

WHEN RECORDED, RETURN TO:

Kennecott Land Company
4700 Daybreak Parkway
South Jordan, UT 84095
Attention: Senior Advisor, Contracts & Risk

10972749
06/17/2010 02:20 PM \$55.00
Book - 9833 Pg - 6600-6613
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: ZJM, DEPUTY - WI 14 P.

**SUPPLEMENT TO DECLARATION OF CONDOMINIUM
FOR GARDEN PARK CONDOMINIUMS, PHASE 1
(ADDING ADDITIONAL LAND - PHASE 3)**

THIS SUPPLEMENT TO DECLARATION OF CONDOMINIUM FOR GARDEN PARK CONDOMINIUMS, PHASE 1 (ADDING ADDITIONAL LAND – PHASE 3) (this “Supplement”) is made as of June 16, 2010, by **KENNECOTT LAND COMPANY**, a Delaware corporation, as declarant (“Declarant”) under that certain Corrected Declaration of Condominium, Phase 1, recorded on February 12, 2010, as Entry No. 10896618, in Book 9803, beginning at Page 6231 (as amended and supplemented from time to time, the “Declaration”), and is consented to by **KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY**, a Delaware corporation (“KLRDC”), and **IVORY HOMES, LTD**, a Utah limited partnership (“Ivory Homes”).

RECITALS:

- A. Pursuant to the Declaration, Declarant has established the Garden Park Condominium Project (the “Project”) initially consisting of various residential “Units” as more particularly defined and described therein, which Units are to be improved with certain attached residential units called “condominiums”. The Project is located within the community commonly known as “Daybreak” located in South Jordan, Utah.
- B. KLRDC owns certain parcels of real property (“Additional Land”) adjacent to the Project. The Additional Land is legally described in Exhibit A, attached hereto and incorporated herein by this reference.
- C. Declarant desires to add the Additional Land to the Project and submit and subject the same to the Declaration, as the terms, conditions, covenants and restrictions thereof now exist or may hereafter be amended.

NOW, THEREFORE, Declarant hereby declares the following:

- 1. **Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Declaration.
- 2. **Submission to Declaration.** Pursuant to Article 16 of the Declaration, Declarant hereby exercises its Option to Expand the Project and add the Additional Land to the Project;

and Declarant submits and subjects the Additional Land to the Declaration, including, without limitation, all covenants, restrictions, easements, conditions, charges and liens set forth in the Declaration. KLRDC and Ivory Homes hereby consents to the submission of the Additional Land to the Declaration. From and after the recordation of this Supplement, the Additional Land shall be held, transferred, sold, conveyed and occupied subject to the Declaration, including, without limitation, all covenants, restrictions, easements, conditions, charges, and liens set forth in the Declaration. In addition, the Additional Land shall be subject to the governance of the Garden Park Condominium Owners' Association, Inc., a Utah nonprofit corporation, as more particularly described in the Declaration.

3. **Amendment to Total Number of Units and Maximum Ownership Interests.** Notwithstanding anything contained in the Declaration to the contrary, upon recordation of this Supplement, the Project shall be deemed to include ten (10) additional Units for a total of twenty (20) Units in the Project. The Units added to the Project by this Supplement are depicted on the plat attached hereto as **Exhibit B** and incorporated herein by this reference. Accordingly, upon recordation of this Supplement, each Owner will be deemed to have a maximum 1/20th undivided interest in the Common Area.
4. **Amendment to Allocated Interest of Each Unit in the Common Expenses of the Project.** Notwithstanding anything contained in the Declaration to the contrary, upon recordation of this Supplement, each Unit shall have a 1/20th Allocated Interest in the Common Expenses.
5. **Replacement of Exhibit D of Declaration.** **Exhibit D** to the Declaration is hereby deleted in its entirety and replaced with **Exhibit D-1** attached hereto and incorporated herein by this reference. All references to "**Exhibit D**" in the Declaration shall hereafter refer to **Exhibit D-1**.
6. **Full Force and Effect.** The Declaration, as supplemented hereby, remains in full force and effect.
7. **Incorporation by Reference.** The Recitals and Exhibits to this Supplement are hereby incorporated into this Supplement by this reference.

