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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
JAMES R. BLAKESLEY
REC BY: J FERGUSON , DEPUTY - WI

WHEN RECORDED RETURN TO:
James R. Blakesley
2102 East 3300 South
Salt Lake City, Utah 84109
(801) 486-5634

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AMENDMENT TO THE DAYBREAK HILL DECLARATION OF CONDOMINIUM
AND BY-LAWS

This Amendment is made and executed this 26th day of June, 1994 by the DAYBREAK HILL CONDOMINIUM OWNERS ASSOCIATION (hereinafter referred to collectively as the "Association").

RECITALS

A. Original Declaration. The original DAYBREAK HILL Declaration of Condominium and By-Laws was recorded on January 24, 1986 as Entry No. 4193526, in Book 5730, at Page 1590 of the official records of Salt Lake County, Utah (hereinafter referred to as the "Original Declaration").

B. First Amendment to the Declaration. The First Amendment to the Original Declaration was recorded on July 7, 1986 as Entry No. 4273159, in Book 5787, at Page 364 of the official records of Salt Lake County, Utah (hereinafter referred to as the "First Amendment").

C. Second Amendment to the Declaration. The Second Amendment to the Original Declaration was recorded on July 25, 1986 as Entry No. 4278418, in Book 5790, at Page 1511 of the official records of Salt Lake County, Utah (hereinafter referred to as the "Second Amendment").

D. Third Amendment to the Declaration. The Third Amendment to the Original Declaration was recorded July 16, 1993 as Entry No. 5555596, in Book 6710, at Page 843 of the official records of Salt Lake County, Utah (hereinafter referred to as the "Third Amendment").

E. Fourth Amendment. The Fourth Amendment to the Original Declaration was recorded December 14, 1993 as Entry No. 5683709, in Book 6826, at Page 1955 of the official records of Salt Lake County, Utah (hereinafter referred to as the "Fourth Amendment").

F. Property Description. This Amendment affects that certain real property located in Salt Lake County, Utah described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference.

G. Control. The control, operation and management of

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DAYBREAK HILL CONDOMINIUMS has been transferred by the original Developer and its successors in interest to the Association.

H. Intent. The Association desires by this amendment to modify certain provisions of the Original Declaration, as amended, and By-Laws.

I. Consent of Unit Owners. All of the voting requirements of the Original Declaration as amended and By-Laws have been satisfied and the proposed amendments have been approved in writing by at least 67% of the undivided ownership interest in the common areas at DAYBREAK HILL pursuant to Sections 27 and 28 of the Original Declaration as amended and Article IX of the By-Laws.

AMENDMENT

NOW, THEREFORE, for the reasons set forth above, the Association hereby amends the Original Declaration as heretofore amended as follows:

Declaration

1. Statement of Purpose and Restriction on Use. The following "grandfather" clause is added to Section 7(b)(6) of the Original Declaration as amended which requires that the exterior portion of any drapes or curtains be white:

. . . Anything to the contrary notwithstanding, any unit in Phase I or Phase II in non-compliance with this drape or curtain restriction on April 22, 1994 shall be exempt from enforcement of the covenant.

2. Management. The first three sentences of Section 12(b) of the Declaration are deleted in their entirety and the following is substituted in lieu thereof:

(b) Composition of Management Committee. The Committee shall be composed of five members. At the annual meeting of the Association to be held in August of 1994, all five members of the Management Committee shall be elected. Three Committee members shall be elected for three year terms and two Committee members shall be elected for two year terms. At each annual Association meeting thereafter any vacant seat on the Committee shall be filled with a member elected for a three year term

3. Insurance. The second sentence, commencing on line 3 of Section 18(a)(1) of the Original Declaration as amended is amended to read as follows:

. . . Such policy shall provide coverage against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and

such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location and use, including but not limited to earthquake insurance with a brick veneer replacement endorsement or rider.

By-Laws

4. Annual Meetings. In line 7 of Article IV, Section 3 of the By-Laws, the month of "August" is substituted for the month of "February."

5. Designation and Election. The first and second sentences in Article VI Section 1 of the By-Laws are deleted in their entirety and the following is substituted in lieu thereof:

1. Designation and Election. The principal officers of the Management Committee shall be President, Vice-President, Secretary/Treasurer, Assistant Secretary/Treasurer and Rules Officer, all of whom shall be elected by and from the Management Committee. The Management Committee may appoint such other officers as in its judgement may be necessary or desirable. . . .

6. Vice-President. Article VI, Section 5 of the By-Laws is deleted in its entirety and the following is substituted in lieu thereof:

5. Vice-President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. S/he shall have all of the general powers and duties which are normally vested in the office of the vice president of a corporation, including but not limited to the power to appoint committees from among the members (or otherwise) from time to time as s/he may in his or her discretion decide is appropriate to assist in the conduct of the affairs of Daybreak Hill, including the right to act as a liaison between the Management Committee and any property manager or agent under contract with the Association. The Vice President shall also perform such other duties as shall from time to time be prescribed by the Management Committee.

7. Officers. Article VI, Sections 6 and 7 of the By-Laws are deleted in their entirety and the following is substituted in lieu thereof:

6. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Management Committee and of the Association; s/he shall have charge of the books and records of the Association as the Management Committee may direct; s/he shall have the responsibility for the funds and securities of the Management Committee and shall be responsible for keeping full and accurate accounts of all receipts of all disbursements in books belonging to the

Management Committee. S/he shall be responsible for the deposit of all monies and all other valuable effects in the name and to the credit of the Management Committee in such depositaries as may from time to time be designated by the Management Committee. In general, s/he shall perform all the duties incident to the office of Secretary/Treasurer.

