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Gary W. Ott
Recorder, Salt Lake County, UT
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BY: eCASH, DEPUTY - EF 30 P.

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Kennecott Land Company
5295 South 300 West, Suite 475
Murray, Utah 84107
Attention: Senior Associate – Revenue Analyst

**ADDENDUM NO. 1
TO
DECLARATION OF CONDOMINIUM OF CARRIAGE HOME CONDOMINIUMS IN
SALT LAKE COUNTY, UTAH**

THIS ADDENDUM TO DECLARATION OF CONDOMINIUM OF CARRIAGE HOME CONDOMINIUMS IN SALT LAKE COUNTY, UTAH (this "Addendum") is declared this 1st day of February, 2007 by **KENNECOTT LAND COMPANY**, a Delaware corporation, as "Declarant" under the Declaration of Condominium of Carriage Home Condominiums in Salt Lake County, Utah.

RECITALS

- A. Declarant has previously established the "Declaration of Condominium of Carriage Home Condominiums in Salt Lake County, Utah," recorded on November 21, 2005, as Entry No. 9559763, in Book 9220, beginning at page 274 (the "Declaration") submitting the real property described on Exhibit A as an expandable condominium project (the "Project") under the Utah Condominium Ownership Act.
- B. The Declaration referenced on Exhibit C, which was to be the Bylaws of the Project; through oversight, those Bylaws were not recorded as intended. To rectify that oversight, the Declarant is recording this Addendum.

NOW, THEREFORE, Declarant hereby declares as follows:

1. The Bylaws of Daybreak Carriage Home Condominium Owners Association are attached hereto as Exhibit "A." These Bylaws shall, in conjunction with the Declaration (and Amendment No. 1 to Declaration of Condominium of Carriage Home Condominiums, recorded as Entry No. 9884648 on October 23, 2006 at pages 2861-2867) govern the Administration of the Project.
2. The land affected hereby is set forth on Exhibit "B" hereto.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Addendum, and KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY has consented to the same, to be effective as of the day and year first above written.

Declarant:

KENNECOTT LAND COMPANY
A Delaware corporation

By M. Bruce Snyder
Printed Name: M. Bruce Snyder
Title: Vice President Residential and Commercial
Development

KENNECOTT LAND RESIDENTIAL
DEVELOPMENT COMPANY
A Delaware corporation

By M. Bruce Snyder
Printed Name: M. Bruce Snyder
Title: Vice President Residential and Commercial
Development

ACKNOWLEDGMENTS

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

On 1 February, 2007, personally appeared before me, a Notary Public, M. Bruce Snyder, the Vice President Residential and Commercial 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.

Natalie K. Alberico
NOTARY PUBLIC



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

On 1 February, 2007, personally appeared before me, a Notary Public, M. Bruce Snyder, the Vice President Residential and Commercial Development of KENNECOTT LAND RESIDENTIAL DEVELOPMENT 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 RESIDENTIAL DEVELOPMENT COMPANY.

Witness my hand and official Seal.

Natalie K. Alberico
NOTARY PUBLIC

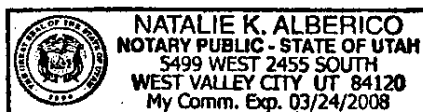


EXHIBIT "A"

**BYLAWS
OF
DAYBREAK CARRIAGE HOME CONDOMINIUMS
OWNERS' ASSOCIATION
A Utah Nonprofit Corporation**

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**BYLAWS
OF
DAYBREAK CARRIAGE HOME CONDOMINIUMS OWNERS' ASSOCIATION
A Utah Nonprofit Corporation**

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (the "Act"), the Management Committee of Daybreak Carriage Home Condominiums Owners' Association, a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

1.1 Name. The name of the nonprofit corporation is Daybreak Carriage Home Condominiums Owners' Association (the "Association").

1.2 Offices. Unless and until changed by an appropriate filing with the Utah Department of Commerce, the principal office of the Association shall be located at 5295 South 300 West, Suite 475, Murray, Utah 84107.

**ARTICLE II
DEFINITIONS**

2.1 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Declaration of Condominium of Carriage Home Condominiums (the "Declaration") shall have such defined meanings when used in these Bylaws.

