

**FIRST AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM**

**FOR**

**THE PRESERVE AT WATER'S EDGE CONDOMINIUMS**

An Expandable Utah Condominium Project

THIS FIRST AMENDMENT TO THE DECLARATION FOR THE PRESERVE AT WATER'S EDGE CONDOMINIUMS is effective when recorded with the Utah County Recorder's Office by Edge Preserve, LLC ("Declarant"), pursuant to the Utah Condominium Ownership Act.

**RECITALS**

- A. Declarant is the Declarant as identified and set forth in that certain Declaration of Condominium for The Preserve at Water's Edge Condominiums, recorded with the Utah County Recorder on June 7, 2016 as Entry Number 51220:2016 ("Declaration").
- B. Capitalized terms used herein shall have the same meaning as defined in Article 1 of the Declaration.
- C. The Declaration pertains to certain real property known as The Preserve at Water's Edge Condominiums as more particularly described on Exhibit "A" hereto and incorporated herein by this reference. All real property subject to the Declaration, including Additional Land added to the Condominium Project shall be subject to this amendment.
- D. Under Section 15.1(a) of the Declaration, Declarant reserved the right to amend the Declaration.
- E. Pursuant to Section 15.1(a), Declarant hereby amends the Declaration as outlined below.

**AMENDMENTS**

Amendment One:

Section 1.10 of the Declaration is hereby amended to read as follows:

- 1.10 **“Period of Declarant Control”** shall mean and refer to a period of time commencing on the date the Declaration was recorded and terminating on the occurrence of the earliest of the following events: (1) six (6) years from the effective date of this Declaration; (2) the date on which all of the Units have been conveyed, including any Units to be constructed on the Additional Land, or (c) the Declarant executes and records a written waiver of its right to control.

#### Amendment Two

Section 9.17 of the Declaration is hereby amended to read as follows:

- 9.17 **Architectural Control.** No exterior changes whatsoever shall be commenced, erected, maintained, made, or done without the prior written approval of the Board of Directors or any committee established by the Board of Directors for that purpose. By way of illustration, but not of limitation, the following are considered exterior changes: painting, landscaping, repairs, excavation, patio covers, screens, windows, doors, fences, window air conditioners, fireplaces, skylights, storage buildings, solar collectors, shade screens, awnings, window coating or tinting, decorative alterations, or other work that in any way alters the exterior appearance of the Property. The Board may designate the design, color, style, model, and manufacturer of any exterior improvement or alteration that is acceptable. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. No interior structural changes whatsoever shall be commenced, erected, maintained, made, or done without the prior written approval of the Board of Directors, or any committee established by the Board. Any structural change may be denied by the Board, or the Board may require the Owner to provide an engineering report demonstrating, in the discretion of the Board, that the structural changes will be constructed in a way to prevent any impact on the building or other Units. By way of illustration, but not of limitation, the following are considered interior structural changes: moving, removing, adding, or altering walls, doorways, and the like. This Section does not apply to construction performed by Declarant. Declarant is not required to obtain approval from the Board for any construction activity.

#### Amendment Three

Section 16.4 of the Declaration is hereby amended to read as follows:

- 16.4 **Exercising Special Declarant Rights.** Except for Declarant’s right to appoint or remove members of the Board which shall expire upon the termination of the Period of Declarant control, the Declarant may exercise the Special Declarant Rights at any time prior to the later to occur of the date on which: (i) the Declarant no longer owns a Unit and does not intend to add Units to the Property; or (iii) seven (7) years after this Declaration is recorded with the Utah County Recorder. Declarant may exercise its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise them. If Declarant exercises any Special Declarant Right with respect to any portion of the Property, Declarant may, but is not obligated

to, exercise that Special Declarant Right with respect to any other portion of the Property. Notwithstanding anything to the contrary contained in this Declaration, Declarant may exercise any Special Declarant Right described in this Article and any other right reserved to the Declarant in this Declaration, without the consent of the Association or any of the Owners.

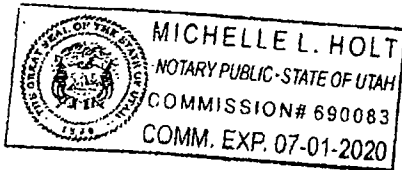
**EDGE PRESERVE, LLC**

By: Steve Maddox

Its: Manager

State of Utah )  
 ):ss  
County of Utah )

On this 12 day of December, 2016, personally appeared before me Steve Maddox, who being by me duly sworn, did say that she is the manager of Edge Preserve, LLC; and that he/she signed the foregoing First Amendment to the Declaration on and in behalf of said limited liability company; and that the foregoing information is true and accurate to the best of his knowledge.



Michelle Holt  
NOTARY PUBLIC

**EXHIBIT A  
LEGAL DESCRIPTION FOR RECORDING**

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

Units 101 to 110 of PLAT A, THE PRESERVE AT WATER'S EDGE CONDOMINIUM, according to the official plat thereof on record with the Utah County Recorder's Office, Utah, also described as Serial Numbers 49:809:0101 through 49:809:0110.

Units 201 to 210 of PLAT A, THE PRESERVE AT WATER'S EDGE CONDOMINIUM, according to the official plat thereof on record with the Utah County Recorder's Office, Utah, also described as Serial Numbers 49:809:0201 through 49:809:0210.

Units 1901 to 1910 of PLAT A, THE PRESERVE AT WATER'S EDGE CONDOMINIUM, according to the official plat thereof on record with the Utah County Recorder's Office, Utah, also described as Serial Numbers 49:809:1901 through 49:809:1910.

Units 2001 to 2010 of PLAT A, THE PRESERVE AT WATER'S EDGE CONDOMINIUM, according to the official plat thereof on record with the Utah County Recorder's Office, Utah, also described as Serial Numbers 49:809:2001 through 49:809:2010.

Units 1101 to 1110 of THE PRESERVE AT WATER'S EDGE CONDOMINIUMS, PLAT "B-1", according to the official plat thereof on record with the Utah County Recorder's Office, Utah.

Units 1201 to 1210 of THE PRESERVE AT WATER'S EDGE CONDOMINIUMS, PLAT "B-2", according to the official plat thereof on record with the Utah County Recorder's Office, Utah.

Units 1001 to 1010 of THE PRESERVE AT WATER'S EDGE CONDOMINIUMS, PLAT "B-3", according to the official plat thereof on record with the Utah County Recorder's Office, Utah.

Units 1301 to 1310 of THE PRESERVE AT WATER'S EDGE CONDOMINIUMS, PLAT "B-4", according to the official plat thereof on record with the Utah County Recorder's Office, Utah.

Units 901 to 910 of THE PRESERVE AT WATER'S EDGE CONDOMINIUMS, PLAT "B-5", according to the official plat thereof on record with the Utah County Recorder's Office, Utah.

Units 1401 to 1410 of THE PRESERVE AT WATER'S EDGE CONDOMINIUMS, PLAT "B-6", according to the official plat thereof on record with the Utah County Recorder's Office, Utah.

Units 801 to 810 of THE PRESERVE AT WATER'S EDGE CONDOMINIUMS, PLAT "B-7", according to the official plat thereof on record with the Utah County Recorder's Office, Utah.

Units 701 to 710 of THE PRESERVE AT WATER'S EDGE CONDOMINIUMS, PLAT "B-8", according to the official plat thereof on record with the Utah County Recorder's Office, Utah.