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Book - 10060 Pg - 7796-7799  
Gary W. Ott  
Recorder, Salt Lake County, UT  
CHARGER TITLE INSURANCE AGCY  
BY: eCASH, DEPUTY - EF 4 P.

WHEN RECORDED RETURN TO:  
Daybreak Community Association  
11347 S. Kestrel Rise Road  
South Jordan, UT 84095

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(space above this line for Recorder's use only)

**AMENDMENT NO. 2  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SODA ROW TOWNHOME PROJECT**

**THIS AMENDMENT NO. 2 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SODA ROW TOWNHOME PROJECT** (this "*Amendment*") dated August 30, 2012 is made and executed by KENNECOTT LAND COMPANY, a Delaware corporation (the "*Declarant*").

RECITALS:

*(All capitalized terms not otherwise defined herein shall be defined as set forth in the Declaration)*

- A. The Declarant has previously established the Declaration of Covenants, Conditions and Restrictions for Soda Row Townhome Project (the "*Declaration*"), recorded on 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. Amendment No. 1 to the Declaration was recorded on November 3, 2010, as Entry No. 11067434, Book No 9875 and Page No. 7033-7036, in the office of the Salt Lake County Recorder ("*Amendment No. 1*").
- C. Pursuant to Section 15.5 of the Declaration, the Developer maintains the right to unilaterally amend the Declaration for any purpose during the "Declarant Control Period" defined and described in the Bylaws. Accordingly, because the Declarant Control Period has not ended, the Declarant desires to amend the Declaration as set forth herein.
- D. From and after recording 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.
- E. The purpose of this Amendment is to allow the Association, in its sole discretion, to maintain fences that are 42 inches in height or less and the property enclosed within those fences if such fences are properly approved and constructed.

NOW, THEREFORE, the Declarant hereby declares as follows:

1. Amendment Regarding the Maintenance Obligations of Buildings, Dwellings, and Lots. Sections 5.1 and 5.3 of the Declaration and Amendment No. 1 are amended and restated in their entirety to read as follows:

5.1. **Owner Responsibility Regarding Building 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 control in a clean and sanitary condition, free of pests and rodents, and in good order and repair with exception to Qualifying Fences (as defined in Section 5.3 below) and areas enclosed by Qualifying Fences as provided for in Section 5.3 below; (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.

5.3 **Maintenance of Lots.** The Association shall maintain the landscaping and related improvements on the Lots, as set forth herein. The areas maintained by the Association, including the exterior of the Buildings, shall be referred to herein as the "*Maintained Areas*". The Maintained Areas shall include the front lawn and garden areas, and may include, in the Association's sole discretion, any fence that is 42 inches or less in height that is properly installed by the builder of the Dwelling or properly approved by the Association and the Project DRC respectively ("*Qualifying Fence*"), and any area enclosed by a Qualifying Fence, but shall not include any stand-alone planters, window boxes, fences

(other than a Qualifying Fence), walls, and enclosed areas within fences (other than a Qualifying Fence) or walls. Owners may reasonably enhance the landscaping of their Lot by planting flower bulbs or flowers; provided, however, that an Owner shall not modify any irrigation components, lines or systems. If an Owner wants to make modifications to any part of the Maintained Areas of his Dwelling, the Owner must submit the proposed modifications to the Association and the Project DRC and receive each organization's respective prior written approval.

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

**DECLARANT:**  
KENNECOTT LAND COMPANY,  
A Delaware corporation

By: *[Signature]*  
Name: TM MCCUTCHEON  
Title: VICE PRESIDENT

ACKNOWLEDGEMENT

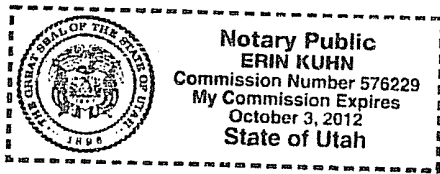
STATE OF UTAH }  
COUNTY OF SALT LAKE }

On the 30<sup>th</sup> day of August in the year 2012 before me, the undersigned, personally appeared TY MCCUTCHEON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her/their signatures on the instrument, the individual(s), or the persons upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of UTAH, County of Salt Lake.

(SEAL)

*[Signature]*  
Notary Public

My commission expires: October 3, 2012



**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 I 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 I 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