[Signatures on Next Page]

IN WITNESS WHEREOF, Declarant has executed this Supplement, and KLRDC and Ivory Homes have consented to the same, as of the date first written above.

Declarant:

KENNECOTT LAND COMPANY,
a Delaware corporation

By: 
Name: Ty McCutcheon
Title: Vice President Daybreak

KLRDC:

**KENNECOTT LAND RESIDENTIAL
DEVELOPMENT COMPANY,**
a Delaware corporation

By 
Name: Ty McCutcheon
Title: Vice President Daybreak

Ivory Homes:

IVORY HOMES, LTD,
a Utah limited partnership

By 
Name: Clark D. Ivory
Title: CEO

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On June 16, 2010, personally appeared before me, a Notary Public, Ty McCutcheon, the Vice President Daybreak of **KENNECOTT LAND COMPANY**, a Delaware corporation, 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**, a Delaware corporation.

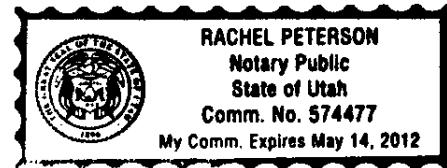
WITNESS my hand and official Seal.

Rachel Peterson
Notary Public in and for said State

My commission expires: May 14, 2012

[SEAL]

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)



On June 16, 2010, personally appeared before me, a Notary Public, Ty McCutcheon, the Vice President Daybreak of **KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY**, a Delaware corporation, 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**, a Delaware corporation.

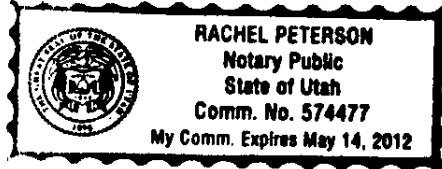
WITNESS my hand and official Seal.

Rachel Peterson
Notary Public in and for said State

My commission expires: May 14, 2012

[SEAL]

STATE OF UTAH)



COUNTY OF SALT LAKE

) SS.

)

On June 16, 2010, personally appeared before me, a Notary Public, Clark Ivory, the CEO of **IVORY HOMES, LTD**, a Utah limited partnership, 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 **IVORY HOMES, LTD**, a Utah limited partnership.

WITNESS my hand and official Seal.





Notary Public in and for said State
My commission expires: 01-30-2012

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF ADDITIONAL LAND

All of the real property described on that certain plat entitled "GARDEN PARK CONDOMINIUMS, PHASE 3, Amending Parcels K and L of Kennecott Daybreak Village 4A Multifamily No. 1 Subdivision", recorded on 17 JUNE, 2010, as Entry No. 109 72748, Book 2010 P, at Page 104 of the Official Records of Salt Lake County, Utah.

Being more particularly described as follows:

