

WHEN RECORDED, RETURN TO:

Kennecott Land Company  
4700 Daybreak Parkway  
South Jordan, UT 84095  
Attention: Senior Advisor, Contracts & Risk

11914016  
09/16/2014 11:40 AM \$36.00  
Book - 10260 Pg - 4730-4739  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
BY: DDA, DEPUTY - WI 10 P.

**AMENDMENT NO. 2 TO DECLARATION OF CONDOMINIUM  
OF  
LAKE VILLAGE CONDOMINIUMS**

(VILLAGE 4 EAST CONDOMINIUMS NO. 1 and  
VILLAGE 4 EAST CONDOMINIUMS NO. 2)

**THIS AMENDMENT NO. 2 TO DECLARATION OF CONDOMINIUM OF LAKE VILLAGE CONDOMINIUMS (VILLAGE 4 EAST CONDOMINIUMS NO. 1 and VILLAGE 4 EAST CONDOMINIUMS NO. 2) (this "Amendment")** is made as of August 21, 2014, by **KENNECOTT LAND COMPANY**, a Delaware corporation, as declarant ("**Declarant**") under that certain Declaration of Condominium of Lake Village Condominiums (Village 4 East Condominiums No. 1 and Village 4 East Condominiums No. 2), recorded on September 11, 2013, as Entry No. 11721987, in Book 10176, beginning at Page 4816, as amended by that certain Amendment No. 1 to Declaration of Condominium of Lake Village Condominiums (Village 4 East Condominiums No. 1 and Village 4 East Condominiums No. 2), recorded on July 3, 2014, as Entry No. 11876431, in Book 10243, beginning at Page 3937 ("**Amendment No. 1**") (collectively, as amended, the "**Declaration**"), and is consented to by **DAYBREAK DEVELOPMENT COMPANY**, a Delaware corporation ("**DDC**"), and **DESTINATION HOMES, INC.**, a Utah corporation ("**Destination**").

**RECITALS:**

- A. Pursuant to the Declaration, Declarant has established the Lake Village Condominium project (the "**Project**") initially consisting 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. Declarant desires to amend the Declaration to set forth an amended plat (i.e., Village 4 East Condominiums No. 2 Amended), which shall replace and supercede one of the original "Plats" as described in the Declaration (i.e., Village 4 East Condominiums No. 2).

- C. Declarant also desires to amend the Declaration to facilitate FHA financing of the Units by modifying certain provisions of the Declaration 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 meanings ascribed to such terms in the Declaration.
2. **Amendment to Definition of Plats.** The definition of "Plats" as set forth in Section 1.1 of the Declaration is hereby deleted in its entirety and is hereby restated as follows:

*"Plats" shall mean the plats constituting a record of survey map of the Property submitted with respect to the Condominium Project and entitled "VILLAGE 4 EAST CONDOMINIUMS NO. 1 AMENDED AMENDING A PORTION OF VILLAGE 4 EAST CONDOMINIUMS NO. 1" ("Amended Plat No. 1"); and "VILLAGE 4 EAST CONDOMINIUMS NO. 2 AMENDED AMENDING A PORTION OF VILLAGE 4 EAST CONDOMINIUMS NO. 2" ("Amended Plat No. 2") and recorded in the records of the County Recorder of Salt Lake County, Utah and any and all amendments thereto. "Plats" shall also refer to any additional plat which may be recorded with any Supplemental Declaration and any plat which sets forth Additional Land to be added to the Condominium Project."*

Amended Plat No. 2 is legally described in **Exhibit A** attached hereto and incorporated herein by this reference.

3. **Submission of Amended Plat No. 2 to Declaration.** Declarant submits and subjects Amended Plat No. 2 to the Declaration, including, without limitation, all covenants, restrictions, easements, conditions, charges and liens set forth in the Declaration. By execution hereof, DDC and Destination hereby consent to the submission of Amended Plat No. 2 to the Declaration. From and after the recordation of this Amendment, all of the real property set forth on Amended Plat No. 2 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, Amended Plat No. 2 shall be subject to the governance of the Daybreak Lake Village Condominium Owners' Association, Inc., a Utah nonprofit corporation, as more particularly described in the Declaration.
4. **Replacement of Exhibit D to Declaration.** **Exhibit D** to the Declaration (as amended by **Exhibit D-1** to Amendment No. 1), is hereby deleted in its entirety and is replaced with **Exhibit D-2** attached hereto and incorporated herein by this reference. All references to "**Exhibit D**" in the Declaration shall hereafter refer to **Exhibit D-2**.
5. **Amendments to Certain Sections of the Declaration.**

5.1 **Section 5.15** of the Declaration is hereby deleted in its entirety and shall be of no further force or effect. **Section 5.15** of the Declaration is hereby restated as follows:

