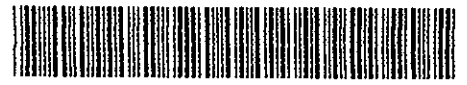


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ENT 75991:2015 PG 1 of 5  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 Aug 20 11:54 am FEE 138.00 BY SW  
RECORDED FOR SPRINGVILLE CITY CORPORATIO

After Recording Return To:  
PO Box 216  
Orem, UT 84057

**SUPPLEMENTAL DECLARATION OF CONDOMINIUM  
OF BROOKLINE CONDOMINIUMS  
Phase 11 Plat "A" AMENDED**

**THIS SUPPLEMENTAL DECLARATION** is made by Edge Land 15, LLC ("Declarant"), owner of the property known as Brookline Condominiums **Phase 11 Plat "A" AMENDED** (as described in Exhibit "A" to this Supplemental Declaration).

RECITALS

A. Real property in Utah County, Utah, known as the Brookline Condominiums was subjected to covenants, conditions, and restrictions pursuant to a Declaration recorded January 16, 2015, in the Utah County Recorder's Office as Entry No. 3704-2015 ("Declaration"). Declarant is the owner of the land described in Exhibit "A".

B. Under Article II, Section 2.2 of the Declaration, Declarant has the right to add Units to the Project;

C. Declarant desires to annex property into the Project. The annexed land shall be known as the **Phase 11 Plat "A" AMENDED** ("Project") as described in Exhibit "A" and the plat recorded simultaneously herewith.

**NOW THEREFORE**, Declarant hereby declares as follows:

1. All defined terms as used in this Supplemental Declaration shall have the same meaning as those set forth and defined in the Declaration, unless a definition is given to the term in this Supplemental Declaration.
2. The real property described in Exhibit "A" and situated in Springville City, Utah County, Utah, is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed in to the Project and is to be held, transferred, sold, conveyed, and occupied as a part of the Project, subject to the following:

**RESERVING UNTO DECLARANT**, however, such easements and rights of ingress and egress over, across, through, and under the said property and any improvements (including buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of the Declaration): (i) to construct and complete the Project, and to do all things reasonably necessary or proper in connection therewith; (ii) to construct and complete on the Additional Land, or any portion thereof, such improvements as Declarant shall determine to build in its sole discretion (and whether or not the Additional Land or any portion thereof has been or hereafter will be added to the Project); (iii) to amend the existing Project as to the number of lots, lot sizes, and units to be built upon the land, as permitted by the laws of the State of Utah and Utah County and the zoning requirements of Springville City; and (iv) to improve portions of the said property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all Owners as Declarant may reasonably determine to be appropriate. If, pursuant to all foregoing reservations, the said property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such 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 7 years after the date on which this Supplemental Declaration is recorded. Declarant

may add land and subject it to the Declaration in its discretion for 7 years from the date this Supplemental Declaration is recorded.

**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; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described real property or any portion thereof, including, without limitation, any mortgage or deed of trust (and nothing in this paragraph shall be deemed to modify or amend such mortgage or deed of trust); all visible easements and rights-of-way; all easements and rights-of-way, encroachments, or discrepancies shown on, or revealed by, a 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 said real property at such time as construction of all Development improvements is complete; and all easements necessary for ingress to egress from, maintenance of, and replacement of all such pipes, lines, cable, wires, utility lines, and similar facilities.

3. The Declaration as previously amended and supplemented shall remain unchanged and, together with this Supplemental Declaration shall constitute the Declaration of Covenants, Conditions and Restrictions for the Project as it may be further expanded by the annexation of the Additional Land.
4. Declarant reserves the right, as stated in the Declaration, to Class B voting membership.
5. This Supplemental Declaration shall be recorded in the Utah County Recorder's Office to accompany the Plat Map entitled Brookline Condominiums **Phase 11 Plat "A" AMENDED** recorded simultaneously herewith, located in Springville City, Utah County, Utah, executed and acknowledged by Declarant, and accepted by Springville City.
6. The Declarant hereby adds an additional eight Units to bring the total to 112 Units. The Percentage interest shall be changed to be  $1/112^{\text{th}}$  per Unit. **Phase 11 Plat "A" AMENDED** adds to the previously recorded phases which include Phase 9 Plat "9B", Phase 9 Plat "9A", Phase 11 Plat "A", Phase 10 Plat "A", Phase 13 Plat "A", Phase 14 Plat "A", Phase 16 Plat "A", Phase 15 Plat "A", Phase 17 Plat "A", Phase 18 Plat "A", Phase 19 Plat "A", Phase 20 Plat "A", and Phase 21 Plat "A" (see Exhibit "B" to this Supplemental Declaration).

N WITNESS WHEREOF, Declarant has executed this instrument the day and year first set forth above.

**DECLARANT**

By: Edge Land IS, LLC

  
\_\_\_\_\_

By: Gordon Jones

Its: Manager

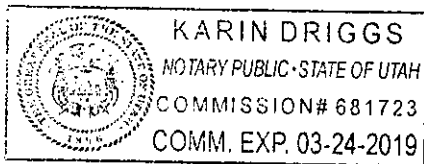
Dated: 8/19/15

STATE OF UTAH )

:ss.

County of Utah )

On this 19 day of August, 2015, personally appeared before me Gordon Jones, who being by me duly sworn, did say that he is the agent of Declarant, authorized to execute the Declaration.



  
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NOTARY PUBLIC

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 7 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE S. 88°44'34" W. ALONG THE SECTION LINE 362.19 FEET; THENCE NORTH 207.12 FEET TO THE REAL POINT OF BEGINNING,

THENCE NORTH A DISTANCE OF 88.93 FEET; THENCE EAST A DISTANCE OF 30.65 FEET; THENCE NORTH A DISTANCE OF 48.00 FEET; THENCE EAST A DISTANCE OF 116.57 FEET; THENCE SOUTH A DISTANCE OF 55.41 FEET; THENCE WEST A DISTANCE OF 11.16 FEET; THENCE SOUTH A DISTANCE OF 83.11 FEET; THENCE N. 89°19'45" W. A DISTANCE OF 136.07 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 0.41 ACRES OF LAND.

## EXHIBIT "B"

Phase #	Plat #	Percent Ownership
Phase 9	Plat "9B"	1/8
Phase 9	Plat "9A"	1/16
Phase 11 Amended	Plat "A"	1/24
Phase 10	Plat "A"	1/32
Phase 13	Plat "A"	1/40
Phase 14	Plat "A"	1/48
Phase 16	Plat "A"	1/56
Phase 15	Plat "A"	1/64
Phase 17	Plat "A"	1/72
Phase 18	Plat "A"	1/80
Phase 19	Plat "A"	1/88
Phase 20	Plat "A"	1/96
Phase 21	Plat "A"	1/104
Phase 22	Plat "A"	1/112