

When Recorded Return To:

Edge Exchange, LLC  
13702 S. 200 W. #B12  
Draper, UT 84020

**SUPPLEMENT TO THE DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
THE EXCHANGE IN LEHI TOWNHOMES  
An Expandable Planned Unit Development  
(Phase 5)**

This Supplement to the Declaration of Covenants, Conditions, and Restrictions for The Exchange in Lehi Townhomes ("**Supplemental Declaration**") is executed and adopted by Edge Exchange, LLC, a Utah limited liability company ("**Declarant**") on behalf of The Exchange in Lehi Townhomes Owners Association, Inc.

**RECITALS**

A. This Supplemental Declaration shall modify and supplement the Declaration of Covenants, Conditions and Restrictions for The Exchange in Lehi Townhomes ("**Declaration**") recorded with the Utah County Recorder's Office on June 28, 2017 as Entry No. 62330:2017.

B. Edge Exchange, LLC is the Declarant as identified and set forth in the Declaration and is the owner of the real property subject to this Supplemental Declaration.

C. Under the terms of the Declaration, Declarant reserved the right to expand the Property by the addition of all or a portion of the Additional Land including but not limited to Additional Land described in the Declaration.

D. Declarant desires to add a portion of the Additional Land as hereinafter provided for.

**ANNEXATION**

NOW THEREFORE, in consideration of the recitals set forth above, the Declarant hereby declares and certifies as follows:

1. Annexation of Additional Land. Declarant hereby annexes in and submits the following described portion of the Additional Land (herein referred to as "**Subject Property**") to the Declaration, including, without limitation, the Declaration's terms, conditions, restrictions, covenants, assessments, and easements:

ALL PROPERTY IDENTIFIED ON EXHIBIT "A" ATTACHED HERETO.

TOGETHER WITH: (i) all buildings, if any, improvements, and structures situated on or comprising a part of the above-described Subject Property, whether now existing or hereafter constructed; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said Subject Property; and (iii) all articles of personal property intended for use in connection with said Subject Property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Subject Property or any portion thereof, including, without limitation, any mortgage or deed of trust, The Declaration (as amended, supplemented and/or restated from time to time); all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Subject Property at such times as construction of all improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described Land and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct and complete all of the improvements described in this Declaration or in the Plat recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; and (ii) to improve portions of the Subject Property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all Owners, as Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above-described Land or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire ten (10) years after the date on which this Supplemental Declaration is filed for record in the Utah County records.

2. Phase 5 Plat Map. The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of the Declaration, are more particularly set forth on The Exchange in Lehi Phase

5 P.U.D. Subdivision Plat, which plat map has been recorded prior to this Supplemental Declaration.

3. Submission. The Subject Property shall hereinafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration and all supplements and amendments thereto.

4. Membership. The Owner of each Lot or parcel within the Subject Property shall be a member of The Exchange in Lehi Townhomes Owners Association, Inc.

5. Master Association Membership. the Owner of each Lot or Parcel within the Subject Property shall also be a member of The Exchange in Lehi Master Association, Inc. and shall be entitled to all benefits of such membership and shall be subject to the Master Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for The Exchange in Lehi recorded in the Utah County Recorder's Office on April 12, 2017 as Entry No. 35360:2017.

6. Representations of Declarant. Declarant represents that the annexed real property is part of the Additional Land described in the Declaration.

7. Effective Date. This Supplemental Declaration shall take effect upon being recorded with the Utah County Recorder.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration this 5 day of January, 2018.

DECLARANT

~~Edge Exchange, LLC~~ Edge Homes Utah, LLC  
A Utah Limited Liability Company

By: Steve Maddox

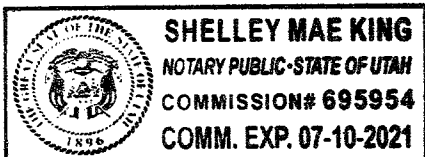
Name: Steve Maddox

Title: Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF Utah )

On the 5 day of January, 2018, personally appeared before me Steve Maddox who by me being duly sworn, did say that she/he is an authorized representative of Edge Exchange, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Shelley King  
Notary Public



**EXHIBIT A**  
**SUBJECT PROPERTY/ADDITIONAL LAND**  
**(Legal Description)**

**Lots 501 through 525 and lots 528 through 572 of The Exchange in Lehi Phase 5 P.U.D. Subdivision Plat**, according to the official plat thereof, on file in the office of the Utah County Recorder.

Parcel Numbers 38:532:0301 through 38:532:0315

Parcel Numbers 38:532:0319 through 38:532:0330