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Jeffery Smith

Utah County Recorder

2018 Mar 06 04:03 PM FEE 30.00 BY SW

RECORDED FOR Provo Land Title Co.

ELECTRONICALLY RECORDED

When Recorded Return To:

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

# AMENDED SUPPLEMENT TO THE DECLARATION OF CONDOMINIUM FOR THE EXCHANGE IN LEHI CONDOMINIUMS

An Expandable Utah Condominium Project (Phase 5 Plat 'U')

This Amended Supplement to the Declaration of Condominium for The Exchange in Lehi Condominiums ("Amended Supplement") is executed and adopted by Edge Exchange, LLC, a Utah limited liability company ("Declarant") on behalf of The Exchange in Lehi Condominium Owners Association, Inc.

#### **RECITALS**

- A. This Amended Supplement shall replace in its entirety, the Supplement to the Declaration of Condominium for The Exchange in Lehi Condominiums recorded with the Utah County Recorder's Office on October 4, 2017 as Entry No. 97961:2017.
- B. This Amended Supplement shall modify and supplement the Declaration of Condominium for The Exchange in Lehi Condominiums ("**Declaration**") recorded with the Utah County Recorder's Office on April 12, 2017 as Entry No. 35362:2017.
- C. 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 Amended Supplement.
- D. 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.
- E. 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. <u>Annexation of Additional Land</u>. Declarant hereby annexes in and submits the following described portion of the Additional Land (herein referred to as the "**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 Amended Supplement is filed for record in the Utah County records.

2. <u>Phase 5 Plat 'U' Map</u>. 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 Plat 'U', which plat map has been recorded.

- 3. <u>Submission</u>. 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. <u>Membership</u>. The Owner of each Unit within the Subject Property shall be a member of The Exchange in Lehi Condominium Owners Association, Inc.
- 5. <u>Master Association Membership</u>. the Owner of each Unit 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. <u>Allocated Interests</u>. The Allocated Interests in Common Areas as set forth on Exhibit B of the Declaration and all supplements to the Declaration recorded prior to the recording of this Amended Supplement shall be amended and restated as set forth in Exhibit B attached hereto
- 7. Representations of Declarant. Declarant represents that the annexed real property is part of the Additional Land described in the Declaration.
- 8. <u>Effective Date.</u> This Amended Supplement shall take effect upon being recorded with the Utah County Recorder.

IN WITNESS WHEREOF, the Decl	larant has executed this Amended Supplement this			
	DECLARANT Edge Exchange, LLC			
	A Utah Limited Liability Company			
	By: Stum Madden			
	Name: Seve Maddax			
	Title: Manager			
STATE OF UTAH )				
COUNTY OF Wan ) ss.				
	, 2018, personally appeared before me ho 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.				
	Sullen Ding			

COMMISSION# 695954 COMM. EXP. 07-10-2021 **Notary Pub** 

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38:547:0203

38:547:0304

## **EXHIBIT A**

# SUBJECT PROPERTY/ADDITIONAL LAND (Legal Description)

All of **The Exchange at Lehi Phase 5 Plat 'U'**, according to the official plat thereof, on file in the office of the Utah County Recorder.

### Including Parcel Numbers:

 38:547:0101
 38:547:0102
 38:547:0201
 38:547:0202

 38:547:0204
 38:547:0301
 38:547:0302
 38:547:0303

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# EXHIBIT B ALLOCATED INTEREST IN COMMON AREAS

<u>UNIT</u>	ALLOCATED INTEREST	SQUARE FEET (approx.)		
The Exchange in Lehi Condominiums, Phase "1"				
Unit A - 101 Unit A - 102 Unit A - 201 Unit A - 202 Unit A - 203 Unit A - 204 Unit A - 301 Unit A - 302 Unit A - 303 Unit A - 304	1/90 <sup>th</sup>	1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272		
The Exchange in Lehi Condominiums, Phase "2"				
Unit B - 101 Unit B - 102 Unit B - 201 Unit B - 202 Unit B - 203 Unit B - 204 Unit B - 301 Unit B - 302 Unit B - 303 Unit B - 304	1/90 <sup>th</sup>	1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272		
Unit C - 101 Unit C - 102 Unit C - 201 Unit C - 202 Unit C - 203 Unit C - 204 Unit C - 301 Unit C - 302 Unit C - 303 Unit C - 304	1/90 <sup>th</sup>	1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272		
Unit D - 101 Unit D - 102 Unit D - 201 Unit D - 202 Unit D - 203 Unit D - 204 Unit D - 301 Unit D - 302 Unit D - 303 Unit D - 304	1/90 <sup>th</sup>	1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272		
Unit E - 101 Unit E - 102	1/90 <sup>th</sup> 1/90 <sup>th</sup>	1,272 1,272		

Unit E - 201 Unit E - 202 Unit E - 203 Unit E - 204 Unit E - 301 Unit E - 302 Unit E - 303 Unit E - 304 Unit F - 101 Unit F - 102 Unit F - 201 Unit F - 202 Unit F - 203 Unit F - 204 Unit F - 301 Unit F - 301 Unit F - 302 Unit F - 303 Unit F - 303 Unit F - 304	1/90 <sup>th</sup>	1,272 1,272	
The Exchange in Lehi	Condominiums, Phas	e "5"	
Unit U - 101 Unit U - 102 Unit U - 201 Unit U - 202 Unit U - 203 Unit U - 204 Unit U - 301 Unit U - 302 Unit U - 303 Unit U - 304	1/90 <sup>th</sup>	1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272	
The Exchange in Lehi Condominiums, Phase "8"			
Unit G - 101 Unit G - 102 Unit G - 201 Unit G - 202 Unit G - 203 Unit G - 204 Unit G - 301 Unit G - 302 Unit G - 303 Unit G - 304	1/90 <sup>th</sup>	1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272	
Unit H - 101 Unit H - 102 Unit H - 201 Unit H - 202 Unit H - 203 Unit H - 204 Unit H - 301 Unit H - 302 Unit H - 303 Unit H - 304	1/90 <sup>th</sup>	1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272 1,272	