

**AMENDMENT NO. 1  
 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
 NORTH SHORE TOWNHOME ASSOCIATION PROJECT**

**THIS AMENDMENT NO. 1 TO DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS FOR NORTH SHORE TOWNHOME  
 ASSOCIATION PROJECT** (this "Amendment") dated JANUARY 25, 2011 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 North Shore Townhome Association Project (the "Declaration"), recorded June 27, 2008, as Entry No. 910466245, in Book No. 9621, beginning at page 8621, to govern the development of the North Shore Townhome Associations.

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 North Shore Townhome Association 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 all parts of the door, except the Association shall maintain the exterior 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

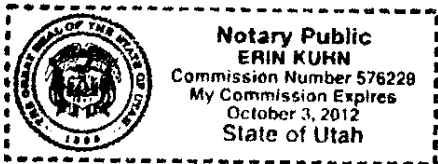
Title: VICE PRESIDENT DAYBREAK

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

On January 25, 2011, 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 "DAYBREAK TOWNHOME 1 PROJECT"**

Lots 349 through 355 inclusive, depicted on the "KENNECOTT DAYBREAK PLAT 8 SUBDIVISION AMENDING LOTS OS2, OS2B & V1 OF THE KENNECOTT MASTER SUBDIVISION #1 AND ADDING A PORTION OF QUITCLAIM DEED BOOK 9277 PAGE 2603 THRU 2605", recorded March 26, 2007, as Entry No. 10045442 in Book 2007P beginning at Page 133 in the Official Records of Salt Lake County, Utah.

Lots 328 through 336 inclusive, and Lots 426 through 687 inclusive, depicted on the "KENNECOTT DAYBREAK PLAT 9 SUBDIVISION AMENDING LOTS OS2, T1 & V3 OF THE KENNECOTT MASTER SUBDIVISION #1", recorded November 2, 2007, as Entry No. 10265526 in Book 2007P beginning at Page 425 in the Official Records of Salt Lake County, Utah.

Lots 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, inclusive, as depicted on that certain plat entitled "KENNECOTT DAYBREAK PLAT 10A SUBDIVISION AMENDING LOTS T1, V2 & V3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED" recorded on March 18, 2010, as Entry No. 10917151, Book 2010P, at Page 52 of the Official Records of Salt Lake County, Utah.

TAX PARCEL NUMBERS:

L	125	26-13-276-038-0000	L	137	26-13-276-019-0000
L	126	26-13-276-037-0000	L	138	26-13-276-021-0000
L	127	26-13-276-036-0000	L	139	26-13-276-022-0000
L	128	26-13-276-035-0000	L	140	26-13-276-023-0000
L	129	26-13-276-034-0000	L	141	26-13-276-024-0000
L	130	26-13-276-033-0000	L	142	26-13-276-017-0000
L	131	26-13-276-029-0000	L	143	26-13-276-016-0000
L	132	26-13-276-028-0000	L	144	26-13-276-015-0000
L	133	26-13-276-027-0000	L	145	26-13-276-014-0000
L	134	26-13-276-026-0000	L	146	26-13-276-010-0000
L	135	26-13-276-025-0000	L	147	26-13-276-011-0000
L	136	26-13-276-020-0000	L	148	26-13-276-012-0000
			L	149	26-13-276-013-0000
			L	150	26-13-276-008-0000
			L	151	26-13-276-007-0000
			L	152	26-13-276-006-0000
			L	153	26-13-276-005-0000
			L	154	26-13-276-032-0000
			L	155	26-13-276-031-0000
			L	156	26-13-276-030-0000

Plat 8 Lots 349-355

<u>Lot</u>	<u>Parcel Number</u>
349	27-18-126-024-0000
350	27-18-126-025-0000
351	27-18-126-026-0000
352	27-18-126-028-0000
353	27-18-126-029-0000
354	27-18-126-030-0000
355	27-18-126-031-0000

