

By: CDC

WHEN RECORDED, RETURN TO:

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

**SUPPLEMENT TO DECLARATION OF CONDOMINIUM
 FOR GARDEN PARK CONDOMINIUMS, PHASE 1
 (ADDING ADDITIONAL LAND - PHASE 4)**

THIS SUPPLEMENT TO DECLARATION OF CONDOMINIUM FOR GARDEN PARK CONDOMINIUMS, PHASE 1 (ADDING ADDITIONAL LAND – PHASE 4) (this “**Supplement**”) is made as of June 14th, 2011, 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.** Ivory Homes 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 and Ivory Homes desire to add the Additional Land to the Project and to 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 thirteen (13) additional Units for a total of thirty-three (33) 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 1/33rd 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 1/33rd 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.
8. **Consent.** Ivory Homes hereby executes this Supplement to evidence its agreement and consent to the terms and provisions of this Supplement.

[Signatures on Next Page]

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


Declarant:

KENNECOTT LAND COMPANY,
a Delaware corporation

By 
Name TM MCCUTCHEON
Title VICE PRESIDENT DAYBREAK

KLRDC:

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

By 
Name TM MCCUTCHEON
Title VICE PRESIDENT DAYBREAK

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

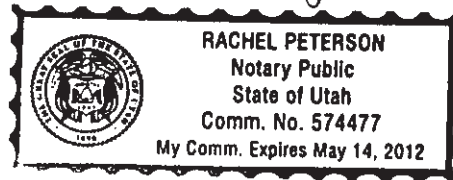
On June 9, 2011, personally appeared before me, a Notary Public, Ty McClutcheon, the Vice President of **KENNECOTT LAND COMPANY**, a Delaware corporation, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above 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)

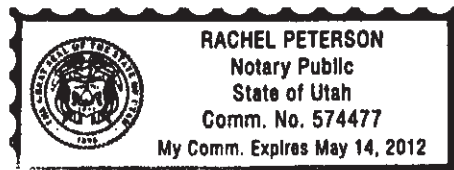
On June 9, 2011, personally appeared before me, a Notary Public, Ty McClutcheon, the Vice President of **KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY**, a Delaware corporation, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me 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]



AGREED AND CONSENTED TO BY:

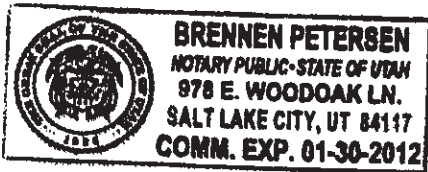
Ivory Homes:

IVORY HOMES, LTD,
a Utah limited partnership

By: *RD Liffarth*
Name: *Rick D. Liffarth*
Title: *Secretary*

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

On June 14, 2011, personally appeared before me, a Notary Public,
Rick D. Liffarth, the *Secretary* 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.

RD Liffarth
Notary Public in and for said State
My commission expires: *1-30-2012*

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF ADDITIONAL LAND

All of the real property described on that certain plat entitled "GARDEN PARK CONDOMINIUMS, PHASE 4, Amending Parcels G and H of Kennecott Daybreak Village 4A Multifamily No. 3 Subdivision", recorded on 6/15, 2011, as Entry No. 1198505, Book 2011P, at Page 79 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 NORTH 89°58'42" WEST, 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 NORTH 89°58'42" WEST, 713.657 FEET; THENCE NORTH 00°01'18" EAST, 4270.304 FEET TO THE POINT OF BEGINNING SAID POINT ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF VEEROMA WAY; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES 1) SOUTH 61°41'23" WEST, 45.08 FEET; 2) 91.31 FEET ALONG A 372.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 68°43'18" WEST, 91.08 FEET); THENCE 23.63 FEET ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 70°23'53" WEST, 22.28 FEET) TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF TYDEMAN WAY; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 36°32'54" WEST, 196.03 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 53°27'06" EAST, 120.89 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ALLEY 17, THENCE ALONG SAID RIGHT-OF-WAY SOUTH 36°32'54" EAST, 134.50 TO AN INTERSECTION POINT OF THE SOUTH AND WEST RIGHT-OF-WAY LINE OF SAID ALLEY 17; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 53°27'06" EAST, 24.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 36°32'54" EAST, 110.48 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.6940 ACRES - 13 UNITS

EXHIBIT B

PLAT

[Attach Garden Park Condominiums, Phase 4 Plat]

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D-1

GARDEN PARK CONDOMINIUMS, PHASE 1, 3 and 4

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	1/33rd	1
102	condo	1097	1/33rd	1
103	condo	1097	1/33rd	1
104	condo	1193	1/33rd	1
105	condo	947	1/33rd	1
106	condo	1384	1/33rd	1
107	condo	1097	1/33rd	1
108	condo	1095	1/33rd	1
109	condo	1193	1/33rd	1
110	condo	1412	1/33rd	1
301	condo	930	1/33rd	1
302	condo	1097	1/33rd	1
303	condo	1097	1/33rd	1
304	condo	1193	1/33rd	1
305	condo	947	1/33rd	1
306	condo	1384	1/33rd	1
307	condo	1097	1/33rd	1
308	condo	1095	1/33rd	1
309	condo	1193	1/33rd	1
310	condo	1412	1/33rd	1
401	condo	785	1/33rd	1
402	condo	937	1/33rd	1
403	condo	1099	1/33rd	1
404	condo	1122	1/33rd	1
405	condo	1613	1/33rd	1
406	condo	1791	1/33rd	1
407	condo	1099	1/33rd	1

408	condo	1122	1/33rd	1
409	condo	932	1/33rd	1
410	condo	1036	1/33rd	1
411	condo	1002	1/33rd	1
412	condo	696	1/33rd	1
413	condo	1291	1/33rd	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.