**“5.15 Declarant Control of Association.** There is hereby established a period of Declarant control of the Association, during which period Declarant or persons designated by Declarant shall have the authority to appoint and remove the Association officers and Committee Members. The period of Declarant control shall terminate no later than the earlier of:

- (a) The last to occur of: (i) one hundred twenty (120) days after the date by which seventy-five percent (75%) of the Units have been conveyed to Unit purchasers; or (ii) all the Additional Land has been added to the Condominium Project;
- (b) Three (3) years after completion of the Condominium Project evidenced by the first conveyance of a Unit to a Unit purchaser;
- (c) Six (6) years after the recordation of this Declaration;
- (d) The time frame established under applicable state or local condominium laws, if any; or
- (e) When, in its discretion, the Declarant so determines and declares in a written instrument.

Notwithstanding anything in this Declaration that may be construed to the contrary with respect to Declarant’s ability to voluntarily terminate its period of control of the Association as set forth above, Declarant may (in the exercise of its sole and absolute discretion) voluntarily terminate its period of control in whole or in part, with respect to all or any portion of any Unit, any Common Area, any Limited Common Area, any portion of the Additional Land, or with respect to any issue, matter or subject whatsoever. Declarant’s decision to voluntarily terminate its period of control with respect to all or any portion of any Unit, Common Area, Limited Common Area, portion of the Additional Land, or with respect to any issue, matter or subject shall in no event affect, modify, or act to waive its authority under the period of its control of the Association except with respect to such Unit, Common Area, Limited Common Area, portion of the Additional Land, or such issue, matter or subject.”

**5.2 Section 13.4** of the Declaration is hereby deleted in its entirety and shall be of no further force or effect. **Section 13.4** of the Declaration is hereby restated as follows:

**“13.4 Required Lender Approval.** Except upon the prior written approval of seventy-five percent (75%) of all Lenders which have provided notice to the Association as described in Section 13.1 and Section 13.6, based on one vote for each Unit encumbered by a loan, neither the Association nor the Management Committee shall be entitled by action or inaction to do any of the following:

- (a) Abandon or terminate by an act or omission the legal status of the Condominium Project; or
- (b) Except as specifically provided by this Declaration, amend any provisions governing the following:

- (1) Voting rights;
- (2) Increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), Assessment liens, or the priority of Assessment liens;
- (3) Reductions in reserves for maintenance, repair and replacement of the Common Area;
- (4) Reallocation of interests in the Common Area and the Limited Common Area, or rights to their use;
- (5) Redefinition of any Unit boundaries;
- (6) Convertibility of Units into Common Area or vice versa;
- (7) Expansion or contraction of the Condominium Project, or the addition, annexation or withdrawal of property to or from the Condominium Project;
- (8) Hazard or fidelity insurance requirements;
- (9) Imposition of any restrictions on the leasing of Units;
- (10) Imposition of any restrictions on an Owner's right to sell or transfer such Owner's Unit;
- (11) Restoration or repair of the Condominium Project (after damage or particular condemnation) in a manner other than that specified in this Declaration, the Articles or the Bylaws;
- (12) Responsibility for maintenance and repair of the general portions of the Condominium Project;
- (13) Establishing self-management by the Association where professional management has been required by the Department of Veterans Affairs, the Department of Housing and Urban Development or FNMA; or
- (14) Any provision that expressly benefits Lenders (including their insurers or guarantors).

When a mortgagee/Lender fails to submit a response to any written proposal for an amendment to the Declaration within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested, it shall be deemed to have approved the proposal."


6. **Full Force and Effect.** The Declaration, as amended hereby, remains in full force and effect.
7. **Incorporation by Reference.** The Recitals and Exhibits to this Amendment are hereby incorporated into this Amendment by this reference.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, Declarant has executed this Amendment, and DDC and Destination have consented to the same, as of the date first written above.


**Declarant:**

**KENNECOTT LAND COMPANY,**  
a Delaware corporation

By   
Name TM MCCUTCHEON  
Title VICE PRESIDENT DAYBREAK

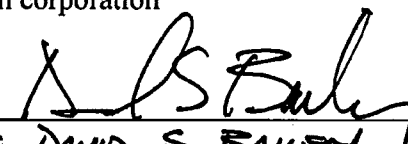
**DDC:**

**DAYBREAK DEVELOPMENT  
COMPANY,**  
a Delaware corporation  
(formerly known as Kennecott Land  
Residential Development Company, a  
Delaware corporation)

By   
Name TM MCCUTCHEON  
Title VICE PRESIDENT DAYBREAK

**Destination:**

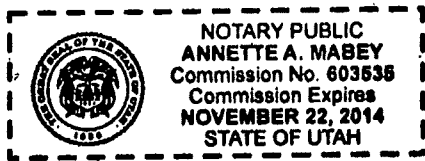
**DESTINATION HOMES, INC.,**  
a Utah corporation