Plat 9 Lots 328-336

<u>Lot</u>	<u>Parcel Number</u>
328	26-13-206-001-0000
329	26-13-206-002-0000
330	26-13-206-003-0000
331	26-13-206-004-0000
332	26-13-206-005-0000
333	26-13-206-006-0000
334	26-13-206-007-0000
335	26-13-206-008-0000
336	26-13-206-009-0000

Plat 9 Lots 426-691

<u>Lot</u>	<u>Parcel Number</u>
426	27-18-109-038-0000
427	27-18-109-039-0000
428	27-18-109-040-0000
429	27-18-109-041-0000
430	27-18-109-042-0000
431	27-18-109-043-0000
432	27-18-109-044-0000
433	27-18-109-045-0000
434	27-18-109-046-0000
435	27-18-109-047-0000
436	27-18-109-037-0000
437	27-18-109-036-0000
438	27-18-109-035-0000
439	27-18-109-034-0000
440	27-18-109-033-0000
441	27-18-109-032-0000
442	27-18-109-031-0000
443	27-18-109-030-0000
444	27-18-109-029-0000

445	27-18-109-028-0000
446	27-18-109-027-0000
447	27-18-109-025-0000
448	27-18-109-024-0000
449	27-18-109-023-0000
450	27-18-109-022-0000
451	27-18-109-021-0000
452	27-18-109-020-0000
453	27-18-109-019-0000
454	27-18-109-018-0000
455	27-18-109-006-0000
456	27-18-109-005-0000
457	27-18-109-004-0000
458	27-18-109-003-0000
459	27-18-109-002-0000
460	27-18-109-001-0000
461	27-18-107-015-0000
462	27-18-107-014-0000
463	27-18-107-013-0000
464	27-18-107-012-0000
465	27-18-107-011-0000
466	27-18-107-010-0000
467	27-18-107-009-0000
468	27-18-107-008-0000
469	27-18-107-007-0000
470	27-18-107-006-0000
471	27-18-107-005-0000
472	27-18-107-004-0000
473	27-18-107-003-0000
474	27-18-107-002-0000
475	27-18-107-016-0000
476	27-18-107-017-0000
477	27-18-107-018-0000
478	27-18-102-045-0000
479	27-18-102-046-0000
480	27-18-102-047-0000
481	27-18-102-048-0000
482	27-18-102-049-0000
483	27-18-102-050-0000
484	27-18-102-051-0000
485	27-18-102-052-0000
486	27-18-102-053-0000
487	27-18-102-054-0000
488	27-18-102-055-0000
489	27-18-106-027-0000
490	27-18-106-042-0000

491	27-18-106-043-0000	537	27-18-108-029-0000
492	27-18-106-044-0000	538	27-18-108-030-0000
493	27-18-106-045-0000	539	27-18-108-031-0000
494	27-18-106-046-0000	540	27-18-108-032-0000
495	27-18-106-047-0000	541	27-18-108-033-0000
496	27-18-106-048-0000	542	27-18-108-034-0000
497	27-18-106-049-0000	543	27-18-108-035-0000
498	27-18-106-051-0000	544	27-18-108-037-0000
499	27-18-106-052-0000	545	27-18-108-038-0000
500	27-18-106-053-0000	546	27-18-108-039-0000
501	27-18-106-054-0000	547	27-18-108-040-0000
502	27-18-106-055-0000	548	27-18-108-041-0000
503	27-18-108-052-0000	549	27-18-108-042-0000
504	27-18-108-053-0000	550	27-18-108-043-0000
505	27-18-108-054-0000	551	27-18-108-044-0000
506	27-18-108-055-0000	552	27-18-108-045-0000
507	27-18-108-056-0000	553	27-18-108-046-0000
508	27-18-108-057-0000	554	27-18-108-047-0000
509	27-18-108-027-0000	555	27-18-108-048-0000
510	27-18-108-026-0000	556	27-18-108-049-0000
511	27-18-108-025-0000	557	27-18-106-041-0000
512	27-18-018-024-0000	558	27-18-106-040-0000
513	27-18-108-023-0000	559	27-18-106-039-0000
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516	27-18-108-020-0000	562	27-18-106-029-0000
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522	27-18-108-014-0000	568	27-18-106-035-0000
523	27-18-108-013-0000	569	27-18-106-026-0000
524	27-18-108-013-0000	570	27-18-106-025-0000
525	27-18-108-011-0000	571	27-18-106-024-0000
526	27-18-108-010-0000	572	27-18-106-023-0000
527	27-18-108-009-0000	573	27-18-106-022-0000
528	27-18-108-008-0000	574	27-18-106-021-0000
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532	27-18-108-004-0000	578	27-18-106-017-0000
533	27-18-108-003-0000	579	27-18-106-016-0000
534	27-18-108-002-0000	580	27-18-106-015-0000
535	27-18-108-001-0000	581	27-18-106-008-0000
536	27-18-108-028-0000	582	27-18-106-009-0000