**ARTICLE III
MEMBERS**

3.1 Annual Meetings. The annual meeting of Members shall be held within ninety (90) days before or after the close of the Association's fiscal year, beginning with the year following the year in which the Articles are filed, for the purpose of electing Committee Members and transacting such other business as may come before the meeting. If the election of Committee Members shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Management Committee shall cause the election to be held at a special meeting of the Members to be convened as soon thereafter as may be convenient. The Management Committee may from time to time by resolution change the date and time for the annual meeting of the Members.

3.2 Special Meetings. Special meetings of the Members may be called by the Management Committee, the President, or upon the written request of Members holding not less than thirty-three percent (33%) of the Allocated Interests of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Management Committee or the President.

3.3 Place of Meetings. The Management Committee may designate any place in Salt Lake County, Utah as the place of meeting for any annual meeting or for any special meeting called by the Management Committee. A waiver of notice signed by all of the members of the Management Committee may designate any place, within the State of Utah, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.4 Notice of Meetings. The Management Committee shall cause written or printed notice of the time and place, and in the case of a special meeting, the purpose or purposes for all meetings of the Members (whether annual or special) to be delivered, not more than sixty (60) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at the Member's registered address, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Unit address shall be deemed to be the Member's registered address for purposes of notice in this Section 3.4.

3.5 Members of Record. Upon purchasing a Unit in the Condominium Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Management Committee may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Units in the Project shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

3.6 Quorum. At any meeting of the members, the presence of members holding, or holders of proxies entitled to cast, more than fifty percent (50%) of the Allocated Interests of the Association shall constitute a quorum for the transaction of business. In the absence of a quorum in person or by proxy, the meeting shall be adjourned for twenty-four (24) hours, at which time it shall reconvene and any number of Owners present at such subsequent meeting, in person or by proxy, shall constitute a quorum. At any such adjourned meeting held as set forth above, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.7 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member or by the Member's attorney when duly authorized in writing. If a Unit is owned by more than one Person, the instrument authorizing a proxy to act must have been executed by all

such Persons or their attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act. Such instrument shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.8 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit of such member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, the Master Residential Declaration or the Act. The election of Committee Members shall be by secret ballot. When more than one Person owns an interest in a Unit, such Persons shall designate to the Association, in writing, a representative who shall exercise the vote for such Unit on behalf of all co-Owners of the Unit. In no event shall fractional votes be exercised in respect to any Unit.

3.9 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies and the method of ascertaining Members present shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting.

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter of such meeting.

ARTICLE IV MANAGEMENT COMMITTEE

4.1 General Powers. The property, affairs and business of the Association shall be managed by a Board of Directors to be known as the Management Committee. The Management Committee may exercise all of the powers and shall comply with all obligations and responsibilities of the Association, whether derived from the Act or the Articles, except such powers that the Articles, these Bylaws, the Declaration, the Master Residential Declaration, or the Act vest solely in the Members. The Management Committee may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions and powers as are properly delegable. Any management agreement must be terminable for cause upon thirty (30) days' notice, have a term not to exceed two years, and may be renewed with consent of the manager and the Management Committee.

4.2 Number, Tenure and Qualifications. The property, business and affairs of the Association shall be governed and managed by a Management Committee composed of not less than three (3) nor more than five (5) persons, each of whom, except for those appointed and

serving as Committee Members during the Declarant Control Period must either be an Owner of a Unit, a spouse of an Owner or an agent of Declarant, for so long as Declarant owns a Unit in the Project. At each annual meeting, beginning with the first annual meeting following termination of the Declarant Control Period, the Members shall elect for terms of one (1) year each the appropriate number of Committee Members to fill vacancies by expiring terms of Committee Members. All Committee Members, except such members appointed by Declarant, shall be Members of the Association, and shall reside within their Unit during the duration of their tenure as Committee Members.

4.3 Declarant Control Period. There is hereby set forth a period of Declarant control over the Association (the "**Declarant Control Period**") during which period Declarant or persons designated by Declarant shall have the authority to appoint and remove the Association's officers and Committee Members. The Declarant Control Period shall terminate no later than the earlier of:

- (a) Six (6) years after the first unit is conveyed to an Owner;
- (b) The later to occur of (i) after the date on which seventy-five percent (75%) of the Units have been conveyed to Unit purchaser, or (ii) after the date on which all the Additional Land has been added to the Condominium Project; or
- (c) When, in its discretion, the Declarant so determines and declares in a written instrument.

At the first annual meeting following expiration of the Declarant Control Period, the Committee Members shall be elected in accordance with these Bylaws.

