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7/16/2019 4:37:00 PM \$40.00  
Book - 10804 Pg - 1503-1509  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
OLD REPUBLIC TITLE DRAPER/OREM  
BY: eCASH, DEPUTY - EF 7 P.

When Recorded Return to:

Homeowner's Association of Rockwell Square, Inc.  
248 East 13800 South  
Draper, Utah 84020

File # 1829742ms

Tax Parcels Identified on Exhibit A hereto

34-06-328-184 and 34-06-328-187

**SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF  
CONDOMINIUM AND DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR ROCKWELL SQUARE CONDOMINIUMS**

THIS SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ROCKWELL SQUARE CONDOMINIUMS ("**Supplement**") is made this 16<sup>th</sup> day of July 2019, by THE ROCKWELL CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC., a Utah nonprofit corporation (the "**Association**").

**RECITALS**

A. The Association is the current Association under that certain Amended and Restated Declaration of Condominium and Declaration of Covenants, Conditions, and Restrictions for Rockwell Square Condominiums, dated January 7, 2011 and recorded on January 11, 2011 as Entry No. 11114069, in Book 9897 at Page 4942, in the official records of Salt Lake County, Utah, as subsequently amended ("**Declaration**").

B. The Declaration encumbers all the real property described on Exhibit A attached hereto ("**Project**").

C. The Association wishes to withdraw certain land described on Exhibit B attached hereto ("**Removable Land**") from the Project Declaration, and (ii) annex certain land described on Exhibit C attached hereto ("**Annexable Land**") to the Project and the Declaration (collectively, the "**Exchange**").

D. Pursuant to Section 18.03 of the Declaration, Owners of 67% of the votes allocable to all Units may amend the Declaration, at which time the Association shall cause a Supplemental Declaration and Supplemental Plat to be recorded in the official records of Salt Lake County, Utah.

E. Pursuant to Section 16.03 of the Declaration, the Association must obtain the consent of 76% of the First Mortgagees to transfer a portion of the Common Elements.

F. In accordance with the Declaration and bylaws, a special meeting was held on August 6, 2018 whereby Owners of 67% or more of the votes allocable to all Units voted in favor of consenting to and approving the Exchange, and 76% or more of the First Mortgagees have consented to such Exchange.

G. The Association, acting on behalf of Owners pursuant to Sections 4.02(ix) and 18.03, amends the Declaration, as more fully stated herein.

## TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals/Defined Terms. A term which is used as a defined term in this Supplement, but that is not herein defined, shall have the meaning set forth in the Declaration. The Recitals set forth above are hereby incorporated into this Supplement.

2. Withdrawal of Land. The Declaration is hereby amended and supplemented by removing and withdrawing the Removable Land from the Project. By recording this Supplement, the Association hereby memorializes and declares that the Removable Land is no longer subject to or governed by the Declaration. No covenants, restrictions, limitations, or other terms or provisions of the Declaration shall hereafter be binding as to any portion of the Removable Land.

3. Annexation of Land. The Declaration is hereby amended and supplemented by annexing the Annexable Land to the Project. By recording this Supplement, the Association hereby memorializes and declares that the Annexable Land is (a) subject to and governed by the Declaration, and (b) deemed and governed as "General Common Elements" under the Declaration. The covenants, restrictions, limitations, or other terms or provisions of the Declaration shall hereafter be binding on any portion of the Annexable Land.

4. Conveyance Instrument. The Exchange was effectuated by recording in the official records of Salt Lake County, Utah, (a) that certain quitclaim deed from the Association to Development Dynamics, LLC, a Utah limited liability company ("**Development Dynamics**") on August 28, 2018 as Entry No. 12838344, in Book 10707, Page 2551, and (b) that certain quitclaim deed from Development Dynamics to the Association on August 28, 2018 as Entry No. 12838343, in Book 10707, Page 2550.

5. Miscellaneous.

5.1. Recitals. The recitals are hereby incorporated into this Supplement and except as provided herein, the terms and conditions of the Declaration shall remain the same and in full force and effect.

5.2. Defined Terms. A term which is used as a defined term in this Supplement, but that is not herein defined, shall have the meaning set forth in the Declaration.

5.3. Agreement Effective. All rights and interests existing pursuant to the Declaration, which are not affected by this Supplement and except as expressly modified herein shall remain in full force and effect in accordance with its terms.

5.4. Governing Law. This Supplement shall be construed in accordance with the laws of the state of Utah.

5.5. Amendment to Declaration. In the event of any conflict or inconsistency between the terms of this Supplement and the terms of the Declaration, the terms of this Supplement shall control.

