

92943EP
 RECORDING REQUESTED BY
 AND WHEN RECORDED MAIL TO:

Kennecott Land Company
 5295 South 300 West, Suite 475
 Murray, Utah 84107
 Attention: Senior Escrow Administrator

9156782
 08/26/2004 04:23 PM \$0.00
 Book - 9030 Pg - 3767-3769
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 FIRST AMERICAN TITLE
 BY: ZJM, DEPUTY - WI 3 P.

**AMENDMENT NO. 1
 TO COMMUNITY CHARTER FOR DAYBREAK**

THIS AMENDMENT NO. 1 TO COMMUNITY CHARTER FOR DAYBREAK
 (this "Amendment") dated August 24, 2004, is declared 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 (the "Charter") to govern the community commonly known as "Daybreak" located in South Jordan, Utah, more particularly described on Exhibit A attached and incorporated herein.
- B. Founder has entered into certain agreements with the Board of Education of Jordan School District, a body corporate and politic of the State of Utah ("District"), for the purchase and sale of property within Daybreak located at 4544 Harvest Moon Drive for the development of an elementary school.
- C. In connection with such transaction, District has required certain amendments be made to the Charter in connection with its development and operation of the School.
- D. 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), and at any time to satisfy the requirements of a local, state or federal governmental agency, such as District.
- E. Accordingly, Founder desires to amend the Charter as set forth herein. 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.

NOW, THEREFORE, Founder hereby declares as follows.

1. **Clarification of Section 3.1; Designation of Properties Comprising the Community.** The definition of "Unit" does not include non-residential property, including any church, school, or commercial property.
2. **Amendment of Chapter 12; Association Finances.** Founder shall have the right to exempt certain property owners (other than Unit Owners) from the payment of Base

Assessments, Service Area Assessments, Special Assessments, and Specific Assessments. Such exemption shall be evidenced by the recordation of a Notice by Founder against the property being exempted.

3. **Amendment of Section 14.7; Right to Designate Sites for Governmental and Public Interests.** Property dedicated or designated in accordance with this Section may allow the use of portable or temporary buildings, at Founder's discretion on a case-by-case basis. If allowed, Founder and the respective property owner shall enter into an agreement allowing such use on terms acceptable to Founder in its discretion.

4. **Amendment of Chapter 18; Dispute Resolution and Limitation on Litigation.** Founder shall have the right to exempt certain property owners (other than Unit Owners) from participating in the dispute resolution process outlined in Chapter 18. Such exemption shall be evidenced by the recordation of a Notice by Founder against the property being exempted.

5. **Full Force and Effect.** The Charter, as amended by this Amendment, shall continue in full force and effect. Any reference to the Charter in any document shall include this Amendment.

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

FOUNDER:

KENNECOTT LAND COMPANY,
a Delaware corporation

By *John T. Potts*
John T. Potts
Vice President Development

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On August 24, 2004 personally appeared before me, a Notary Public, John T. Potts, the Vice President Development 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.

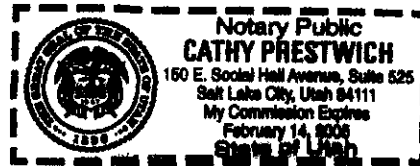
WITNESS my hand and official Seal.

Cathy Prestwich

Notary Public in and for said State

My commission expires: 02/14/2005

[SEAL]



**EXHIBIT A
TO AMENDMENT NO. 1
TO COMMUNITY CHARTER FOR DAYBREAK**

LEGAL DESCRIPTION

Lots 101 through 367 (inclusive), Lots O-101 through O-111 (inclusive), Lots P-101 through P-113 (inclusive), and Lots C-101 and C-103 through C-105 (inclusive), KENNECOTT DAYBREAK PHASE 1 SUBDIVISION, according to the Official Plat thereof, as amended from time to time.

Lots 1 through 7 (inclusive), AMENDING LOT M-104 OF KENNECOTT DAYBREAK PHASE 1 SUBDIVISION AMENDING LOTS OS2, V1, V2 & V4 OF THE KENNECOTT MASTER SUBDIVISION #1, according to the Official Plat thereof, as amended from time to time.

Lots 1 through 64 (inclusive), DAYBREAK TOWNHOME 1 SUBDIVISION BEING PARCEL A&B AMENDED KENNECOTT DAYBREAK PHASE 1 SUBDIVISION, according to the Official Plat thereof, as amended from time to time.

Tax Parcel Nos.:

27-19-332-024 through 27-19-332-025	27-19-376-001	27-19-377-020
27-19-332-027 through 27-19-332-34	27-19-381-001	27-19-355-020
27-19-332-036 through 27-19-332-038	27-19-383-001 through 27-19-383-003	27-19-332-035
27-19-184-002 through 27-19-184-007	27-19-382-001 through 27-19-382-002	27-19-332-026
27-19-184-009 through 27-19-184-013	27-19-152-001	27-19-331-001
27-19-326-001 through 27-19-326-006	27-19-179-001	27-19-184-001
27-19-330-001 through 27-19-330-003	27-19-180-001	27-19-184-008
27-19-329-001 through 27-19-329-003	27-19-256-001	27-19-334-001
27-19-328-001 through 27-19-328-003	27-19-254-001	27-19-151-001
27-19-152-002 through 27-19-152-009	27-19-255-001	27-19-178-001
27-19-178-002 through 27-19-178-007	27-19-182-001	
27-19-179-002 through 27-19-179-011	27-19-181-001	
27-19-176-001 through 27-19-176-007	27-19-126-001	
27-19-253-001 through 27-19-253-003	27-19-177-001	
27-19-251-001 through 27-19-251-003	27-19-380-001	
27-19-252-001 through 27-19-252-002	27-19-183-001 through 27-19-183-002	