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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SNOW CHRISTENSEN & MARTINEAU
10 EXCHANGE PLACE PO BOX 45000
SLC, UT 84145
REC BY: REBECCA GRAY , DEPUTY

THIS FIRST AMENDMENT SUPERSEDES THE FIRST AMENDMENT OF DECLARATION OF CONDOMINIUM OF QUAILBROOK EAST RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER ON SEPTEMBER 4, 1986 as ENTRY NO. 4307747, BOOK 5811, PAGES 3030-3037, WHICH PRIOR AMENDMENT DID NOT INCLUDE ALL THE CHANGES ADOPTED BY THE OWNERS.

FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
QUAILBROOK EAST
A CONDOMINIUM PROJECT

This First Amendment to Declaration of Condominium of Quailbrook East, a condominium project, is made this 21 day of October, 1987, by the Management Committee, as directed by the Unit Owners.

R E C I T A L S:

1. The original Declaration of Condominium of Quailbrook East was recorded on October 30, 1978, in Book 4762 at Page 1423, Entry No. 3189589, Records of Salt Lake County containing the property description attached hereto as Exhibit "A."
2. Members of the Quailbrook East Condominium Owners Association holding in excess of 66-2/3 percent of the ownership interest in the common areas and facilities of the Quailbrook East Condominiums now desire to amend the Declaration in certain respects and have authorized the Management Committee to execute and record such amendments.

NOW, THEREFORE, the Declaration of Condominium of Quailbrook East, a condominium project, is hereby amended in the following respects:

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I.

Subsection 7(b)(8) is hereby amended to read in its entirety as follows:

No admission fees, charges for use, leases or other income-generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas and Facilities, except as authorized by the Management Committee.

II.

Section 7 is further amended by the addition of the following subparagraph

(c) Penalties. In addition to any other remedies available at law or equity, or under the terms of this Declaration or the Bylaws, the Management Committee is hereby authorized to establish and enforce penalties in the event of noncompliance with the rules and regulations established by the Management Committee or this Declaration or the Bylaws.

III.

Section 8 is hereby amended to change the address of the person to receive process from 7th Floor, Continental Bank Building, Salt Lake City, Utah 84101 to Eleventh Floor, 10 Exchange Place, P. O. Box 45000, Salt Lake City, Utah 84145.

IV.

Subsection 12(b) is hereby amended by inserting the following after the fourth sentence:

At any one time there shall not be more than three (3) Committee members who are absentee Owners, or agents or officers of absentee Owners other than individuals.

V.

The second paragraph of Section 15 is hereby amended by inserting "\$10,000" in place of "\$5,000."

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VI.

The second sentence of subsection 18(b) is hereby amended to read in its entirety as follows:

The fidelity bond or insurance shall name the Association as the obligee or insured and shall be written in an amount sufficient to afford the protection reasonably necessary, but in no event less than an amount equal to 20% of the Project's estimated annual operating expenses, including reserves.

VII.

Subsection 19(a) is hereby amended to read in its entirety as follows:

Each Unit Owner shall pay the Management Committee his allocated portion of the cash requirement deemed necessary by the Management Committee to manage and operate the Condominium Project, upon the terms, at the time, and in the manner herein provided without any deduction on account of any set-off or claim which the Owner may have against the Management Committee or Association. Each installment shall be due on or before the first day of each month. If the Unit Owner shall fail to pay any installment within ten (10) days of the time when the same becomes due, a fifteen dollar (\$15.00) late fee shall be added to the late account. If the Unit Owner shall fail to pay any installment within thirty (30) days of the time when the same becomes due, the Owner shall pay, in addition to the late fee, interest on said installment at the rate of eighteen percent (18%) per annum from the date when such installment shall become due to the date of the payment thereof, together with all costs and expenses, including attorney's fees, incurred in any proceedings brought to collect such unpaid common expenses.

VIII.

The second sentence of Subsection 19(f) is hereby amended to read in its entirety as follows:

Suit to recover a money judgment for unpaid common expenses may be maintained without foreclosing or

waiving the following lien securing the same: the amount of any assessment, whether regular or special, assessed to a Unit plus late fees and interest at eighteen percent (18%) per annum, and costs, including reasonable attorney's fees, shall become a lien upon such Unit upon recordation of a notice of assessment as provided by the act.