Notwithstanding anything in these Bylaws or the Declaration that may be construed to the contrary with respect to Declarant's ability to voluntarily terminate the Declarant Control Period as set forth above, Declarant may (in the exercise of its sole and absolute discretion) voluntarily terminate the Declarant Control Period in whole or in part, with respect to all or any portion of any Common Area, any Limited Common Area, any portion of Additional Land, or with respect to any issue, matter or subject whatsoever. Declarant's decision to voluntarily terminate the Declarant Control Period with respect to all or any portion of any Common, Area, Limited Common Area, portion of Additional Land, or with respect to any issue, matter or subject shall in no event affect, modify, or act to waive its authority under the Declarant Control Period except with respect to such Common Area, Limited Common Area, portion of Additional Land, or such issue, matter or subject.

4.4 Regular Meetings. The Management Committee shall hold regular meetings at least quarterly, at the discretion of the Management Committee. The Management Committee may designate any place in Salt Lake County, Utah as the place of meeting for any regular meeting called by the Management Committee. A waiver of notice signed by all of the members of the Management Committee may designate any place, within the State of Utah, as the place for holding such meeting. If no designation is made the place of the meeting shall be at the principal office of the Association.

4.5 Special Meetings. Special meetings of the Management Committee may be called by or at the request of any Committee Member. The person or persons authorized to call special meetings of the Management Committee may fix any place, within the State of Utah, as the place for holding any special meeting of the Management Committee called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Committee Member at such Committee Member's registered address. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Committee Member may waive notice of a meeting.

4.6 Quorum and Manner of Acting. A majority of the then authorized number of Committee Members shall constitute a quorum for the transaction of business at any meeting of the Management Committee. The act of a majority of the Committee Members present at any meeting at which a quorum is present shall be the act of the Management Committee. The Committee Members shall act only as a Management Committee, and individual members shall have no powers as such. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the departure of Committee Members, if at least a majority of the required quorum for that meeting approves any action taken.

4.7 Compensation. No Committee Member shall receive compensation for any services that such member may render to the Association as a Committee Member; provided, however, that a Committee Member may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent such expenses are approved by the Management Committee.

4.8 Resignation and Removal. A member of the Management Committee may resign at any time by delivering a written resignation to either the President or the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Committee Member, except any such member appointed by Declarant, may be removed at any time, with or without cause, by the affirmative vote of at least fifty-one percent (51%) of the Allocated Interests of the Association at a special meeting of the Members duly called for such purpose. A Committee Member appointed by Declarant may be removed at any time, with or without cause, by the Declarant.

A Committee member who has two consecutive unexcused absences from regular Committee meetings shall be automatically removed as a Committee Member, provided, however, that the removed Committee Member may be reappointed pursuant to section 4.9, if the Committee Members then in office are satisfied that the reappointment is in the best interest of the Association and that the removed Committee Member will thereafter fulfill his or her duties.

4.9 Vacancies and Newly Created Committee Memberships. If vacancies shall occur in the Management Committee by reason of the death, resignation or disqualification of a Committee Member (other than such member appointed by Declarant), the Committee Members then in office shall continue to act, and such vacancies shall be filled by a vote of the Committee Members then in office, though less than a quorum, in any way approved by such Committee

Members at the meeting. Any vacancy in the Management Committee occurring by reason of removal of a Committee Member by the Members or if the authorized number of Committee Members shall be increased, such vacancies or newly created Committee Memberships may be filled by election by the Members at the meeting at which such Committee Member is removed or new Committee Membership is created. If vacancies shall occur in the Management Committee by reason of death, resignation or removal of a Committee Member appointed by the Declarant, such vacancies shall be filled by appointments to be made by the Declarant. Any Committee Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Committee Membership, as the case may be.

4.10 Informal Action by Committee Members. Any action that is required or permitted to be taken at a meeting of the Management Committee, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Committee Members.

ARTICLE V OFFICERS

5.1 Officers. The officers of the Association shall be a President, Secretary, Treasurer and such other officers as may from time to time be appointed by the Management Committee.

5.2 Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Management Committee annually at a regular meeting of the Management Committee. In the event of failure to choose officers at such regular meeting of the Management Committee, officers may be chosen at any regular or special meeting of the Management Committee. Each such officer (whether chosen at a regular meeting of the Management Committee or otherwise) shall hold such office until the next ensuing regular meeting of the Management Committee and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two or more of such offices, except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President, Secretary and Treasurer shall be and remain Committee Members of the Association during the entire term of their respective offices. No other officer need be a Committee Member.