By   
Name DAVID S BAILEY  
Title VICE PRESIDENT

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

On Aug 21, 2014, personally appeared before me, a Notary Public, Ty McCutcheon, the vice president 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

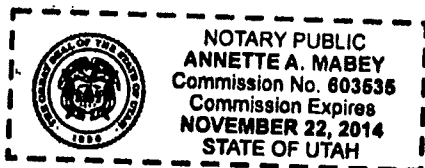
My commission expires: 11/22/2014

[SEAL]

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

On Aug 21, 2014, personally appeared before me, a Notary Public, Ty McCutcheon, the vice president of **DAYBREAK DEVELOPMENT COMPANY**, a Delaware corporation (formerly known as 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 **DAYBREAK DEVELOPMENT COMPANY**, a Delaware corporation (formerly known as 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]

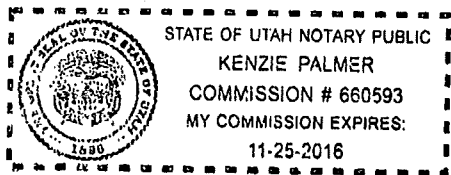
STATE OF UTAH )  
 ) SS.  
COUNTY OF SALT LAKE )

On 2/22, 2014, personally appeared before me, a Notary Public, David S Bailey, the vice President of **DESTINATION HOMES, INC.**, a Utah 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 **DESTINATION HOMES, INC.**, a Utah corporation.

WITNESS my hand and official Seal.

Kenzie Palmer  
Notary Public in and for said State  
My commission expires: 11/25/16

[SEAL]





**EXHIBIT A**

**LEGAL DESCRIPTION OF AMENDED PLAT NO. 2**

All of the real property described on that certain plat entitled "VILLAGE 4 EAST CONDOMINIUMS NO. 2 AMENDED AMENDING A PORTION OF VILLAGE 4 EAST CONDOMINIUMS NO. 2", recorded on SEPTEMBER 16, 2014, as Entry No. 11914015, in Book 2014P, at Page 240 of the Official Records of Salt Lake County, Utah.

Also described as:

Beginning at a point on the north boundary line of Kennecott Daybreak Village 4 East Plat 1 Subdivision, said point being North 89°57'12" East 837.73 feet along the Section line and South 2282.69 feet from the Northwest Corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running:

thence South 19°52'18" West 75.72 feet;

thence South 44.79 feet;

thence West 56.32 feet;

thence North 80°41'31" West 45.23 feet;

thence North 70°19'59" West 60.87 feet;

thence North 66°01'34" West 44.09 feet;

thence North 23°58'26" East 45.01 feet;

thence North 66°01'34" West 25.77 feet;

thence North 23°58'26" East 52.14 feet;

thence South 80°48'24" East 58.83 feet;

thence easterly 25.71 feet along the arc of a 116.87 feet radius curve to the left (center bears North 09°11'36" East and the chord bears South 87°06'34" East 25.66 feet with a central angle of 12°36'20");

thence North 86°26'53" East 37.43 feet;

thence easterly 12.71 feet along the arc of a 270.77 feet radius curve to the left (center bears North 08°17'53" West and the chord bears North 80°21'24" East 12.71 feet with a central angle of 02°41'26");

thence easterly 78.17 feet along the arc of a 1,626.97 feet radius curve to the left (center bears North 18°15'35" East and the chord bears South 73°07'00" East 78.16 feet with a central angle of 02°45'10") to the point of beginning.

Contains 24,764 square feet or 0.569 acres.

**EXHIBIT D-2**

**LAKE VILLAGE CONDOMINIUMS**

Initial 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>(Village 4 East Condos No. 1 Amended)</b>				
Building 1 Unit A	Triplex A-1	2,057	1/9	1
Building 1 Unit B	Triplex A-1	2,219	1/9	1
Building 1 Unit C	Triplex A-1	1,710	1/9	1
<b>(Village 4 East Condos No. 2 Amended)</b>				
Building 2 Unit A	Single C	2,254	1/9	1
Building 3 Unit A	Triplex A-2	1,711	1/9	1
Building 3 Unit B	Triplex A-2	2,261	1/9	1
Building 3 Unit C	Triplex A-2	2,053	1/9	1
Building 4 Unit A	Duplex B	2,377	1/9	1
Building 4 Unit B	Duplex B	2,075	1/9	1

\* All references to building numbers and unit designations refer to such numbers and designations as contained in the Plat.

\*\* All square footages are approximate and may vary by up to as much as 10% per unit.