7. Assistant Secretary/Treasurer. The Assistant Secretary/Treasurer shall have all of the power and authority, duties and responsibilities, rights and privileges granted to the Secretary/Treasurer in the foregoing section; and s/he shall assist the Secretary/Treasurer in the fulfillment of his or her obligations set forth above.

8. Officers. The following sub-sections are added to Article VI of the By-Laws:

8. Rules Officer. S/he shall be responsible to make sure that all Management Committee and Association meetings follow "Robert Rules of Order," and that the official minutes for all meetings are complete and accurate.

9. President Pro Tem. If neither the President nor the Vice President is able, for any reason, to act, the Management Committee shall appoint some other member of the Committee as "President Pro Tem" to act on a temporary basis until such time as the President or Vice President is able to perform his or her duties.

9. Accounting. Article VII, Section 4 of the By-Laws is deleted in its entirety and the following is substituted in lieu thereof:

4. The fiscal year of the Association shall consist of the twelve month period commencing on July 1st of each year and terminating on June 30th of the following year. The fiscal year as herein established shall be subject to change by the Committee should it be deemed advisable or in the best interests of the Association.

10. Report. The second sentence in Article VIII, Section 2 of the By-Laws is deleted in its entirety and the following is substituted in lieu thereof:

. . . A report of such audit or review shall be prepared by July 31st of each year and shall be submitted to the unit owners at or before the next annual meeting of the Association.

11. Effective Date. The effective date of this Fifth Amendment to the DAYBREAK HILL Declaration of Condominium and By-Laws shall be the date on which this document is filed for record in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the DAYBREAK HILL Homeowners Association has executed this instrument on the day and year first above written.

DAYBREAK HILL HOMEOWNERS ASSOCIATION

By: Maxine E. Brown
Title:) President

By: Billy King
Title:) Secretary

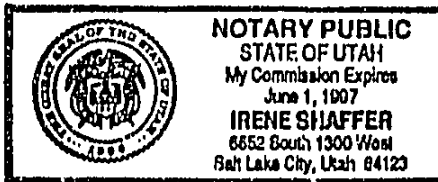
ACKNOWLEDGEMENT

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

On the 26th day of June, 1994, personally appeared before me Maxine Brown and Billy King, who by me being duly sworn, did say that they are the President and Secretary of DAYBREAK HILL HOMEOWNERS ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said ASSOCIATION by authority of a Resolution of its Management Committee, and said Maxine Brown and Billy King, duly acknowledged to me that said ASSOCIATION executed the same.

Irene Shaffer
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
6-1-97



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EXHIBIT "A"

The Land described in the foregoing Amendment to the DAYBREAK HILL DECLARATION OF CONDOMINIUM AND BY-LAWS is located in Salt Lake County, Utah and is described more particularly as follows:

PARCEL I - Beginning at a Point which is SOUTH 498.00 feet and SOUTH 86°50'40" WEST 33.05 feet from the East Quarter Corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence SOUTH 260.00 feet; thence SOUTH 86°50'40" WEST 223.95 feet; thence NORTH 3°09'20" WEST 126.00 feet; thence NORTH 86°50'40" EAST 42.00 feet; thence NORTH 3°09'20" WEST 133.61 feet; thence NORTH 86°50'40" EAST 196.26 feet to the Point of Beginning.

PARCEL II - Beginning at a Point which is SOUTH 498.00 feet and SOUTH 86°50'40" WEST 229.31 feet from the East Quarter Corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence SOUTH 3°09'20" EAST 133.61 feet; thence SOUTH 86°50'40" WEST 42.00 feet; thence SOUTH 3°09'20" EAST 126.00 feet; thence SOUTH 86°50'40" WEST 109.00 feet; thence NORTH 3°09'20" WEST 126.00 feet; thence NORTH 86°50'40" EAST 42.00 feet; thence NORTH 3°09'20" WEST 133.61 feet; thence NORTH 86°50'40" EAST 113.00 feet to the Point of Beginning. Contains 28,832 Square Feet.

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EXHIBIT "B"

DESCRIPTION OF ADDITIONAL LAND

PARCEL III - Beginning at a Point which is SOUTH 758.00 feet and SOUTH 86°50'40" WEST 366.00 feet from the East Quarter Corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence SOUTH 86°50'40" WEST 132.00 feet; thence NORTH 3°09'20" WEST 126.00 feet; thence NORTH 86°50'40" EAST 132.00 feet; thence SOUTH 3°09'20" EAST 126.00 feet to the Point of Beginning. Contains 16,632 Square Feet.

PARCEL IV - Beginning at a Point which is SOUTH 498.00 feet and SOUTH 86°50'40" WEST 342.31 feet from the East Quarter Corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence SOUTH 3°09'20" EAST 133.61 feet; thence SOUTH 86°50'40" WEST 215.00 feet; thence NORTH 58°56'55" WEST 38.44 feet; thence NORTH 3°09'20" WEST 112.00 feet; thence NORTH 86°50'40" EAST 246.79 feet to the Point of Beginning. Contains 32,630 Square Feet.

PARCEL V - Beginning at a Point which is SOUTH 498.00 feet and SOUTH 86°50'40" WEST 589.10 feet from the East Quarter Corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence SOUTH 3°09'20" EAST 112.00 feet; thence SOUTH 58°56'55" EAST 38.44 feet; thence NORTH 86°50'40" EAST 45.00 feet; thence SOUTH 3°09'20" EAST 126.00 feet; thence SOUTH 86°50'40" WEST 229.10 feet; thence NORTH 260.00 feet; thence NORTH 86°50'40" EAST 138.00 feet to the Point of Beginning. Contains 47,702 Square Feet.