

12703197
1/23/2018 1:56:00 PM \$80.00
Book - 10640 Pg - 9255-9258
ADAM GARDINER
Recorder, Salt Lake County, UT
PROVO LAND TITLE COMPANY
BY: eCASH, DEPUTY - EF 4 P.

When Recorded Return To:

Edge Land 16, LLC

13702 South 200 West B12

Draper, UT 84020

**NOTICE OF ANNEXATION AND
SUPPLEMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CREEK RIDGE ESTATES SUBDIVISION**

(Phases 2 & 3)

This SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEK RIDGE ESTATES SUBDIVISION ("**Supplemental Declaration**") is executed and adopted by Edge Land 16, LLC, a Utah limited liability company ("**Declarant**") in its capacity as the Declarant for the Creek Ridge Estates project.

RECITALS

A. This Supplemental Declaration shall modify and supplement the Declaration of Covenants, Conditions and Restrictions for Creek Ridge Estates Subdivision ("**Declaration**") recorded with the Salt Lake County Recorder's Office on January 11, 2017 as Entry No. 12451808, in Book 10519, and beginning at Page 5682.

B. Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Declaration

C. Edge Land 16, 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 as identified on Exhibit A attached hereto.

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

E. Declarant desires to add a portion of the Additional Property 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 Property. Declarant hereby annexes in and submits the following described portion of the Additional Property (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 Salt Lake County records.

2. Creek Ridge Estates Phases 2 & 3. 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 Creek Ridge Estates Subdivision Phase 2 and Creek Ridge Estates Subdivision Phase 3 plat maps, which plat maps were recorded prior to this Supplemental Declaration. **The Subject Property specifically excludes Parcel A of Creek Ridge Estates Subdivision Phase 3.**

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. The Owner of each Lot within the Subject Property shall be subject to the Declaration and entitled to all benefits and burdens therewith.

4. Representation. Declarant represents that the annexed real property is part of the Additional Property described in the Declaration.

5. Effective Date. This Supplemental Declaration shall take effect upon being recorded with the Salt Lake County Recorder.

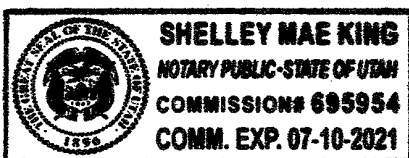
IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration on the date set forth below, to be effective upon recording with the Salt Lake County Recorder.

DECLARANT
Edge Land 16, LLC
a Utah Limited Liability Company

By: *Steve Maddox*
Name: *Steve Maddox*
Title: *Manager*

STATE OF UTAH)
) ss.
COUNTY OF *Utah*)

On the *27* day of *December*, 2017, personally appeared before me *Steve Maddox* who by me being duly sworn, did say that she/he is an authorized representative of Edge Land 16, 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 PROPERTY
(Legal Description)

- All of **Creek Ridge Estates Subdivision Phase 2**, according to the official plat thereof, on file in the office of the Salt Lake County Recorder.

Including Lots 201 through 216 and Parcels A and B

Parcel Numbers:

26274760140000 through 26274760150000

26274780030000 through 26274780130000

26274790010000 through 26274790030000

26274800010000 through 26274800020000

- Lots 301 through 347 of **Creek Ridge Estates Subdivision Phase 3**, according to the official plat thereof, on file in the office of the Salt Lake County Recorder.

Parcel Numbers:

26274510010000 through 26274510090000

26274520010000 through 26274520030000

26274760160000 through 26274760270000

26274770030000 through 26274770140000

26274790040000 through 26274790140000

- Excluding Parcel A of **Creek Ridge Estates Subdivision Phase 3**, according to the official plat thereof, on file in the office of the Salt Lake County Recorder.

Parcel A is not subject to the Declaration and shall not be bound by its covenants and restrictions.