

EH 2982235 PG 1 OF 3  
 LEANN H KILTS, WEBER COUNTY RECORDER  
 28-MAY-19 1159 AM FEE \$40.00 DEP JKC  
 REC FOR: MARGARET ZEEMER

**AMENDMENT TO**  
**DECLARATION OF COVENANTS, CONDITIONS, AND**  
**RESTRICTIONS AND**  
**RESERVATION OF EASEMENTS FOR**  
**DAYBREAK**  
**A PLANNED UNIT DEVELOPMENT SUBDIVISION**

\*\*\*\*\*

**THIS AMENDMENT** is made this \_\_\_\_\_ day of May, 2019, by DAYBREAK OWNERS' ASSOCIATION, a Utah corporation, amending the Declaration dated the 8<sup>th</sup> day of May, 1997, recorded on the 8<sup>th</sup> day of May, 1997, in Book 1861, at Page 254, as Entry Number 1470499, covering the following described real property situate in Weber County, State of Utah, to wit:

Beginning at a point on the West line of the Amway Property, said point being West 468.47 feet and North 1445.66 feet from the Southeast Corner of Section 16, Township 5 North, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing: North 00°27'31" East from said corner to the East Quarter Corner of Section 16); and running thence North 63°51'42" West 167.57 feet; thence Southwesterly along the arc of a 247.26 foot radius curve to the right a distance of 178.88 feet (Central Angle equals 41°26'58" and Long Chord bears South 51°39'36" West 175.00 feet); thence South 12°57'06" West 52.14 feet; thence South 33°36'28" West 60.27 feet; thence North 56°23'32" West 275.37 feet; thence North 60°30'46" West 84.07 feet; thence North 32°24'30" East 90.44 feet; thence North 73°57'59" East 71.61 feet; thence South 36°42'45" East 22.46 feet; thence South 59°06'44" East 63.42 feet; thence North 29°08'39" East 111.13 feet; thence South 60°21'37" East 124.62 feet; thence North 29°38'23" East 98.07 feet; thence South 66°21'48" East 46.36 feet; thence North 27°31'49" East 130.56 feet to a point on the Jerry Peterson Southwesterly property line; thence South 59°10'39" East 160.69 feet; thence South 00°14'31" West 49.15 feet along said property line to the Northwest Corner of said Amway Property; thence South 00°27'31" West 190.17 feet along the Westerly line of said Amway Property to the point of beginning.

07-504-0001-0028	CM
07-505-0001-0028	DB
	CM

1. Section 1 of Article XIII is amended to read as follows:

**“Section 1. Common Area.** The Association shall keep all buildings, improvements and all fixtures of the Common Area insured against loss or damage by Fire and Earthquake for the full insurance replacement cost thereof and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by Fire and Earthquake and such other hazards as the Association may deem desirable, with the Association and the Owner as beneficiary of such insurance. The Insurance coverage with respect to the Common Area shall be written in the name of and proceeds shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Assessments made by the Association.”

2. Section 2 of Article XIII is amended to read as follows:

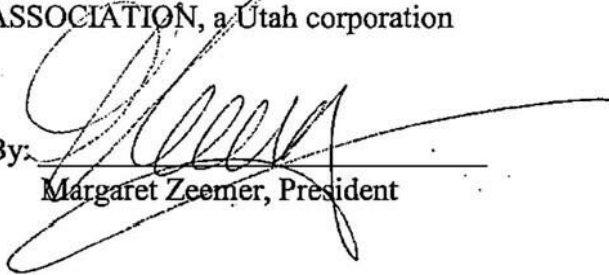
**“Section 2. Insurance Obligations of the Association.** Subject to the limitation of this Section, the Association shall insure each Dwelling Unit against loss or damage by Fire, Earthquake, or any other casualty, under the standard form of extended endorsement and broad form now in use in the State of Utah or under such other insurance as may be required by any mortgagee of the residence. All such insurance shall be for the full replacement value of the Dwelling Unit and for the benefit of the Owner.

“For purposes of this Section 2, Dwelling Unit shall be limited to that part of the Dwelling Unit within the unfinished surface of the interior walls, floors, and ceilings to, and including the outside surface of the exterior walls, floors and roofs of the individual Dwelling Units initially installed, or replacement thereof of like kind or quality and any components, fixtures, or piping contained therein. The term “Dwelling Unit” does not include unit floor coverings, interior paint, wall coverings, ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, or built-in cabinets, nor does it include personal satellite or antenna equipment.

“Any Owner may, if he or she wishes, at his or her own expense, carry any and all other insurance he or she deems advisable beyond that included in the home owners policy required by the Association.”

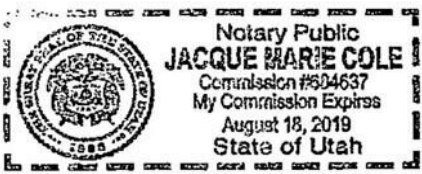
**IN WITNESS WHEREOF**, DAYBREAK OWNERS’ ASSOCIATION, a Utah corporation, has executed this Amendment on the day and year first above written.

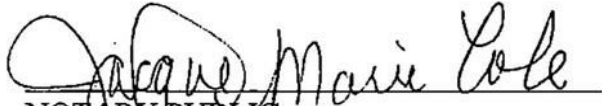
DAYBREAK OWNERS’ ASSOCIATION, a Utah corporation

By:   
Margaret Zeemer, President

STATE OF UTAH                    )  
  :SS  
COUNTY OF WEBER

On the 28 day of May, 2019, personally appeared before me MARGARET ZEEMER, who being by me duly sworn did say that she is the President of DAYBREAK OWNERS’ ASSOCIATION, a Utah corporation, and that within and foregoing instrument was signed in behalf of said corporation by authority of a vote of members of the Association and a resolution of its Board of Trustees, and the said Margaret Zeemer duly acknowledged to me that said corporation executed the same.



  
NOTARY PUBLIC