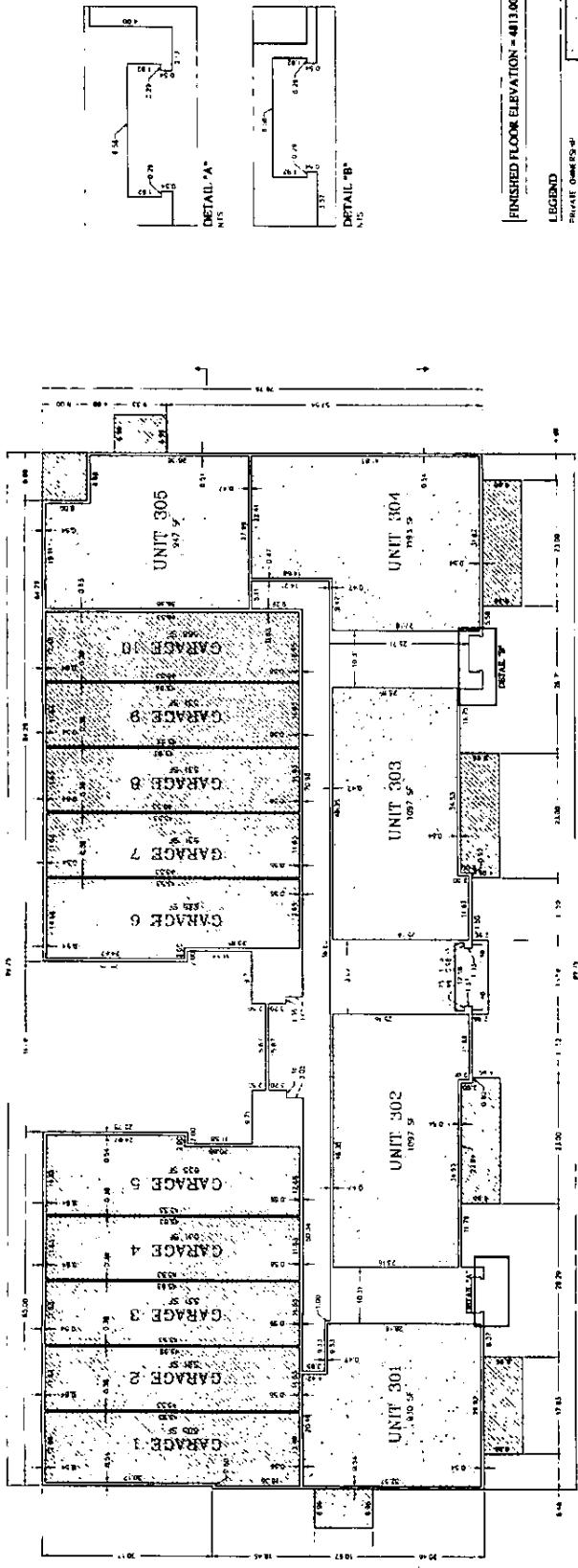
Commencing at the Southeast corner Section 24 Township 3 South Range 2 West Salt Lake Base and Meridian (basis of bearing being N89°58'42"W 2,677.863 feet between the Southeast corner and the South quarter corner of said Section 24) and running along the South line of Section 24 N89°58'42"W 802.25 feet; thence North 3,919.10 feet to the point of beginning; then N36°32'54"W 120.08 feet along the East Right-of-Way line of Oakmond Road; thence N53°27'06"E 226.00 feet to a point on the West Right-of-Way line of Arugla Drive; thence S36°32'54"E 100.00 feet along the Right-of-Way line of Arugla Drive to a point on the North Right-of-Way line of Alley 28; thence along said Right-of-Way line S53°27'06"W 120.00 feet to an intersection point of South and West Right-of-way lines of Alley 28 and Alley 29; thence S36°32'54"E 20.08 feet along the West Right-of-Way Alley 29; thence S53°27'06"W 106.0 feet to the POINT OF BEGINNING.

Contains 0.5677 acres - 10 units.

