

11833146  
4/14/2014 3:38:00 PM \$30.00  
Book - 10223 Pg - 6253-6259  
Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 7 P.

When Recorded Return To:

M3 Properties, LLC  
6127 Murdoch Woods Pl.  
Salt Lake City, UT 84121

---

**SUPPLEMENTAL DECLARATION OF ANNEXATION  
DEERWOOD FARMS SUBDIVISION  
HOLLADAY, UTAH**

THIS SUPPLEMENTAL DECLARATION OF ANNEXATION OF DEERWOOD FARMS SUBDIVISION, HOLLADAY, UTAH (this "Amendment") is executed this 10 day of April, 2014 by Deerwood Farms, LC, a Utah limited liability company (incorrectly referred to as Deerwood Farms, LLC under the Declaration, as defined herein) ("Declarant") and Deerwood Farms, LLC and Ronald C. Gunnell and Kaye L. Gunnell the owners of the Additional Property, as defined herein ("Owner").

**RECITALS**

A. Declarant is the entity identified and designated as the Declarant (the "Declarant") in that certain Declaration of Covenants, Conditions, Easements and Restrictions for Deerwood Farms Subdivision Holladay, Utah (the "Declaration") dated the 4<sup>th</sup> day of April, 2013, that was recorded in the office of the Salt Lake County Recorder, Utah, on April 5, 2013 as Entry No. 11612139, in Book 10124, at Page 6023-6047, which Declaration pertains to a residential subdivision known as Deerwood Farms Subdivision, Phase 2 (the "Project") located on that certain real property located in Holladay City, Salt Lake County, Utah, as more particularly described on Exhibit "A" attached hereto (the "Property"). Capitalized terms not otherwise defined in this Assignment shall have the same meaning given to such terms in the Declaration; and

B. Owner is the the owner of that certain real property which is adjacent to the Project and described more fully as set forth on Exhibit "B" (the "Additional Property"); and

C. Pursuant to Section 2.5 of the Declaration, Declarant now desires to expand the real property subject to the Declaration to include the Additional Property, as defined herein and by the Declaration and make certain amendments to the Declaration; and

D. Pursuant to Section 2.5 of the Declaration, Owner now desires to subject the Additional Property to the Declaration as amended herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby agrees and acts as follows:

**AMENDMENT AND ANNEXATION**

1. Addition of Property. Pursuant to the rights reserved to Declarant under Section 2.5 of the Declaration, Declarant agrees to annex the Additional Property and Owner agrees to

submit the Additional Property to the terms and conditions of the Declarations, as amended herein.

2. The Additional Property shall be held, transferred, sold conveyed and occupied as part of the Property subject to the benefits and burdens of the Declaration and any amendment thereto.

3. The Declaration shall run with the Additional Property and be binding upon all successors and assigns of any interest in the Additional Property.

4. The Declarations shall be amended to provide that the Additional Property shall not be subject to the Initial Assessment, as defined in Section 3.7 of the Declaration as a result of annexation, but any subsequent transfer of title from Owner to any other party shall obligate the successor party to pay the Initial Assessment set forth in such Section 3.7.

5. The second sentence of Section 3.5 of the Declaration shall be amended and restated as follows:

All assessments will be allocated among the Owners based on a fraction. The numerator of the fraction will be equal to the number of Lots (prior to any consolidation under Section 5.23(c) of the Declaration) owned by an Owner and the denominator shall be 11; and provided that the Owner of the Additional Property shall be deemed, solely for purposes of this Section 3.5, to own two (2) lots.

5. This Amendment shall become binding upon the Property, the Owner and the Additional Property effective upon recording.

6. Owner agrees to submit or cause to be submitted any other and such further documents and instruments as may reasonably be required to carryout the purposes of this Amendment which is to subject the Additional Property to the terms of this Declaration.

## 2. Miscellaneous.

a. Amendments. This Amendment may not be changed orally, but only by written agreement signed by the parties.

b. Successors and Assigns. This Amendment shall run with the land described herein and shall be binding upon and inure to the benefit of the parties to this Amendment and their respective successors and assigns.

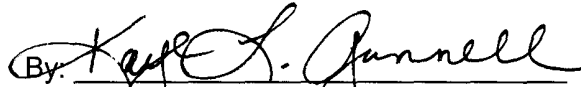
c. Severability. If any provision of this Assignment is held to be invalid, void or unenforecable in whole or in part, the rest of the Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

d. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by persons duly authorized to execute the same as of the date first above written.

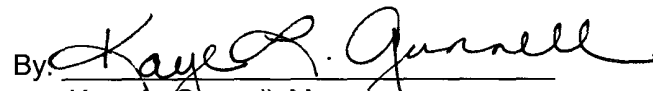
Declarant:

Deerwood Farms, LC,  
a Utah limited liability company

By:   
Kaye L. Gunnell, Manager

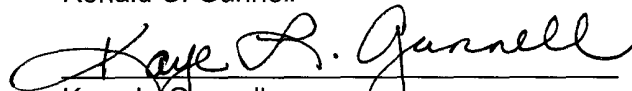
Owner(s):

Deerwood Farms, LC,  
a Utah limited liability company

By:   
Kaye L. Gunnell, Manager

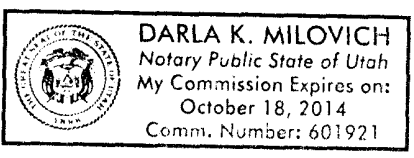
Individually:

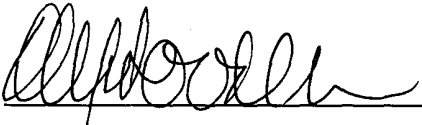
  
Ronald C. Gunnell

  
Kaye L. Gunnell

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

The foregoing instrument was acknowledged before me this 10 day of April, 2014, by Kaye L. Gunnell, who is Manager of Deerwood Farms, LC, the Declarant.