5.3 Subordinate Officers. The Management Committee may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Management Committee may from time to time determine. The Management Committee may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities and duties. Subordinate officers need not be Committee Members.

5.4 Resignation and Removal. Any officer may resign at any time by delivering a

written resignation to the President or the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Management Committee at any time, with or without cause.

5.5 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Management Committee at any regular or special meeting.

5.6 The President. The President shall preside at meetings of the Management Committee and at meetings of the Members. The President shall sign on behalf of the Association all conveyances, mortgages, documents and contracts, and shall do and perform all other acts and things as required by the Management Committee.

5.7 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration or any resolution the Management Committee may require such person to keep. The Secretary shall also act in the place and stead of the President in the event of the President's absence or inability or refusal to act. The Secretary shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same, and shall perform such other duties as required by the Management Committee.

5.8 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Management Committee, and, when requested by the President, shall report the state of the finances of the Association at each meeting of the Members and at any meeting of the Management Committee. The Treasurer shall perform such other duties as required by the Management Committee.

5.9 Compensation. No officer shall receive compensation for any services rendered to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Management Committee.

ARTICLE VI COMMITTEES

6.1 Designation of Committees. The Management Committee may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. The membership of each such committee designated hereunder shall include at least two (2) Committee Members. No committee member shall receive compensation for services rendered to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Management Committee.

6.2 Proceeding of Committees. The Management Committee may designate one or

more committees, each of which shall consist of two or more Committee Members. Each committee designated hereunder by the Management Committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Management Committee.

6.3 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Management Committee, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Management Committee hereunder shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may exercise the authority of the Management Committee subject to Section 16-6a-817 of the Act, as amended, or a similar provision then in effect.

6.4 Resignation and Removal. Any member of any committee designated hereunder by the Management Committee may resign at any time by delivering a written resignation to the President, the Management Committee, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Management Committee may at any time, with or without cause, remove any member of any committee designated by it there under.

6.5 Vacancies. If any vacancy shall occur in any committee designated by the Management Committee due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Management Committee.

ARTICLE VII INDEMNIFICATION

7.1 Indemnification. No (i) Committee Member, officer, other committee member of the Association, (ii) director, officer, or employee of the Declarant, Master Residential Association or Daybreak Community Council (collectively, the "Indemnites"), or (iii) employee of the Association (collectively, "Indemnitee") shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of such Indemnitee performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time in the same capacity as an Indemnitee, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of such Person's capacity relating to the Association, or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by such person as such Committee Member or officer, and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the power to defend such person from all suits or claims; provided further,

however, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Committee Members, officers, employees and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

7.2 Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under any Bylaw, agreement, vote of disinterested Committee Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Committee Members and officers be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Committee Member, officer or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

7.3 Insurance. The Management Committee, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Committee Member, officer or employee of the Association or is or was serving at the request of the Association as a Committee Member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VII.

7.4 Settlement by Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Management Committee, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII FISCAL YEAR AND SEAL

8.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January each year and end on the 31st day of December, except that the first fiscal year shall begin on the date of incorporation.

8.2 Seal. The Management Committee may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal."


ARTICLE IX
RULES AND REGULATIONS

9.1 Rules and Regulations. The Management Committee may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles, the Declaration, these Bylaws or by law. The Members shall be provided with copies of all rules and regulations adopted by the Management Committee, and with copies of all amendments and revisions thereof.

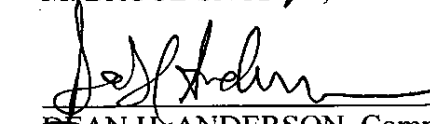
ARTICLE X
AMENDMENTS

10.1 Amendments. Except as otherwise provided by law, by the Articles, by the Declaration, or by these Bylaws, these Bylaws may be amended, altered or repealed and new Bylaws may be made and adopted by the Members upon the affirmative vote of a majority of the Allocated Interests of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (i) the amended, altered, repealed or new bylaw, (ii) the number of votes cast in favor of such action, and (iii) the total votes of the Association, shall have been executed and verified by the current President of the Association and recorded in the office of the County Recorder of Salt Lake County, Utah. Notwithstanding the foregoing, after the Department of Housing and Urban Development has approved the Condominium Project, these Bylaws may not be amended or the Condominium Project and the Association merged into a successor condominium regime without the prior written approval of the Department of Housing and Urban Development.