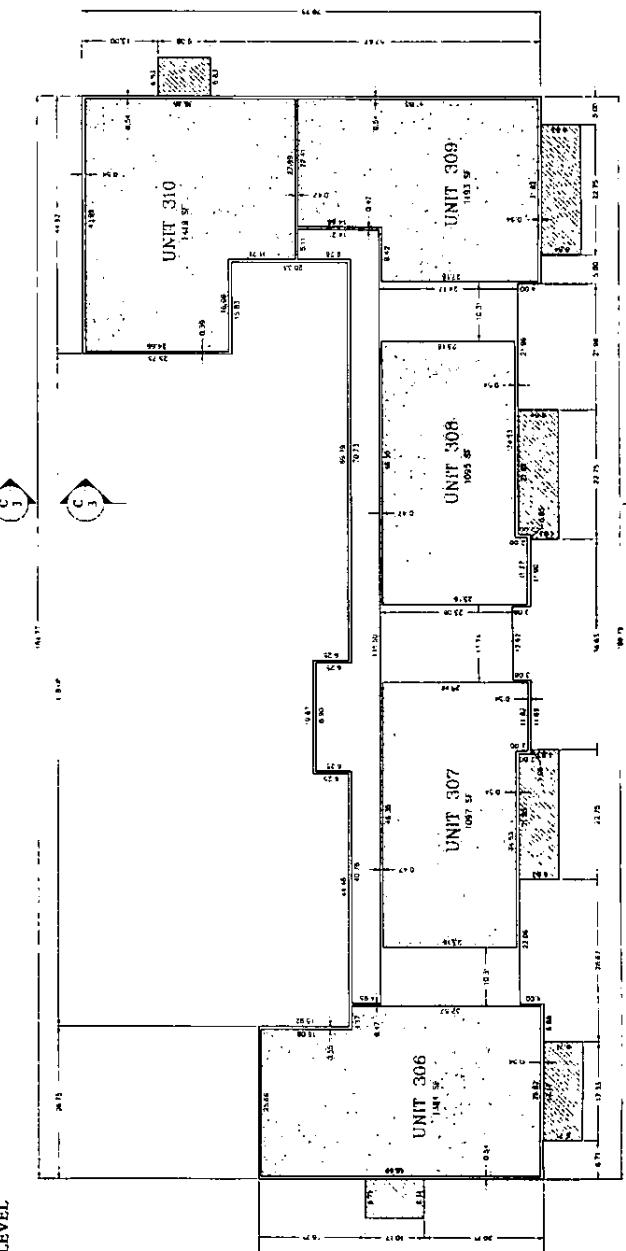
EXHIBIT B

PLAT

[Attach Garden Park Condominiums, Phase 3 Plat]



MAIN LEVEL
PLAN
1:100



UPPER LEVEL
PLAN
1:100

FINISHED FLOOR ELEVATION = 4013.00

LEGEND

SHRINK WRAP
WATER CATCHER
CONCRETE PAVING
ASPHALT

CARAGE ASSIGNMENTS

UNIT NO.	GRADE NO.
301	1
302	2
303	3
304	4
305	5
310	6
308	7
309	8
307	9
306	10

PLAT PREPARED BY
FOCUS
ARCHITECTURE AND ENGINEERING
CONTRACTORS INC.
1000 N. BROADWAY, SUITE 100
OKLAHOMA CITY, OK 73102
(405) 235-1111

GARDEN PARK CONDOMINIUMS, PHASE 3
Sheet 03 of 5

Location in the Northwest Corner of Section 7A, T. 15, R. 7E
See Lot, Block and Section
Bldg. No. 300
Size or Unit Count of 144' x 104'
Address or
Date _____