*[signature and acknowledgment to follow]*

IN WITNESS WHEREOF, this Supplement has been executed by the Association as of the date first set forth above.

ASSOCIATION:

THE ROCKWELL CONDOMINIUMS  
HOMEOWNERS' ASSOCIATION, INC.,  
a Utah nonprofit corporation

By: [Signature]  
Its: President of HOA  
Name: Mitchell Caldwell

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

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 2019, by Mitchell Caldwell, who did swear to me that Mitchell is President of The Rockwell Condominiums Homeowners' Association, Inc., a Utah nonprofit corporation.

[Signature]  
Notary Public

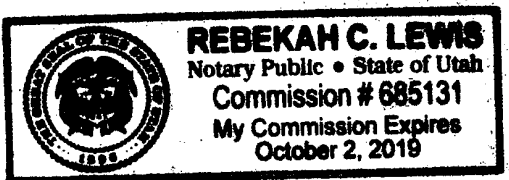


Exhibit A

(Description of Project)

Beginning at a point on the South line of 13800 South Street said point being West 244.00 feet along the center line of said 13800 South Street and South 33.00 feet from a found Street Monument at the intersection of 13800 South Street and 300 East Street and running:

thence South 765.00 feet;  
thence East 244.00 feet;  
thence South 261.00 feet;  
thence West 502.00 feet;  
thence North 261.00 feet  
thence West 331.00 feet to a point on the east line of Bangerter Parkway;  
thence North 290.00 feet along the east line of said Bangerter Parkway;  
thence East 14.18 feet along the east line of said Bangerter Parkway;  
thence North 00°15'30" West 33.00 feet along the east line of said Bangerter Parkway;  
thence South 89°45'37" West 6.00 feet along the east line of said Bangerter Parkway;  
thence North 45°13'01" West 11.31 feet along the east line of said Bangerter Parkway;  
thence North 35.84 feet; along the east line of said Bangerter Parkway;  
thence Northeasterly 78.71 feet along the arc of a 555.00 foot radius curve to the right  
(center bears North 00°00'01" East and the chord bears North 04°03'46" East  
78.64 feet with a central angle of 08°07'31") along the east line of said Bangerter  
Parkway;  
thence North 12° 01'21" East 109.97 feet along the east line of said Bangerter Parkway;  
thence Northeasterly 43.50 feet along the arc of a 652.48 foot radius curve to the left  
(center bears North 12°14'35" East and the chord bears North 10°20'00" East  
43.49 feet with a central angle of 03°49'11") along the east line of said Bangerter  
Parkway;  
thence Northeasterly 2.44 feet along the arc of a 655.00 foot radius curve to the left  
(center bears North 04°55'50" East and the chord bears North 04°49'25" East  
2.44 feet with a central angle of 00°12'49") along the east line of said Bangerter  
Parkway to the southwest corner of the Cutler Subdivision as found on file at the  
Salt Lake County Recorders Office;  
thence East 284.51 feet along the south line of said Cutler Subdivision;  
thence North 167.00 feet along the east line of said Cutler Subdivision to a point on the  
south line of said 138.00 South Street;  
thence East 268.00 feet along the south line of said 13800 South Street to the point of  
beginning.

Containing 524,041 square feet or 12.03 acres.

Exhibit B

(Description of Removable Land)

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

Beginning at a point on the Westerly Boundary Line of Wheadon Preserve Subdivision, recorded as Entry No. 11110043 in Book 2011P at Page 2, which point is also West 243.86 feet along the section line and South 00°02'15" East 341.91 feet from a Salt Lake County Street Monument located in 13800 South and 300 East Streets, said monument having been accepted in some surveys as the Center of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 00°02'15" East 12.00 feet along the Westerly Boundary Line of said Wheadon Preserve Subdivision;

thence West 215.72 feet;

thence North 12.00 feet;

thence East 215.71 feet to the point of beginning.

Contains 2,589 Square Feet

Exhibit C

(Description of Annexable Land)

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

Beginning at a point being West 243.86 feet along the section line and South 00°02'15" East 341.91 feet and West 215.71 feet from a Salt Lake County Street Monument located in 13800 South and 300 East Streets, said monument having been accepted in some surveys as the Center of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence West 50.27 feet;  
thence North 00°57'29" West 24.73 feet;  
thence North 89°54'32" East 50.68 feet;  
thence South 24.81 feet to the point of beginning.

Contains 1,250 Square Feet