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 Book - 9947 Pg - 1352-1361  
 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 COTTONWOOD TITLE  
 BY: eCASH, DEPUTY - EF 10 P.

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  
 (WITHDRAWING CERTAIN ADDITIONAL LAND - PHASE 3)**

**THIS SUPPLEMENT TO DECLARATION OF CONDOMINIUM FOR GARDEN PARK CONDOMINIUMS, PHASE 1 (WITHDRAWING CERTAIN ADDITIONAL LAND – PHASE 3)** (this “**Supplement**”) is made as of August 26, 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, collectively, 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**”) which consists 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 previously subjected the Additional Land (i.e., *Garden Park Condominiums Phase #3*) to the Project pursuant to that certain instrument entitled Supplement to Declaration of Condominium for Garden Park Condominiums, Phase 1 (Adding Certain Additional Land – Phase 3), dated June 16, 2010 and recorded on June 17, 2011, as Entry No.: 10972749, in Book, 9833, Page 6600-6613 (the “**Phase 3 Supplement**”).
- D. The Phase 3 Supplement incorporated the Additional Land into the Project and subjected the Additional Land described therein to: (i) all covenants, restrictions, easements, conditions, charges and liens set forth in the Declaration; and (ii) the governance of the Garden Park Condominium Owners’ Association, Inc., a Utah nonprofit corporation (the “**Condominium Association**”).

- E. The Additional Land has subsequently not yet been developed by Declarant and no “Units” (as defined in the Declaration) have been: (i) constructed on the Additional Land by Declarant or any other builder, or (ii) sold to any Owner.
- F. Declarant now desires to, among other things, withdraw the Additional Land from the Project (such Additional Land having not yet been developed) and to remove the Declaration, as the terms, conditions, covenants and restrictions thereof now exist or may hereafter be amended, as an encumbrance on title to the Additional Land, and terminate the Phase 3 Supplement, all as more particularly hereinafter set forth.

**NOW, THEREFORE,** Declarant hereby declares the following:

1. **Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meaning ascribed to such terms in the Declaration.
2. **Withdrawal of Additional Land and Release of Encumbrance of Declaration on Additional Land (Phase 3).** Pursuant to the Declaration, Declarant hereby withdraws the Additional Land from the Project; and Declarant hereby releases the Additional Land from the encumbrance of the Declaration, including, without limitation, all covenants, restrictions, easements, conditions, charges and liens set forth in the Declaration. KLRDC and Ivory Homes hereby consent to the withdrawal of the Additional Land from the Declaration. From and after the recordation of this Supplement, the Additional Land shall be held, transferred, sold, conveyed and occupied without encumbrance of the Declaration, including, without limitation, all covenants, restrictions, easements, conditions, charges, and liens set forth in the Declaration. In addition, the Additional Land shall no longer be subject to the governance of the Condominium Association.
3. **Termination of Phase 3 Supplement.** The Phase 3 Supplement (including all exhibits thereto) is hereby terminated and shall be deemed to be of no further force or effect. From and after the recordation of this Supplement, the Phase 3 Supplement shall no longer affect the Project or any portion thereof and shall no longer encumber the Additional Land.
4. **Further Expansion of Project.** Notwithstanding the foregoing, Declarant specifically reserves the right, pursuant to Article 16 of the Declaration, to expand the Project and to add the Additional Land (or portions thereof), or other additional land, to the Project at a future date (subject to the terms of the Declaration); *provided, however,* Declarant shall not be obligated to do so within any particular time frame, and Declarant makes no assurances that the Project or any portion thereof shall be expanded (at all) or that the Additional Land (or any portion thereof), or any other additional land shall be added to the Project.
5. **Amendment to Total Number of Units and Maximum Ownership Interests.** Notwithstanding anything contained in the Declaration or in the Phase 3 Supplement to the contrary, upon recordation of this Supplement which shall effectively terminate the Phase 3 Supplement, the Project shall include a total of twenty-three (23) Units in the Project (i.e., as of the recordation of this Supplement, the Project contains ten [10] Units

in Phase 1 and thirteen [13] Units in Phase 4). Accordingly, upon recordation of this Supplement, each Owner will be deemed to have a maximum 1/23<sup>rd</sup> undivided interest in the Common Area, as set forth on Exhibit D-1 attached hereto and incorporated herein.