11/11/01

11/11/01

11/11/01

11/11/01

11/11/01

11/11/01

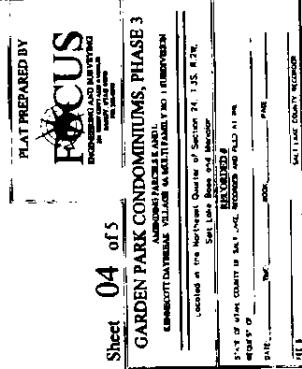
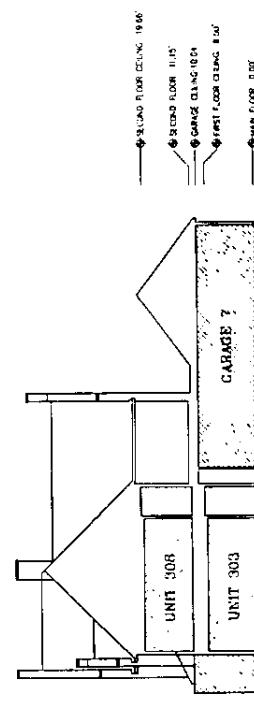
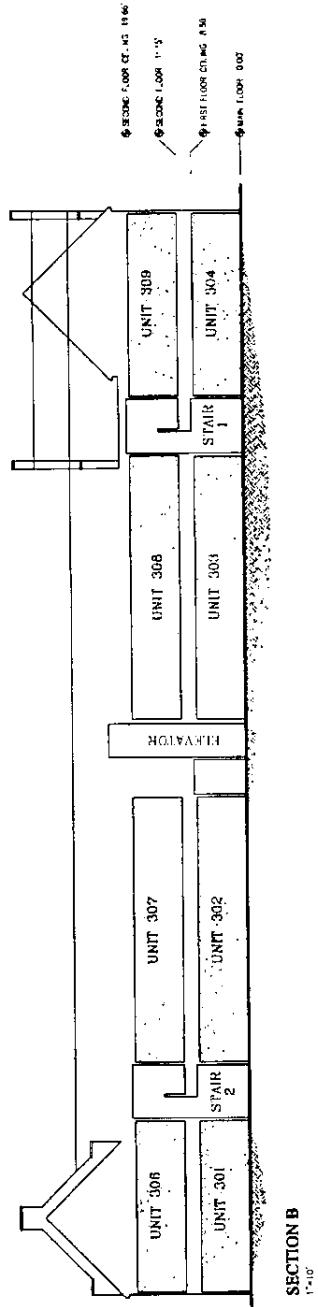
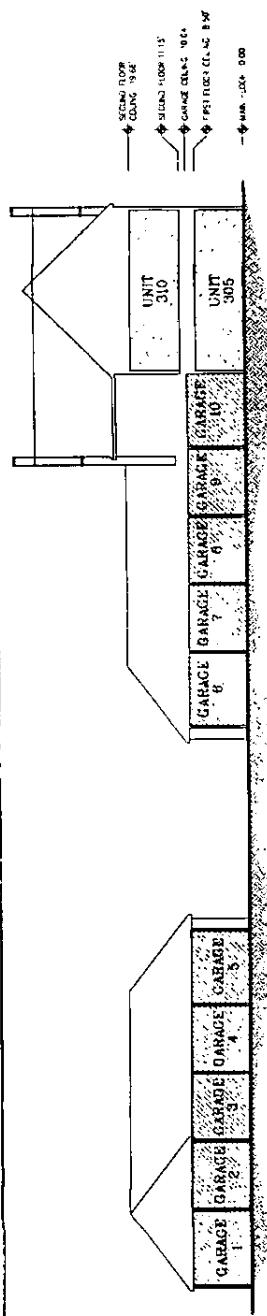
11/11/01