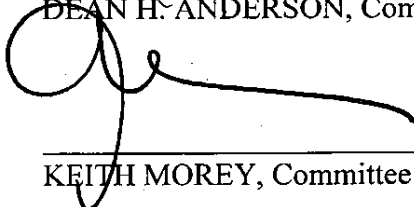
IN WITNESS WHEREOF, the undersigned, constituting all of the initial Committee Members of Daybreak Carriage Home Condominiums Owner's Association, have executed these Bylaws on this 1st day of February, 2007 but such Bylaws are effective as of November 18, 2005.



M. BRUCE SNYDER, Committee Member



DEAN H. ANDERSON, Committee Member




KEITH MOREY, Committee Member


DECLARANT AND OWNER'S CONSENT

On this 1st day of February, 2007, the undersigned, KENNECOTT LAND COMPANY, a Delaware corporation, as the Declarant and KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY, a Delaware corporation as the owner of the land upon which the Condominium Project is located, does hereby consent to and execute these Bylaws in accordance with the provisions of the Utah Condominium Ownership Act.

KENNECOTT LAND COMPANY,
a Delaware corporation

By: 
M. BRUCE SNYDER,
Vice President, Commercial
and Residential Development

KENNECOTT LAND RESIDENTIAL
DEVELOPMENT COMPANY,
a Delaware corporation

By: 
M. BRUCE SNYDER,
Vice President, Commercial
and Residential Development

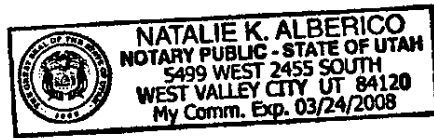
ACKNOWLEDGMENTS

STATE OF UTAH)
 : SS.
COUNTY OF Salt Lake

On the 1 day of February, 2007, personally appeared before me M. BRUCE SNYDER, DEAN H. ANDERSON, and KEITH MOREY, the signers of the within and foregoing BYLAWS OF DAYBREAK CARRIAGE HOME CONDOMINIUMS OWNERS' ASSOCIATION, each of whom duly acknowledged to me that they executed the same.

Natalie K. Alberico
NOTARY PUBLIC
Residing at: _____

My Commission Expires: _____



STATE OF UTAH)
 : SS.
COUNTY OF Salt Lake

On the 1 day of February, 2007, personally appeared before me M. BRUCE SNYDER, who being by me duly sworn, did say that he is the Vice President, Commercial and Residential Development of KENNECOTT LAND COMPANY and KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said company by express authority residing in _____ by law.

Natalie K. Alberico
NOTARY PUBLIC
Residing at: _____

My Commission Expires: _____



EXHIBIT "B"

**LEGAL DESCRIPTION
PARCEL**

The following described real property, located in Salt Lake County, Utah, is the parcel representing of the Condominium Project:

Boundary Description – Carriage Home Condominiums

PARCEL "C" TAX NO. 26-24-476-001:

Commencing at the South Quarter corner of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian, (Basis of Bearing is between the South Quarter Corner and the Southwest Corner of said Section 19 and is North 89°52'04" West – 2642.201 feet); thence North 89°52'04" West along the south line of said section for 2602.344 feet; thence North 00°07'56" East perpendicular to said section line for 962.195 feet to the POINT OF BEGINNING; thence South 53°27'06" West for 216.000 feet; thence North 36°32'54" West for 60.170 feet; thence with a curve to the right having a radius of 11.500 feet, with a central angle of 90°00'00" (chord bearing and distance of North 08°27'06" East – 16.263 feet) for an arc distance of 18.064 feet; thence North 53°27'06" East for 193.00 feet; thence with a curve to the right having a radius of 11.500 feet, with a central angle of 90°00'00" (chord bearing and distance of South 81°32'54" East – 16.263 feet) for an arc distance of 18.064 feet; thence South 36°32'54" East for 60.170 feet to the POINT OF BEGINNING.

Containing 15,424 sq. ft. or 0.3541 acres.