6. **Amendment to Allocated Interest of Each Unit in the Common Expenses of the Project.** Notwithstanding anything contained in the Declaration or in the Phase 3 Supplement to the contrary, upon recordation of this Supplement, each Unit shall have a 1/23<sup>rd</sup> Allocated Interest in the Common Expenses.
7. **Replacement of Exhibit D to Declaration.** Exhibit D to the Declaration (as subsequently amended by the Phase 3 Supplement), 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.
8. **Full Force and Effect.** The Declaration, as supplemented hereby, remains in full force and effect.
9. **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 TM MCCLUTCHEON  
Title VICE PRESIDENT DAYBREAK


**KLRDC:**

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

By   
Name TM MCCLUTCHEON  
Title VICE PRESIDENT DAYBREAK

**Ivory Homes:**

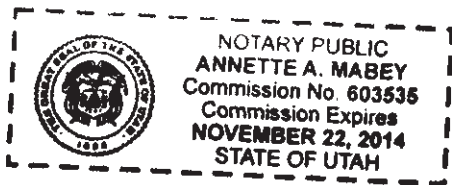
**IVORY HOMES, LTD,**  
a Utah limited partnership

By   
Name Richard Giffitt  
Title Secretary, Ivory Homes

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

On Aug 26, 2011, personally appeared before me, a Notary Public, Ty McCutcheon, the vice pres 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.



Annette A. Mabey  
Notary Public in and for said State

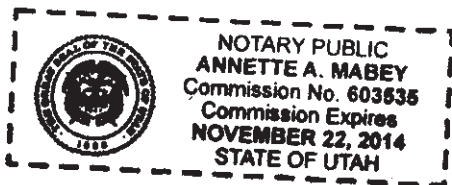
My commission expires: 11/22/2014

[SEAL]

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

On Aug 26, 2011, personally appeared before me, a Notary Public, Ty McCutcheon, the vice pres 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.



Annette A. Mabey  
Notary Public in and for said State

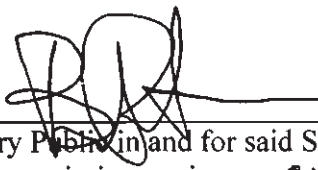
My commission expires: 11/22/2014

[SEAL]

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

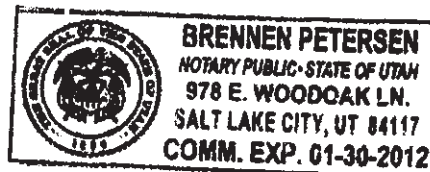
On August 30, 2011, personally appeared before me, a Notary Public, Rick Liffert, the Secretary of **IVORY HOMES, LTD**, a Utah limited partnership, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of **IVORY HOMES, LTD**, a Utah limited partnership.

WITNESS my hand and official Seal.



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

[SEAL]



**EXHIBIT A**

**LEGAL DESCRIPTION OF ADDITIONAL LAND  
(PHASE 3 UNITS) WITHDRAWN FROM PROJECT**

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 June 17, 2010, as Entry No. 10972748, Book 2010P, 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 Aruglal 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

Tax Parcel Nos. 26-24-226-007-0000 and 26-24-226-008-0000

**EXHIBIT B**

**INTENTIONALLY OMITTED**



**EXHIBIT C**

**INTENTIONALLY OMITTED**

**EXHIBIT D-1**

**GARDEN PARK CONDOMINIUMS**  
Updated Schedule of Units, Square Footage,  
Votes and Undivided Interests in Common Areas

<b>Unit Identifying Number</b>	<b>Unit Type</b>	<b>Approx. Sq. Footage of Unit</b>	<b>Undivided Interest Per Unit</b>	<b>No. of Votes Per Unit</b>
<b>Phase 1</b>				
101	condo	930	1/23rd	1
102	condo	1097	1/23rd	1
103	condo	1097	1/23rd	1
104	condo	1193	1/23rd	1
105	condo	947	1/23rd	1
106	condo	1384	1/23rd	1
107	condo	1097	1/23rd	1
108	condo	1095	1/23rd	1
109	condo	1193	1/23rd	1
110	condo	1412	1/23rd	1
<b>Phase 4</b>				
401	condo	785	1/23rd	1
402	condo	937	1/23rd	1
403	condo	1099	1/23rd	1
404	condo	1122	1/23rd	1
405	condo	1613	1/23rd	1
406	condo	1791	1/23rd	1
407	condo	1099	1/23rd	1
408	condo	1122	1/23rd	1
409	condo	932	1/23rd	1
410	condo	1036	1/23rd	1
411	condo	1002	1/23rd	1
412	condo	696	1/23rd	1
413	condo	1291	1/23rd	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.