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ADAM GARDINER  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 5 P.

WHEN RECORDED, RETURN TO:

VP Daybreak Operations LLC  
Attn: Gary Langston  
11248 Kestrel Rise Road, Suite 201  
South Jordan, UT 84009

26.17.476.005

**SUPPLEMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
GARDEN PARK VILLAGE  
(ADDING ADDITIONAL LAND – GARDEN PARK LAKESIDE PHASE 1 SUBDIVISION)**

**THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GARDEN PARK VILLAGE (ADDING ADDITIONAL LAND – GARDEN PARK LAKESIDE PHASE 1 SUBDIVISION)** (this “**Supplement**”) is made as of APRIL 26, 2018, by **VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company (as successor-in-interest to Kennecott Land Company, a Delaware corporation) as successor Declarant (“**Declarant**”), under that certain 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 and/or supplemented from time to time (collectively, the “**Declaration**”); and is consented to by **IVORY DEVELOPMENT, LLC**, a Utah limited liability company (“**Ivory Development**”).

**RECITALS:**

- A. Pursuant to the Declaration, Declarant has established the *Garden Park Village* project (the “**Project**”) initially consisting of various residential “Lots” as more particularly defined and described therein, which Lots are to be improved with certain residential units. The Project is located within the community commonly known as “*Daybreak*” located in South Jordan, Utah.
- B. Ivory Development owns certain parcels of real property (collectively, “**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 Development 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 of Additional Land (Lots) to Declaration.** Pursuant to Article 14 of the Declaration, Declarant hereby exercises its option to expand the Project and add the Additional Land to the Project, effective as of the recording of this Supplement; 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. By its execution hereof, Ivory Development hereby consents to the submission and subjection of the Additional Land to the Declaration, as set forth herein. 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 Village Association, Inc., a Utah nonprofit corporation, as more particularly described in the Declaration.
3. **Full Force and Effect.** The Declaration, as amended hereby, remains in full force and effect.
4. **Incorporation by Reference.** The Recitals and Exhibits to this Supplement are hereby incorporated into this Supplement by this reference.


*[Signatures on Following Page]*

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

**Declarant:**

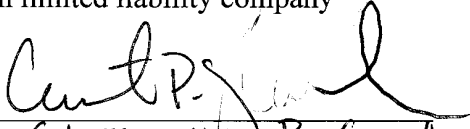
**VP DAYBREAK OPERATIONS LLC,**  
a Delaware limited liability company

By: Daybreak Communities LLC,  
a Delaware limited liability company  
Its: Project Manager

By:   
\_\_\_\_\_  
Ty McCutcheon, President & CEO

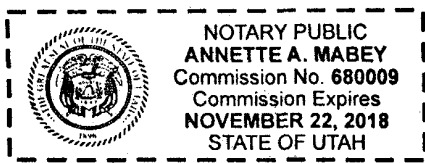
**Ivory Development:**

**IVORY DEVELOPMENT, LLC,**  
a Utah limited liability company

By:   
Name: CHRISTOPHER P. GAMBLE  
Its: PRESIDENT

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

On April 26<sup>th</sup>, 2018, personally appeared before me, a Notary Public, Ty McCutcheon, President & CEO of Daybreak Communities LLC, the Project Manager of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company, 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 VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.



WITNESS my hand and official Seal.

Annette A Mabey  
Notary Public in and for said State

My commission expires: 11/22/2018

[SEAL]

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

On May 14, 2018, personally appeared before me, a Notary Public, Christopher P. Cammeryas, the President of IVORY DEVELOPMENT, LLC, a Utah limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he/she executed the above instrument on behalf of IVORY DEVELOPMENT, LLC, a Utah limited liability company.



WITNESS my hand and official Seal.

Brad Mackay  
Notary Public in and for said State

My commission expires: March 30, 2019

[SEAL]

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

All of the real property described on that certain plat entitled "GARDEN PARK LAKESIDE PHASE 1 SUBDIVISION AMENDING LOT A-3 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT", recorded on APRIL 11, 2018, as Entry No. 12750890, Book 2018 P, at Page 163 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON RECORDATION OF PLAT]

Garden Park Lakeside Plat 1 Subdivision:

Beginning at the Northwest corner of Lot A-3 of the Kennecott Daybreak Oquirrh Lake Plat said point lies North 00°02'52" East 443.498 along the Section line and East 4632.971 feet from the Southwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along the Boundary of said Lot A-3 the following (11) courses: 1) North 53°27'06" East 46.585 feet; 2) North 52°16'02" East 33.730 feet to a point on a 100.041 foot radius tangent curve to the right, (radius bears South 37°43'58" East); 3) along the arc of said curve 100.834 feet through a central angle of 57°45'00" to a point of reverse curvature with a 150.004 foot radius tangent curve to the left, (radius bears North 20°01'02" East); 4) along the arc of said curve 129.451 feet through a central angle of 49°26'44" to a point of reverse curvature with a 127.597 foot radius tangent curve to the right, (radius bears South 29°25'41" East); 5) along the arc of said curve 56.202 feet through a central angle of 25°14'13"; 6) North 85°48'32" East 11.896 feet to a point on a 123.528 foot radius tangent curve to the right, (radius bears South 04°11'28" East); 7) along the arc of said curve 68.764 feet through a central angle of 31°53'41" to a point of compound curvature with a 488.548 foot radius tangent curve to the right, (radius bears South 27°42'13" West); 8) along the arc of said curve 77.350 feet through a central angle of 09°04'17"; 9) South 53°13'30" East 32.815 feet to a point on a 149.065 foot radius tangent curve to the left, (radius bears North 36°46'30" East); 10) along the arc of said curve 39.451 feet through a central angle of 15°09'49"; 11) South 68°23'19" East 30.655 feet; thence South 20°59'13" West 335.841 feet; thence South 17°05'37" West 61.953 feet; thence South 53°27'06" West 116.582 feet to the West line of said Lot A-3, also being the East right-of-way line of Kestrel Rise Road; thence along said West line North 36°32'54" West 568.653 feet to the point of beginning.

Property contains 4.012 acres.