PARCEL "D" TAX NO. 27-19-301-001:

Commencing at the South Quarter corner of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian, (Basis of Bearing is between the South Quarter Corner and the Southwest Corner of said Section 19 and is North 89°52'04" West – 2642.201 feet); thence North 89°52'04" West along the south line of said section for 2482.873 feet; thence North 00°07'56" East perpendicular to said section line for 2483.187 feet to the POINT OF BEGINNING; thence South 53°27'06" West for 216.000 feet; thence North 36°32'54" West for 180.000 feet; thence North 53°27'06" East 216.000 feet; thence South 36°32'54" East for 180.000 feet to the POINT OF BEGINNING.

Containing 38,880 sq. ft. or 0.8926 acres.

PARCEL "E" TAX NO. 27-19-301-002:

Commencing at the South Quarter corner of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian, (Basis of Bearing is between the South Quarter Corner and the Southwest Corner of said Section 19 and is North 89°52'04" West – 2642.201 feet); thence North 89°52'04" West along the south line of said section for 2363.402 feet; thence North 00°07'56" East perpendicular to said section line for 2322.792 feet to the POINT OF BEGINNING; thence South 53°27'06" West for 216.000 feet; thence North 36°32'54" West for 180.000 feet; thence North 53°27'06" East 216.000 feet; thence South 36°32'54" East for 180.000 feet to the POINT OF BEGINNING.

Containing 38,880 sq. ft. or 0.8926 acres.

PARCEL "F" TAX NO. 27-19-302-002:

Commencing at the South Quarter corner of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian, (Basis of Bearing is between the South Quarter Corner and the Southwest Corner of said Section 19 and is North 89°52'04" West – 2642.201 feet); thence North 89°52'04" West along the south line of said section for 2315.284 feet; thence North 00°07'56" East perpendicular to said section line for 2358.633 feet to the POINT OF BEGINNING; thence North 36°32'54" West for 180.000 feet; thence North 53°27'06" East for 128.000 feet; thence with a curve to the right having a radius of 22.000 feet, with a central angle of 90°00'00" (chord bearing and distance of South 81°32'54" East – 31.113 feet) for an arc distance of 34.558 feet; thence South 36°32'54" East for 136.00 feet; thence with a curve to the right having a radius of 22.000 feet, with a central angle of 90°00'00" (chord bearing and distance of South 08°27'06" West – 31.113 feet) for an arc distance of 34.558 feet; thence South 53°27'06" West for 128.000 feet to the POINT OF BEGINNING.

Containing 26,792 sq. ft. or 0.6151 acres.

PARCEL "G" TAX NO. 27-19-302-001:

Commencing at the South Quarter corner of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian, (Basis of Bearing is between the South Quarter Corner and the Southwest Corner of said Section 19 and is North 89°52'04" West – 2642.201 feet); thence North 89°52'04" West along the south line of said section for 2434.754 feet; thence North 00°07'56" East perpendicular to said section line for 2519.028 feet to the POINT OF BEGINNING; thence North 36°32'54" West for 180.000 feet; thence North 53°27'06" East for 128.000 feet; thence with a curve to the right having a radius of 22.000 feet, with a central angle of 90°00'00" (chord bearing and distance of South 81°32'54" East – 31.113 feet) for an arc distance of 34.558 feet; thence South 36°32'54" East for 136.00 feet; thence with a curve to the right having a radius of 22.000 feet, with a central angle of 90°00'00" (chord bearing and distance of South 08°27'06" West – 31.113 feet) for an arc distance of 34.558 feet; thence South 53°27'06" West for 128.000 feet to the POINT OF BEGINNING.

Containing 26,792 sq. ft. or 0.6151 acres.

(Legal Description Phase 3B-1)

BOUNDARY DESCRIPTION:

Commencing at the Southeast Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing North 89°58'42" West - 2677.868 feet between the Southeast Corner and the South Quarter Corner of said Section 24.) and running North 89°58'42" West along the south line of said Section 24 for 1102.403 feet; thence North 00°01'18" East perpendicular to said section line for 238.624 feet to the POINT OF BEGINNING; thence North 90°00'00" West for 112.297 feet; thence South 00°00'00" West for 34.500 feet; thence North 90°00'00" West for 25.332 feet; thence North 00°00'00" East for 47.00 feet; thence South 90°00'00" West for 10.668 feet; thence North 00°00'00" East for 125.026 feet; thence South 90°00'00" East for 146.297 feet; thence South 00°00'00" West for 137.526 feet to the POINT OF BEGINNING.