IX.

Section 25 is hereby amended by adding the following phrase to the end thereof: ", including attorneys fees "

X.

Section III.5. of Exhibit "A" is hereby amended to read in its entirety as follows:

At the meeting of the Association, such owners of the undivided ownership of the common areas and facilities as may be present at such meeting in person or by proxy shall constitute a quorum for any and all purposes, except where express provisions of these By-Laws or the Declaration of Condominium require a specific percentage of the ownership interest in the common areas and facilities for voting on any particular matter. In the absence of a quorum, the Chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until holders of the amount of interest requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted at the meeting as originally notified.

XI.

Section VI.3. of Exhibit "A" is hereby amended by adding the following sentence thereto:

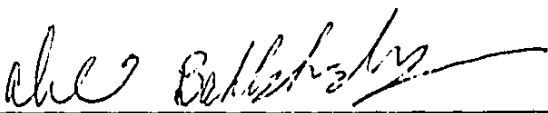
"However, the Management Committee may, in its discretion, refuse to make available for inspection any personal confidential information about a Unit Owner."

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IN WITNESS WHEREOF, the Management Committee has executed this First Amendment the day and year first above written.

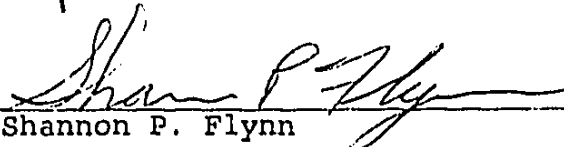
MANAGEMENT COMMITTEE


Quailbrook East Condominium Owners Association

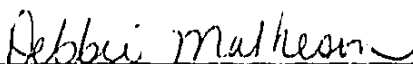

Abe Bakhsheshy

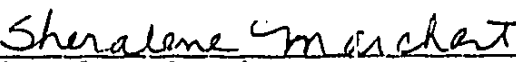

Kirk F. Matheson


John R. Martin


Shannon P. Flynn


Doug Credille


Debbie Matheson


Sheralene Marchant

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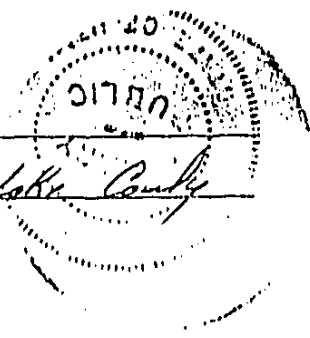
Bret Carter
 Bret Carter

Geniel Johnson
 Geniel Johnson

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

On the 21 day of October, 1987, personally appeared before me Abe Bakhsheshy, Kirk Matheson, John R. Martin, Shannon P. Flynn, Doug Credille, Debbie Matheson, Sheralene Marchant, Bret Carter and Geniel Johnson, who being by me duly sworn, did say that they are the members of the Management Committee and the foregoing instrument was signed by them by authority of a resolution of the membership of Quailbrook East Condominium Owners Association and they duly acknowledged to me that they executed the same.

Paul J. Tompkins
 NOTARY PUBLIC
 Residing at: Salt Lake County



My Commission Expires:
1-13-88

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CERTIFICATE OF MANAGEMENT COMMITTEE

We, the undersigned, being all the members of the Management Committee, do hereby certify:

1. That we are the duly elected and acting members of the Management Committee; and

2. That the foregoing First Amendment to Declaration of Condominium of Quailbrook East, was duly adopted by members of the Quailbrook East Condominium Owners Association holding in excess of 66-2/3 percent of the ownership interest in the common areas and facilities of the Quailbrook East Condominiums at a special meeting of the Association duly held on July 17, 1986.

