

When Recorded Return To:
Edge Gardner Point, LLC
13702 S. 200 W. #B12
Draper, UT 84020

ENT69840:2022 PG 1 of 3
Andrea Allen
Utah County Recorder
2022 Jun 13 12:20 PM FEE 160.00 BY AR
RECORDED FOR Trident Title Insurance Agency, LLC
ELECTRONICALLY RECORDED

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
GARDNER POINT TOWNHOMES**

An Expandable Planned Unit Development in Utah County, Utah

(Phase 2 – Townhomes)

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Gardner Point Townhomes (this “**Amendment**”) is executed and adopted by Edge Gardner Point, LLC, a Utah limited liability company (“**Declarant**”).

RECITALS

- A. This Amendment applies to and amends that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Gardner Point Townhomes (the “**Declaration**”) recorded with the Utah County Recorder's Office on May 13, 2022, as Entry No. 59284:2022.
- B. Edge Gardner Point, LLC is the Declarant as identified and set forth in the Declaration.
- C. Edge Gardner Point, LLC is the owner of the real property subject to this Amendment, and has the right to amend the Declaration as set forth in Section 15.1 of the Declaration.
- D. Unless otherwise provided in this Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

AMENDMENT

NOW THEREFORE, in consideration of the recitals set forth above, the Declaration is amended as follows:

Section 5.19 of the Declaration is hereby restated and replaced in its entirety with the following:

5.19 **Reinvestment Fee.** The Board, on behalf of the Association, shall have the right to establish and collect a Reinvestment Fee assessment in accordance with this Section and Utah Code Ann. § 57-1-46. The following terms and conditions shall govern the Reinvestment Fees to be paid to the Association:

- 1. Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the County recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a “Transfer”), but excluding the initial sale or Transfer to Declarant or an affiliate or successor of Declarant, the party receiving title to the Lot (the “Transferee”) shall pay to the Association a Reinvestment Fee in an amount to be established by the Board, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law.

2. The Association shall not levy or collect a Reinvestment Fee for any Transfer that is exempt under Utah Code Ann. § 57-1-46.

3. The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated and enforced as an Individual Assessment for collection purposes. The obligation to pay the Reinvestment Fee shall be a lien and encumbrance against the subject Lot, enforceable in the same manner as provided for in the Declaration to enforce and collect unpaid Assessments.

4. All transfers of Lots from Declarant to a Declarant affiliate or related entity of Declarant shall be exempt from the requirement to pay the Reinvestment Fee. Declarant shall have the sole discretion to determine whether the Transferee is an affiliate or related entity for purposes of this provision.

The above-stated amendment to the Declaration shall be effective upon recordation of this Amendment in the Utah County Recorder's Office against the real property described in Exhibit A hereto.

IN WITNESS WHEREOF, Declarant has executed this Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Gardner Point Townhomes this 10 day of June, 2022.

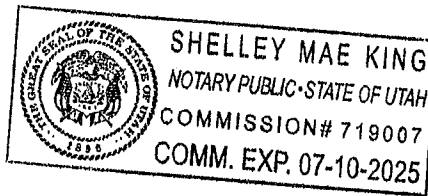
DECLARANT
EDGE GARDNER POINT, LLC
A Utah limited liability company

STATE OF UTAH)
) ss.
COUNTY OF Utah)

By: Steve Maddox
Name: Steve Maddox
Title: Manager

On the 10 day of June, 2022, personally appeared before me Steve Maddox who by me being duly sworn, did say that she/he is an authorized representative of Edge Gardner Point, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

SEAL:



Notary Public: Shelley King

EXHIBIT A
(Legal Description)

The above Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Gardner Point Townhomes shall be recorded against the following property in Utah County, Utah:

LOTS T-101 through T-161 of GARDNER POINT PHASE 1 PLAT, according to the official plat filed in the office of the Utah County Recorder.

More particularly described as:

A parcel of land situate in the Northeast Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 89°53'54" East 1,264.60 feet along the section line from the North Quarter Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 89°53'54" East 1,361.15 feet along the section line;
thence South 00°06'48" East 1,054.16 feet;
thence South 89°57'40" West 208.67 feet;
thence North 00°02'16" West 435.72 feet;
thence South 89°57'48" West 88.18 feet;
thence Northeasterly 37.72 feet along the arc of a 24.00 foot radius curve to the right (center bears North 89°54'00" East and the chord bears North 44°55'07" East 33.96 feet with a central angle of 90°03'10");
thence South 89°56'46" West 932.75 feet;
thence South 89°06'17" West 74.03 feet;
thence South 89°53'38" West 66.67 feet;
thence North 00°06'22" West 224.90 feet;
thence South 89°53'38" West 15.53 feet;
thence North 00°06'22" West 369.47 feet to the point of beginning.

LESS AND EXCEPTING therefrom Parcels A, B, C, D, E, F, G, & H.