Containing 21,135 square feet or 0.4852 acres

(Legal Description Phase 3B-2)

BOUNDARY DESCRIPTION:

Commencing at the Southeast Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing North 89°58'42" West - 2677.868 feet between the Southeast Corner and the South Quarter Corner of said Section 24) and running North 89°58'42" West along the south line of said Section 24 for 1102.348 feet, thence North 00°01'18" East perpendicular to said section line for 89.794 feet to the POINT OF BEGINNING; thence North 90°00'00" West for 145.249 feet; thence North 00°00'00" East for 88.333 feet; thence South 90°00'00" West for 46.200 feet; thence North 00°00'00" West for 24.000 feet; thence South 90°00'00" West for 38.703 feet; thence North 00°00'00" West for 47.000 feet; thence South 90°00'00" East for 92.703 feet; thence South 00°00'00" West for 47.000 feet; thence South 90°00'00" East for 25.332 feet; thence North 00°00'00" East for 34.500 feet; thence North 90°00'00" East for 112.297 feet; thence South 00°00'00" East 143.833 feet to the POINT OF BEGINNING.

Containing 25240 square feet or 0.5794 acres

(Legal Description Phase 3B-3)

BOUNDARY DESCRIPTION:

Commencing at the Southeast Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing North 89°58'42" West - 2677.866 feet between the Southeast Corner and the South Quarter Corner of said Section 24) and running North 89°58'42" West along the south line of said Section 24 for 1250.704 feet; thence North 00°01'18" East perpendicular to said section line for 245.067 feet to the POINT OF BEGINNING; thence South 90°00'00" West for 82.035 feet; thence South 00°00'00" East for 35.000 feet; thence South 90°00'00" West for 165.048 feet; thence North 00°00'00" East for 160.026 feet; thence South 90°00'00" East for 247.083 feet; thence South 00°00'00" West for 128.026 feet to the POINT OF BEGINNING.

Containing 36,665 Square Feet or 0.8414 acres.

(Legal Description Phase 3B-4)

BOUNDARY DESCRIPTION:

Commencing at the Southeast Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing North 89°58'42" West - 2677.868 feet between the Southeast Corner and the South Quarter Corner of said Section 24) and running North 89°58'42" West along the south line of said Section 24 for 1497.774 feet; thence North 00°01'18" East perpendicular to said section line for 210.973 feet to the POINT OF BEGINNING; thence South 90°00'00" West for 208.979 feet; thence North 00°00'00" East for 160.026 feet; thence South 90°00'00" East for 208.979 feet; thence South 00°00'00" West for 160.026 feet to the POINT OF BEGINNING.

Containing 33,442 square feet or 0.7677 acres

(Legal Description Phase 3B-5)

BOUNDARY DESCRIPTION:

Commencing at the Southeast Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing North 89°58'42" West - 2677.668 feet between the Southeast Corner and the South Quarter Corner of said Section 24) and running North 89°58'42" West along the south line of said Section 24 for 1247.777 feet; thence North 00°0'18" East perpendicular to said section line for 89.736 feet to the POINT OF BEGINNING; thence North 90°00'00" West for 160.425 feet; thence North 00°00'00" East for 121.333 feet; thence North 90°00'00" East for 75.522 feet; thence South 00°00'00" East for 12.000 feet; thence North 90°00'00" East for 38.703 feet; thence South 00°00'00" East for 24.000 feet; thence North 90°00'00" East for 46.200 feet; thence South 00°00'00" West for 85.333 feet to the POINT OF BEGINNING.

Containing 17,337 square feet or 0.3980 acres

(Legal Description Phase 3B-6)

BOUNDARY DESCRIPTION:

Commencing at the Southeast Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing North $89^{\circ}58'42''$ West - 2677.868 feet between the Southeast Corner and the South Quarter Corner of said Section 24) and running North $89^{\circ}58'42''$ West along the south line of said Section 24 for 1408.202 feet; thence North $00^{\circ}01'18''$ East perpendicular to said section line for 89.675 feet to the POINT OF BEGINNING; thence North $90^{\circ}00'00''$ West for 155.700 feet; thence North $00^{\circ}00'00''$ East for 121.333 feet; thence North $90^{\circ}00'00''$ East for 155.700 feet; thence South $00^{\circ}00'00''$ West for 121.333 feet to the POINT OF BEGINNING.

