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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
OLD REPUBLIC TITLE DRAPER/OREM  
BY: eCASH, DEPUTY - EF 7 P.

After recording, return to:

Ivory Development, LLC  
978 Woodoak Lane  
Salt Lake City, UT 84117

**SUPPLEMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
GARDEN PARK VILLAGE  
(ADDING ADDITIONAL LAND – GARDEN PARK LAKESIDE PHASE 2 SUBDIVISION)**

**THIS SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GARDEN PARK VILLAGE (ADDING ADDITIONAL LAND – GARDEN PARK LAKESIDE PHASE 2 SUBDIVISION)** (this “**Supplement**”) is made as of Dec. 5th, 2019 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 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 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 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

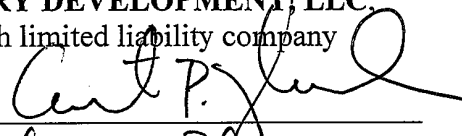
By: Daybreak Communities LLC,  
a Delaware limited liability company  
Its: Project Manager

*Signed in Counter Party*  
By \_\_\_\_\_

Ty McCutcheon, President & CEO

**Ivory Development:**

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

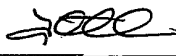
By:   
Name: CHRISTOPHER P. CHAVROULAS  
Its: PRESIDENT

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

**Declarant:**

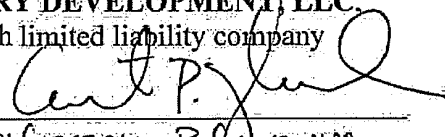
**VP DAYBREAK OPERATIONS LLC,**  
a Delaware limited liability company

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. GAVROULAS  
Its: PRESIDENT





## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "GARDEN PARK LAKESIDE PHASE 2 SUBDIVISION AMENDING LOT A-3 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT," recorded on August 7, 2019, as Entry No. 13047076, Book 2019P, at Page 220 of the Official Records of Salt Lake County, Utah.

#### Garden Park Lakeside Phase 2 Subdivision:

Beginning at a point that lies South  $00^{\circ}00'12''$  West 13.048 feet along the Section Line and South  $89^{\circ}59'48''$  East 4971.975 feet from the Northwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along the East Line of Garden Park Lakeside Phase 1 Subdivision the following three (3) courses: 1) North  $53^{\circ}27'06''$  East 116.582 feet; 2) thence North  $17^{\circ}05'37''$  East 61.953 feet; 3) thence North  $20^{\circ}59'13''$  East 335.841 feet to a point on the North Line of Lot A-3 Kennecott Daybreak Oquirrh Lake Plat the following fifteen (15) courses: 1) thence South  $68^{\circ}23'19''$  East 7.227 feet to a point on a 150.658 foot radius tangent curve to the right (radius bears South  $21^{\circ}36'41''$  West); 2) thence along the arc of said curve 124.498 feet through a central angle of  $47^{\circ}20'50''$ ; 3) thence South  $21^{\circ}02'29''$  East 24.948 feet to a point on a 193.597 foot radius tangent curve to the left, (radius bears North  $68^{\circ}57'31''$  East); 4) thence along the arc of said curve 98.294 feet through a central angle of  $29^{\circ}05'25''$ ; 5) thence South  $50^{\circ}07'54''$  East 30.270 feet to a point on a 223.731 foot radius tangent curve to the right, (radius bears South  $39^{\circ}25'06''$  West); 6) thence along the arc of said curve 134.134 feet through a central angle of  $34^{\circ}21'03''$ ; 7) thence South  $15^{\circ}46'52''$  East 26.763 feet to a point on a 176.654 foot radius tangent curve to the left, (radius bears North  $74^{\circ}13'08''$  East); 8) thence along the arc of said curve 28.056 feet through a central angle of  $09^{\circ}05'59''$  to a point of reverse curvature with a 252.363 radius tangent curve to the right, (radius bears South  $65^{\circ}07'09''$  West); 9) thence along the arc of said curve 37.742 feet through a central angle of  $08^{\circ}34'08''$  to a point of compound curvature with a 66.031 foot radius tangent curve to the right, (radius bears South  $73^{\circ}41'18''$  West); 10) thence along the arc of said curve 27.589 feet through a central angle of  $23^{\circ}56'22''$  to a point of compound curvature with a 115.645 foot radius tangent curve to the right, (radius bears North  $82^{\circ}22'20''$  West); 11) thence along the arc of said curve 87.174 feet through a central angle of  $43^{\circ}11'24''$ ; 12) thence South  $50^{\circ}49'04''$  West 22.518 feet to a point on a 22.992 foot radius tangent curve to the left, (radius bears South  $39^{\circ}10'56''$  East); 13) thence along the arc of said curve 33.361 feet through a central angle of  $83^{\circ}08'00''$ ; 14) thence South  $32^{\circ}18'56''$  East 66.147 feet; 15) thence South  $34^{\circ}37'44''$  East 95.311 feet to a point on the East Line of said Lot A-3; thence South  $53^{\circ}26'03''$  West along said East Line of Lot A-3 289.014 feet to a point on the North right-of-way line of Kestrel Rise Road; then North  $36^{\circ}32'54''$  West along said North right-of-way Line 521.379 feet to the point of beginning.

Property contains 5.676 acres.

Part of 26-13-476-028