Abe Bakhsheshy
Abe Bakhsheshy

Kirk Matheson
Kirk Matheson

John R. Martin
John R. Martin

Shannon P. Flynn
Shannon P. Flynn

Doug Credille
Doug Credille

Debbie Matheson
Debbie Matheson

Sheralene Marchant
Sheralene Marchant

Bret Carter
Bret Carter

Geniel Johnson
Geniel Johnson

SCMDJC663

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EXHIBIT "A"

BEGINNING at a point which is 1064.98 feet North and 1790.31 feet West of the Southeast corner of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being on the South line of College Street and also being the Northwest corner of Lot 34, Brookwood Subdivision and on the arc of a 275 foot radius curve to the right and running thence along said arc Northwesterly 13.06 feet to a point of tangency; thence along said South line North 24°17' West 20.5 feet to a point of tangency with a 525 foot radius curve to the left; thence also Northwesterly along said curve 604.28 feet to a point of tangency; thence South 89°46' West 180.29 feet also along said south line of said College Street more or less to an existing North-South fence line; thence South 0°30' West 163.02 feet more or less to the Southeast corner of J. H. Wright and Pearl Wright property as conveyed in that certain warranty deed recorded April 10, 1946, as Entry No. 1036205 in Book 467 at Page 565 of the Official Records; thence South 87° West 108.90 feet; thence South 5° West 25.08 feet; thence West 19.80 feet to and along the exterior boundaries of the land described in the deeds from Larry G. Barney and Lynda G. Barney, his wife, to Hidden Lake Apartments and Don M. Wright and Joan L. Wright, his wife, to Hidden Lake Apartments each of which was recorded January 15, 1970, in Book 2822 at Pages 243 and 246, respectively, along the following courses; thence North 89°18' West 375.49 feet; thence South 8°45' East 87.61 feet; thence South 78°50' West 127.66 feet; thence North 89°43' West 70.89 feet; thence South 4°54'30" East 110.00 feet; thence South 62°06'39" West 84.38 feet; thence South 72°47'30" West 66.26 feet; thence North 89°43' West 60.00 feet to the East line of 900 East Street; thence along said East line South 4°54'30" East 52.98 feet; thence North 87°26' East 112.80 feet; thence North 55°06' East 71.00 feet; thence North 66° East 94.00 feet; thence North 57°02' East 126.00 feet; thence North 75°26' East 40.00 feet; thence North 53° East 177.47 feet; thence South 85°35' East 195.30 feet to the West line of the Land described in the deed from Salt Lake City to Pacific Lake Park Development Company, recorded January 15, 1970, in Book 2822 at Page 238 of the Official Records, said point also being on an existing fence line; thence along said West line and along said existing fence line, South 4° West 447.80 feet; and along said existing fence line, South 84° East 427.68 feet, and along said existing fence South 4° East 575.73 feet, more or less, to the center of Big Cottonwood Creek, said center being the North line of the land described in deed from H. C. Reynolds and Ella J. Reynolds, his wife, to Hidden Lake Apartments recorded January 15, 1970, in Book 2822 at Page 245; thence continuing along the center of said creek, North 77°14'10" East 76.38 feet; thence continuing along the center of said creek North 81°15'40" East 313.04 feet to a point South of the Southwest corner of Lot 27, of Brookwood Subdivision; thence North to and along the West line of said

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Exhibit "A" Continued

Brookwood Subdivision 775.36 feet to a point in the South line of Lot 34, said Brookwood Subdivision; which point is South 151.15 feet and North 89°46'30" East 5.80 feet from the Northwest corner of said Lot 34; thence running South 89°46'30" West 5.80 feet; thence North 151.15 feet to the point of BEGINNING.

EXCEPTING THEREFROM that portion conveyed to Salt Lake County by Warranty Deed recorded August 23, 1977 as Entry No. 2986974 in Book 4537 at Page 1058 of the Official Records, and more particularly described as follows:

Beginning on the East line of 900 East Street at a point which is 935.34 feet more or less North and 3344.26 feet more or less West from the Southeast corner of Section 5, Township 2 South, Range 1 East Salt Lake Base and Meridian; thence South 4°54'30" East along said 900 East Street, 52.98 feet; thence North 87°24' East 20.02 feet; thence North 4°54'30" West 51.98 feet; thence North 89°43' West 20.08 feet to the point of beginning.