

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

This Supplement to the Declaration of Covenants, Conditions, and Restrictions for The Exchange in Lehi Townhomes ("Supplemental Declaration") is made and executed this 19 day of ~~May~~, 2017.
June

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 May ____, 2017 as Entry No. _____.
- 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:

SEE 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. Supplemental 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 a Plat Map pertaining to the same, which Plat Map shall be recorded with 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. In addition to Membership in The Exchange in Lehi Homeowners Association, Inc., 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.

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

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

EXECUTED the day and year first written above.

DECLARANT

Edge Exchange, LLC

A Utah Limited Liability Company

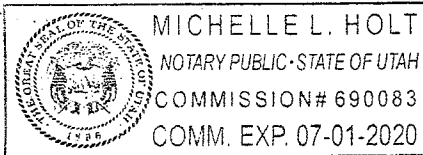
By: Steve Maddox

Name: Steve Maddox

Title: Manager

STATE OF UTAH)
)
COUNTY OF Utah) :ss

The execution of the foregoing instrument was acknowledged before me this 19 day of June, 2017 by Steve Maddox, an Authorized Representative of Declarant to sign this document, and who is personally known to me or who has provided an acceptable and adequate identification.



Michelle Holt
NOTARY PUBLIC

EXHIBIT A
SUBJECT PROPERTY/ADDITIONAL LAND
(Legal Description)

The Exchange at Lehi Phase 3 Subdivision

Beginning at a point being North 89°48'50" East 3,858.83 feet along the section line and South 1,414.45 feet from the West Quarter Corner of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence East 63.11 feet;
 thence Southeasterly 31.41 feet along the arc of a 20.00 foot radius curve to the right (center bears South and the chord bears South 45°00'43" East 28.28 feet with a central angle of 89°58'33");
 thence South 89°58'33" East 30.00 feet;
 thence Northeasterly 31.42 feet along the arc of a 20.00 foot radius curve to the right (center bears North 89°59'17" East and the chord bears North 44°59'38" East 28.29 feet with a central angle of 90°00'43");
 thence East 62.97 feet;
 thence North 30.00 feet;
 thence East 76.39 feet;
 thence South 53.00 feet;
 thence West 39.13 feet;
 thence South 58°31'04" West 11.49 feet;
 thence West 18.75 feet;
 thence South 00°06'22" East 473.11 feet;
 thence South 89°53'38" West 26.30 feet;
 thence South 00°06'22" East 82.50 feet;
 thence South 89°53'38" West 135.00 feet;
 thence North 00°06'22" West 82.50 feet;
 thence South 89°53'38" West 44.15 feet;
 thence North 00°01'27" West 502.49 feet to the point of beginning.

Contains 117,375 Square Feet or 2.695 Acres

The Subject Property includes Townhome Lots T-301 through T-315 and T-319 through T-330 of The Exchange in Lehi Phase 3 Subdivision.

*** Lots 316, 317, & 318 of The Exchange in Lehi Phase 3 Subdivision are not part of the real property subject to this Supplemental Declaration ***