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 06/15/2011 10:04 AM \$33.00  
 Book - 9930 Pg - 8311-8316  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 IVORY DEVELOPMENT LLC  
 978 E WOODDAK LN  
 SLC UT 84117  
 BY: CDC, DEPUTY - WI 6 P.

**When Recorded, Return to:**

Kennecott Land Company  
 Attn: Senior Associate, Contracts & Risk  
 4700 West Daybreak Parkway  
 South Jordan, UT 84095

By: CDC

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,  
 COMMUNITY CHARTER FOR DAYBREAK**

**AND**

**SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
 RESTRICTIONS FOR GARDEN PARK VILLAGE,  
 SUBMITTING ADDITIONAL PROPERTY  
 (GARDEN PARK CONDOMINIUMS, PHASE 4)**

**AND**

**NOTICE OF REINVESTMENT FEE COVENANT**

**THIS SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,  
 COMMUNITY CHARTER FOR DAYBREAK, AND SUPPLEMENT TO  
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
 GARDEN PARK VILLAGE, SUBMITTING ADDITIONAL PROPERTY (GARDEN  
 PARK CONDOMINIUMS, PHASE 4) (this "Supplement") is made this 14<sup>th</sup> day of  
June, 2011, by **KENNECOTT LAND COMPANY**, as founder under the Covenant  
 for Community for Daybreak, recorded February 27, 2004, as Entry No. 8989517, in Book 8950,  
 beginning at Page 7722 (as amended and supplemented from time to time, the "**Covenant**"), that  
 certain Community Charter for Daybreak, as Entry No. 8989518, in Book 8950, beginning at  
 Page 7784, in the Official Records of Salt Lake County, Utah (as amended and supplemented  
 from time to time, the "**Charter**"), and as declarant ("**Declarant**") under the Declaration of  
 Covenants, Conditions and Restrictions for Garden Park Village, recorded on October 16, 2009,  
 as Entry No. 10818988, in Book 9771, beginning at Page 6207 (as amended 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.** Declarant executed and recorded the Covenant, Charter, and Declaration, which documents collectively govern certain residential uses of the development commonly known as "*Daybreak*" located in South Jordan, Utah.
- B.** Ivory Homes is concurrently herewith recording that certain subdivision map entitled "GARDEN PARK CONDOMINIUMS, PHASE 4, Amending Parcels G and H of

Kennecott Daybreak Village 4A Multifamily No. 3 Subdivision” (the “Plat”). The parcels or lots depicted on the Plat shall be included in the definition of “Project” as used in the Declaration. It is anticipated that condominiums will be constructed on certain of the lots located within the Plat, which lots comprise a portion of the real property described on Exhibit A (the “Property”).

- C. Ivory Homes is the owner of the Property.
- D. Declarant and Ivory Homes desire to submit and subject the Property to the Covenant, Charter, and the Declaration, including, without limitation, the terms, conditions, covenants and restrictions thereof as they 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 and not defined herein shall have the meanings ascribed to such terms in the Declaration.
2. **Submission to Declaration, Charter, and Covenant.** Pursuant to Section 5.2 of the Covenant, Section 16 of the Charter, and Section 14 of the Declaration, Declarant hereby submits and subjects the Property to the Covenant, Charter, and the Declaration, including, without limitation, all terms, conditions, covenants, easements, restrictions, liens, charges, and assessments contained therein. KLRDC and Ivory Homes consent to the submission and subjection of the Property to the Covenant, Charter, and the Declaration. In addition, the Property shall be subject to the governance of the Garden Park Village Association, Inc., a Utah nonprofit corporation, as more particularly described in the Declaration.
3. **Notice of Reinvestment Fee Covenant and Assessments.** Notice is hereby given that the Covenant, Charter, and the Declaration provide, among other things, that certain assessments and fees will be charged against portions of the Property (and their respective owners), as further described in the Covenant, Charter, and Declaration, including an “Assessment Reserve”, as more particularly defined and set forth in the Declaration, and a “Community Enhancement Fee”, as more particularly defined and set forth in the Covenant and the Declaration. The Community Enhancement Fee is a “reinvestment fee covenant” under Utah law, and pursuant to Utah law, a separate Notice of Reinvestment Fee Covenant has been recorded against the Property concurrently herewith.
4. **Full Force and Effect.** The Covenant, Charter, and the Declaration, as supplemented hereby, remain in full force and effect.
5. **Incorporation by Reference.** The Recitals and Exhibit to this Supplement are hereby incorporated into the Supplement by this reference.
6. **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 Ty McCutcheon  
Title Vice President Daybreak

**KLRDC:**

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

By   
Name Ty McCutcheon  
Title Vice President Daybreak

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

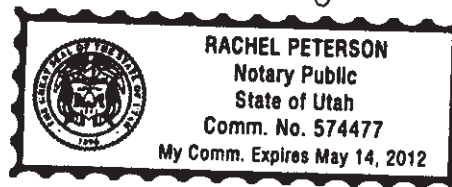
On June 9, 2011, personally appeared before me, a Notary Public, Ty McCutcheon, the Vice President Daybreak of **KENNECOTT LAND COMPANY**, a Delaware corporation, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed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

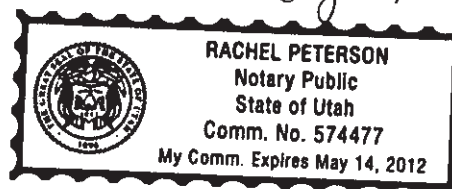
On June 9, 2011, personally appeared before me, a Notary Public, Ty McCutcheon, the Vice President Daybreak of **KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY**, a Delaware corporation, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged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



AGREED AND CONSENTED TO BY:

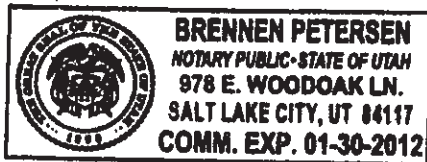
Ivory Homes:

**IVORY HOMES, LTD,**  
a Utah limited partnership

By: *[Signature]*  
Name: Rick D. Liffertu  
Title: Secretary

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

On June 14, 2011, personally appeared before me, a Notary Public,  
Rick D. Liffertu, 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.

*[Signature]*  
Notary Public in and for said State  
My commission expires: 1-30-2012

[SEAL]

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

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 \_\_\_\_\_, 2011, as Entry No. \_\_\_\_\_, Book \_\_\_\_\_, at Page \_\_\_\_\_ 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