Containing 18,842 square feet or 0.4337 acres

(Legal Description Phase 3B-7)

BOUNDARY DESCRIPTION:

Commencing at the Southeast Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing North 89°56'42" West - 2677.068 feet between the Southeast Corner and the South Quarter Corner of said Section 24) and running North 89°56'42" West along the south line of said Section 24 for 1563.902 feet; thence North 00°0'18" East perpendicular to said section line for 89.615 feet to the POINT OF BEGINNING; thence North 90°00'00" West for 142.806 feet; thence North 00°00'00" East for 121.333 feet; thence North 90°00'00" East for 142.806 feet; thence South 00°00'00" West for 121.333 feet to the POINT OF BEGINNING.

Containing 17,327 square feet or 0.3976 acres

(Legal Description Phase 3B-8)

BOUNDARY DESCRIPTION:

Commencing at the Southeast Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing North 89°58'42" West - 2677.868 feet between the Southeast Corner and the South Quarter Corner of said Section 24) and running North 89°58'42" West along the south line of said Section 24 for 1770.708 feet; thence North 00°01'18" East perpendicular to said section line for 89.537 feet to the POINT OF BEGINNING; thence South 90°00'00" West for 151.041 feet; thence North 00°00'00" West for 48.944 feet; thence North 29°31'41" West for 83.250 feet; thence North 90°00'00" East for 192.071 feet; thence South 00°00'00" West for 121.382 feet to the POINT OF BEGINNING.

Containing 19,820 square feet or 0.4550 acres

(Legal Description Phase 3B-9)

BOUNDARY DESCRIPTION:

Commencing at the Southeast Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing North 89°58'42" West - 2677.868 feet between the Southeast Corner and the South Quarter Corner of said Section 24) and running North 89°58'42" West along the south line of said Section 24 for 1770.754 feet; thence North 00°01'16" East perpendicular to said section line for 210.919 feet to the POINT OF BEGINNING; thence North 90°00'00" West for 192.071 feet; thence North 29°31'41" West for 57.559 feet; thence North 00°00'00" West for 40.076 feet; thence North 90°00'00" East for 71.035 feet; thence North 00°00'00" West for 39.161 feet; thence South 90°00'00" East for 149.403 feet; thence South 00°00'00" West for 129.320 feet to the POINT OF BEGINNING.

Containing 25,015 square feet or 0.5743 acres

(Legal Description Phase 3B-10)

BOUNDARY DESCRIPTION:

Commencing at the Southeast Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing North 89°58'42" West - 2677.868 feet between the Southeast Corner and the South Quarter Corner of said Section 24) and running North 89°58'42" West along the south line of said Section 24 for 1770.803 feet; thence North 00°01'18" East perpendicular to said section line for 340.239 feet to the POINT OF BEGINNING; thence North 90°00'00" West for 149.403 feet; thence South 00°00'00" East for 39.161 feet; thence North 90°00'00" West for 71.095 feet; thence North 00°00'00" West for 204.704 feet; thence North 53°27'06" East for 53.512 feet; thence with a non-tangent curve to the left having a radius of 42.000 feet, whose center bears South 36°32'54" East, with a central angle of 53°27'06" (chord bearing and distance of South 26°43'33" West - 37.777 feet) for an arc distance of 39.182 feet; thence South 05°00'00" East for 20.271 feet; thence North 90°00'00" East for 20.000 feet; thence North 00°00'00" West for 20.271 feet; thence with a curve to the right having a radius of 22.000 feet, a central angle of 143°27'06" (chord bearing and distance of North 71°43'33" East - 41.781 feet) for an arc length of 58.081 feet; thence South 35°32'54" East for 9.674 feet; thence with a curve to the left having a radius of 42.000 feet, a central angle of 38°01'13" (chord bearing and distance of South 55°30'31" East - 27.362 feet) for an arc length of 27.870 feet; thence South 74°34'08" East for 113.666 feet; thence with a non-tangent curve to the left having a radius of 124.00 feet, whose center bears South 77°06'37" East, with a central angle of 10°45'22" (chord bearing and distance of South 07°30'42" West - 23.244 feet) for an arc length of 23.278 feet; thence a curve to the left having a radius of 132.000 feet, a central angle of 02°00'01" (chord bearing and distance of South 01°04'01" West - 4.915 feet) for an arc length of 4.915 feet; thence South 00°00'00" West for 95.320 feet to the POINT OF BEGINNING.

Containing 36,885 square feet or 0.8468 acres