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When recorded, return to:
Daybreak Park Homeowners Association
3236 So. 300 West
Washington, UT 84780

DOC # 20130006422

Amended Restrictive Covenants
Russell Shirts Washington County Recorder
02/20/2013 03:35:34 PM Fee \$ 14.00
By DAYBREAK PARK HOA

Page 1 of 3



AMENDMENT TO THE DAYBREAK PARK COVENANTS

This amendment to the Daybreak Park Protective Covenants for Washington City recorded on January 29, 2007, as **Entry No. 20070004696**, records of Washington County, is made on the date evidenced below by the Daybreak Park Homeowners Association.

RECITALS:

WHEREAS, the undersigned is the designee of the Developer to carry on the affairs of the Daybreak Park Homeowners Association ("Association") and has all lawful power and authority to reconstitute the Association and adopt these amendments;

WHEREAS, the Development Phase has not been completed and, consequently, the undersigned is hereby authorized to modify, amend or repeal (in whole or in part) these protective covenants.

WHEREAS, the undersigned desires to amend the protective covenants so that the Association can properly function due to the current issues and situation of the original Developer.

WHEREAS, this amendment shall be binding on all of the property described on the attached Exhibit A.

WHEREAS, all Recitals herein including any provisions amended by this document shall be fully incorporated into the protective covenants of the Association as if originally contained therein.

NOW THEREFORE, the protect covenants are hereby amended as follows:

1. Definitions:

a. **Owner**. The term Owner as used in these protective covenants and the bylaws shall mean an Owner of any lot within the Association who has received a certificate of occupancy issued by Washington City for a permitted structure to be built thereon. Until such time as a certificate of occupancy has been issued to the Owner, said Owner shall be and remain a member of the Association but shall not have any obligation to pay any assessments as set forth in the protective covenants nor shall said Owner have any voting rights in the Association. Upon issuance of a certificate of occupancy, both assessment obligations and voting rights shall take effect as set forth in the protective covenants and bylaws. All other provisions of the protective covenants and bylaws shall be binding upon an Owner of a lot, regardless of whether or not a certificate of occupancy has been obtained except that when calculating the necessary number of votes needed to pass any measure, establish a quorum, amend any governing documents of the Association, or for any other purpose, those lots for which a certificate of occupancy has not

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been issued shall not be included in the calculation of the necessary approvals and/or number of votes needed.

b. **Developer.** The term Developer shall mean the Daybreak Development Group, LLC, its successor(s) and assigns and Martin R. Slate has assigned and conveyed all of his related rights to the undersigned to effectuate this amendment (and an amendment to the Bylaws) for the purpose of governance of the Association.

c. **Development Phase.** The term Development Phase shall mean, for purposes of this Declaration and the Bylaws, the period of time which the Developer or its designee(s) acts as the Architectural Control Committee as set forth in Article 2, Section 2.1(g) of these protective covenants.

2.. Section 3.1 of the protective covenants is amended in its entirety to now read:

a. **3.1 Duration of Restrictions.** The covenants and restrictions contained herein shall run with and bind the land for a period of fifty (50) years from the date this document is recorded, after which time said Covenants shall be automatically extended for successive period of ten (10) years each, subject to amendment as herein set forth. Until the Developer or its designee ceases to act as the Architectural Control Committee, the covenants and restrictions contained herein **and in the bylaws** may be modified, amended or repealed in whole or in part at any time and from time to time by the Developer or his successor or assigns by recorded instrument.

In witness hereof the undersigned does hereby executes this Amendment, and certifies that the vote required by section 3.1 of the protective covenants for an amendment has occurred.

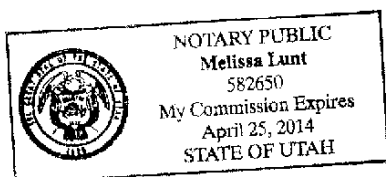
DAYBREAK PARK HOMEOWNERS ASSOCIATION

Dated: 2-20-13

By: Jerald E. Ohman
Its: Director/Trustee

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

On the 20 day of February, 2013, personally appeared before me Jerald E. Ohman, the sole and remaining appointed Director/Trustee of the Daybreak Park Homeowners Association, the signer of the within instrument, who duly acknowledged to me that he executed the same.



Melissa Lunt
Notary Public

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EXHIBIT A

BEGINNING AT A POINT BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 3090 SOUTH STREET AND THE WEST RIGHT-OF-WAY LINE OF 240 WEST STREET AND BEING LOCATED SOUTH $0^{\circ}08'57''$ WEST ALONG THE SECTION LINE AND THE CENTERLINE OF SAID 240 WEST STREET, 16.50 FEET AND NORTH $89^{\circ}16'03''$ WEST, 16.50 FEET FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE SOUTH $0^{\circ}08'57''$ WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 1251.03 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH $89^{\circ}17'39''$ WEST, 647.24 FEET; THENCE NORTH $0^{\circ}14'41''$ EAST 1251.31 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH $89^{\circ}16'03''$ EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 645.16 FEET TO THE POINT OF BEGINNING. CONTAINS 18.56 ACRES.

TAX ID NUMBERS W-5-2-34-211 and W-5-2-34-212