583	27-18-106-010-0000	629	26-13-226-056-0000	675	26-13-229-023-0000
584	27-18-106-011-0000	630	26-13-226-057-0000	676	26-13-229-022-0000
585	27-18-106-012-0000	631	26-13-226-058-0000	677	26-13-229-021-0000
586	27-18-106-013-0000	632	26-13-226-060-0000	678	26-13-229-020-0000
587	27-18-106-006-0000	633	26-13-226-061-0000	679	26-13-206-010-0000
588	27-18-106-005-0000	634	26-13-226-062-0000	680	26-13-206-011-0000
589	27-18-106-004-0000	635	26-13-230-025-0000	681	26-13-226-059-0000
590	27-18-106-003-0000	336	26-13-230-026-0000	682	27-18-101-006-0000
591	27-18-106-002-0000	637	26-13-230-027-0000	683	27-18-108-050-0000
592	27-18-106-001-0000	638	26-13-230-028-0000	684	26-13-230-037-0000
593	27-18-101-032-0000	639	26-13-230-029-0000	685	26-13-230-038-0000
594	27-18-101-031-0000	640	26-13-230-030-0000	686	26-13-230-039-0000
595	27-18-101-030-0000	641	26-13-230-031-0000	687	26-13-230-063-0000
596	27-18-101-029-0000	642	26-13-230-032-0000		
597	27-18-101-028-0000	643	26-13-230-033-0000		
598	27-18-101-027-0000	644	26-13-230-034-0000		
599	27-18-101-016-0000	645	26-13-230-035-0000		
600	27-18-101-015-0000	646	26-13-230-036-0000		
601	27-18-101-014-0000	647	26-13-230-040-0000		
602	27-18-101-013-0000	648	26-13-230-041-0000		
603	27-18-101-012-0000	649	26-13-230-042-0000		
604	27-18-101-011-0000	650	26-13-230-043-0000		
605	27-18-101-010-0000	651	26-13-230-044-0000		
606	27-18-101-009-0000	652	26-13-230-045-0000		
607	27-18-101-008-0000	653	26-13-230-064-0000		
608	27-18-101-007-0000	654	26-13-230-065-0000		
609	27-18-101-004-0000	655	26-13-230-066-0000		
610	27-18-101-003-0000	656	26-13-230-067-0000		
611	27-18-101-002-0000	657	26-13-230-068-0000		
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613	27-18-101-046-0000	659	26-13-230-061-0000		
614	27-18-101-047-0000	660	26-13-230-060-0000		
615	27-18-101-048-0000	661	26-13-230-059-0000		
616	27-18-102-004-0000	662	26-13-230-058-0000		
617	27-18-102-003-0000	663	26-13-230-052-0000		
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623	26-13-226-050-0000	669	26-13-230-050-0000		
624	26-13-226-051-0000	670	26-13-230-049-0000		
625	26-13-226-052-0000	671	26-13-230-048-0000		
626	26-13-226-053-0000	672	26-13-230-047-0000		
627	26-13-226-054-0000	673	26-13-229-025-0000		
628	26-13-226-055-0000	674	26-13-229-024-0000		