11/11/01

11/11/01

11/11/01

3
DAYBREAK



PLAT NUMBER	DATE FOR DARK LOT AREA	DATE FOR OPEN SPACE, LOT AREA	COLLECTOR STREET: PARK STRP AREA		PARK AREA EDEDICATED TO CITY		CITY SPACE AREA DEDICATED TO CITY		NUMBER OF UNLAWFUL FOOTPRINTS	
			NON-COLLECTOR STREET PARK STRP AREA	PARK STRP AREA	STRP AREA EDEDICATED TO CITY	PARK AREA EDEDICATED TO CITY	UNLAWFUL FOOTPRINTS	UNLAWFUL FOOTPRINTS	UNLAWFUL FOOTPRINTS	UNLAWFUL FOOTPRINTS
A-1A PLAT 1	7-5-21	7-12-21	2.26	3.33	0.00	0.00	38.33	-	13	4,000.00
A-1A PLAT 1 AMEND	7/26	7/27	2.76	3.73	0.00	0.00	49.33	-	13	4,000.00
OMW HLL AMEND	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
A-1A PLAT 2	6-15-21	10-19-21	-	1.32	0.74	0.96	0.00	15.7843	1	4,000.00
A-1A PLAT 2 AMEND	6-15-21	10-19-21	1.32	1.74	0.96	0.96	7.70	-	21	5,303.73
VILLAGE COURT 1 PLAT	8-20-21	9-20-21	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
A-1A PLAT 3	2-4-21	-	-	0.32	0.30	0.00	0.00	0.00	0	0.00
A-1A PLAT 4	6-7-21	-	0.196	0.147	0.00	0.00	0.00	0.00	0	0.00
A-1A PLAT 4 AMEND	6-7-21	-	0.196	0.147	0.00	0.00	0.00	0.00	0	0.00
CARNAZ STODOS	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
A-1A PLAT 5	2-9-21	-	2.756	1.18	0.54	0.00	0.00	0.00	0	0.00
A-1A PLAT 5 AMEND	5-9-21	-	0.0000	1.18	0.54	0.00	0.00	0.00	20	4,000.00
A-1A PLAT 6	3-17-21	-	31.818	0.00	0.00	0.00	0.00	0.00	0	0.00
A-1A PLAT 7	10-12-21	-	7.6218	6.77	5.11	0.00	0.00	0.00	0	4,000.00
A-1A PLAT 8	1-15-21	-	1.750	0.0000	0.13	0.39	0.00	0.00	0	0.00
PLAT 9-1 VILLAGE 30-10	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
CORPORATE CENTER #1	6-30-21	-	0.0000	0.07	0.10	0.00	0.00	0.00	0	0.00
PLAT 10	6-16-21	-	0.0000	0.18	0.17	0.00	0.00	0.00	0	0.00
A-1A PLAT 11 AMEND	10-31-21	-	7.6218	6.77	5.11	0.00	0.00	0.00	0	4,000.00
A-1A PLAT 12 VILLAGE COTTAGES	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
A-1A PLAT 13 VILLAGE COTTAGES	7-17-2021	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
A-1A PLAT 14	11-18-21	-	7.6218	7.83	5.11	0.00	0.00	0.00	0	4,000.00
VILLAGE CHURCH TA	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
AMPHIAC VILLAGE COTTAGES	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT 14 AMEND	11-16-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
A-1A PLAT 15 AMEND PLAT 1A	12-6	-	22.7	2.26	5.25	0.00	0.00	0.00	0	4,000.00
COMMERCIAL PARK PLAT 1	6-20-21	-	0.0000	1.36	0.80	0.00	0.00	0.00	0	0.00
APARTMENT VENTURE #1	6-20-21	-	0.0000	1.30	1.14	0.00	0.00	0.00	0	0.00
A-1A PLAT 16	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
SUMMIT LEISURE VILLAGE	6-20-21	-	0.0000	1.11	0.64	0.00	0.00	0.00	0	0.00
BRIDGEPORT VILLAGE	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
COMMERCIAL PARK PLAT 1	6-20-21	-	0.0000	0.19	0.22	0.00	0.00	0.00	0	0.00
A-1 COMMERCIAL PARK PLAT 2	6-20-21	-	0.0000	0.47	0.40	0.00	0.00	0.00	0	0.00
A-1A BA-1	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-2	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-3	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-4	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-5	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-6	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-7	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-8	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-9	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-10	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-11	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-12	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-13	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-14	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-15	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-16	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-17	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-18	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-19	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-20	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-21	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-22	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-23	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-24	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-25	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-26	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-27	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-28	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-29	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-30	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-31	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-32	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-33	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-34	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-35	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-36	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-37	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-38	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-39	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-40	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-41	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-42	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-43	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-44	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-45	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-46	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-47	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-48	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-49	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-50	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-51	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-52	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-53	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-54	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-55	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-56	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-57	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-58	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-59	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-60	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-61	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-62	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-63	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-64	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-65	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-66	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-67	6-20-21	-	0.0000	0.00	0.00	0.00	0.00	0.00	0	0.00
PLAT BA-68	6-20-21	-</								

EXHIBIT C
INTENTIONALLY OMITTED

EXHIBIT D-1

GARDEN PARK CONDOMINIUMS, PHASE 1 & 3

Schedule of Units, Square Footage,
Votes and Undivided Interests in Common Areas

Unit Identifying Number	Unit Type	Approx. Sq. Footage of Unit	Undivided Interest Per Unit	No. of Votes Per Unit
101	condo	930	1/20th	1
102	condo	1097	1/20th	1
103	condo	1097	1/20th	1
104	condo	1193	1/20th	1
105	condo	947	1/20th	1
106	condo	1384	1/20th	1
107	condo	1097	1/20th	1
108	condo	1095	1/20th	1
109	condo	1193	1/20th	1
110	condo	1412	1/20th	1
301	condo	930	1/20th	1
302	condo	1097	1/20th	1
303	condo	1097	1/20th	1
304	condo	1193	1/20th	1
305	condo	947	1/20th	1
306	condo	1384	1/20th	1
307	condo	1097	1/20th	1
308	condo	1095	1/20th	1
309	condo	1193	1/20th	1
310	condo	1412	1/20th	1

* All references to unit designations refer to such numbers and designations as contained on the Plats.

** All square footages are approximate and may vary by up to as much as 10% per unit.