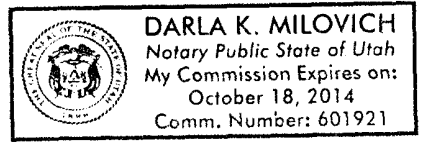



  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Salt Lake County, UT

My Commission Expires: 10/18/24

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

The foregoing instrument was acknowledged before me this 10 day of April, 2014, by Kaye L. Gunnell, who is Manager of Deerwood Farms, LC, the Owner.

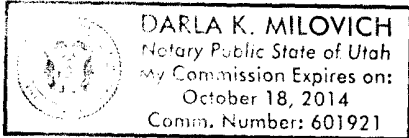



  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Salt Lake County, UT

My Commission Expires: 10/18/14

STATE OF Utah )  
 )  
 ) : ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 14 day of April, 2014, by Ronald C. Gunnell, the Owner.



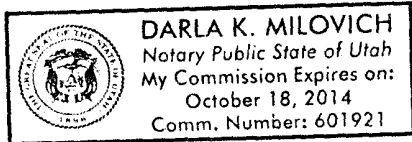
  
\_\_\_\_\_  
NOTARY PUBLIC


Residing at: Salt Lake County, UT

My Commission Expires: 10/18/14

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

The foregoing instrument was acknowledged before me this 10 day of April, 2014, by Kaye L. Gunnell, the Owner.



  
\_\_\_\_\_  
NOTARY PUBLIC

Residing at: Salt Lake County, UT

My Commission Expires: 10/18/14

**Exhibit A**  
to the ASSIGNMENT OF DECLARANT'S RIGHTS FOR  
DEERWOOD FARMS SUBDIVISION  
HOLLADAY, UTAH

**Legal Description of the Property**

That certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, DEERWOOD FARMS SUBDIVISION, PHASE 2, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder. Together with a non-exclusive easement for ingress and egress over and across the private roads identified on said plat recorded February 14, 2013 as Entry No. 11577691 in Book 2013P at Page 28, and all appurtenant rights in and to the Common Areas and Facilities identified in the Declaration of Covenants, Conditions, Easements and Restrictions for Deerwood Farms Subdivision, recorded April 5, 2013 as Entry No. 11612139 in Book 10124 at Page 6023 of official records.

Sidwell Numbers:

Lot 1: 22-15-427-018  
Lot 2: 22-15-427-019  
Lot 3: 22-15-427-020  
Lot 4: 22-15-427-017  
Lot 5: 22-15-427-016  
Lot 6: 22-15-427-015  
Lot 7: 22-15-427-014  
Lot 8: 22-15-427-013  
Lot 9: 22-15-427-012

**Exhibit B**  
to the ASSIGNMENT OF DECLARANT'S RIGHTS FOR  
DEERWOOD FARMS SUBDIVISION  
HOLLADAY, UTAH

**Legal Description of Additional Property**

That certain real property located in Salt Lake County, State of Utah, more particularly described and vested as follows:

PARCEL 1:

**Vested as: Deerwood LLC, a Utah Limited Liability Company**

Beginning at a point which is North 89°56'42" East 40.3 feet from the Southwest corner of Lot 1, DEERWOOD FARMS PHASE 2; thence South 00°03'20" East 390.02 feet; thence South 89°56'40" West 281.32 feet; thence North 21°40'16" West 130 feet; thence North 55°43'45" West 312.46 feet; thence North 24°45'00" West 102.32 feet more or less to the South line of Cottonwood Acres #2 Subdivision; thence Westerly to the most Northerly corner of Deerwood Farms Phase 2; thence South 24°45'03" East 102.33 feet; thence South 55°43'45" East 312.46 feet; thence South 21°40'16" East 130 feet; thence South 55°50'12" East 106.27 feet; thence North 75°46'58" East 141.93 feet; thence North 65°47'28" East 124.41 feet; thence North 364.15 feet; thence South 89°56'42" West 51.63 feet to the beginning.

Parcel Number 22-15-427-021

PARCEL 2:

**Vested as: Ronald C. Gunnell and Kaye L. Gunnell, husband and wife**

Beginning at a point which is South 00°17'02" West along the section line 627.32 feet and North 89°42'58" West 772.58 feet from the East quarter corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said quarter corner being North 00°17'02" East 2668.24 feet from the Southeast corner of said Section 15. Said point being on the Easterly line of that certain parcel conveyed by Quit Claim Deed to Mary S. Harris, recorded December 19, 1977 as Entry No. 3039909 in Book 4597 at Page 772 in the office of the Salt Lake County Recorder; thence North 24°45'00" West along said Easterly line 102.32 feet to a point on the South line of Cottonwood Acres No. 2 Subdivision, according to the official plat thereof; thence North 89°56'40" East along said South line 630.00 feet; thence South 00°03'20" East 390.02 feet; thence South 89°56'40" West 281.32 feet to a point on the Easterly line of that certain parcel as conveyed by Quit Claim Deed to Mallinckrodt No. 2 Ltd., a Utah limited partnership, recorded December 3, 1999 as Entry No. 7525996 in Book 8327 at Page 3115 in the office of the Salt Lake County Recorder; thence along said Easterly line the following two courses: (1) North 21°40'16" West 130 feet; (2) North 55°43'45" West 312.46 feet to the point of beginning.

Parcel Number 22-15-427-007