

Mail to: Edge Homes
482 West 800 North #200
DREM, UT 84057

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ENT 83883:2016 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2016 Aug 31 8:38 am FEE 94.00 BY SS
RECORDED FOR TOWN OF VINEYARD

SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
THE PRESERVE AT
WATER'S EDGE TOWNHOMES
A Townhome project in Vineyard, Utah

AN EXPANDABLE
PLANNED UNIT DEVELOPMENT

This Supplement to Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for The Preserve at Water's Edge Townhomes is made and executed this 27 day of July, 2016 by Edge Preserve, LLC a Utah limited liability company ("Declarant").

RECITALS

A. Declarant is the Declarant as identified and set forth in that certain Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for The Preserve at Water's Edge Townhomes, recorded with the Utah County Recorder's Office on June 3, 2016 as Entry Number 50173:2016 ("Declaration").

B. 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.

C. Declarant desires to add a portion of the Additional Land as hereinafter provided for.

NOW THEREFORE, in consideration of the recitals set forth above, the Declarant hereby declares and certifies as follows:

1. Submission 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 any and all of the other improvements described in the Declaration or in the Map recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; (ii) 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 (iii) 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 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 Supplemental Map pertaining to the same, which Supplemental Map shall be recorded with this Supplemental Declaration.

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

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

EXECUTED the day and year first written above.

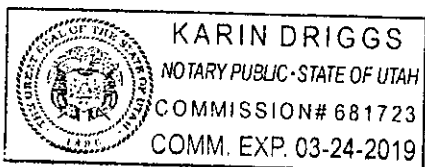
Declarant:

Edge Preserve, LLC, a Utah limited liability company

By: Steven Maddox
Its: Manager

STATE OF UTAH)
COUNTY OF Utah) :ss.

On this 1 day of August, 2016, before me personally appeared Steven Maddox, who acknowledged himself to be the Manager of Edge Preserve, LLC, a Utah limited liability company, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.



Karin Driggs
NOTARY PUBLIC

EXHIBIT A
SUBJECT PROPERTY/ADDITIONAL LAND
(Legal Description)

THE PRESERVE AT WATER'S EDGE TOWNHOMES, PLAT "B"

A PORTION OF LOT 2, GENEVA PARK WEST RECORD OF SURVEY SUBDIVISION LOCATED IN SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 1456.89 FEET AND WEST 1684.76 FEET FROM THE SOUTHEAST SECTION CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 143.59 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE ALONG SAID LOT 2 THE FOLLOWING TWO (2) COURSES: N10°34'45"W 909.17 FEET; THENCE ALONG THE ARC OF A 1552.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N49°02'12"E) 1098.50 FEET THROUGH A CENTRAL ANGLE OF 40°32'27" (CHORD: S61°14'01"E 1075.73 FEET); THENCE S10°09'29"W 133.64 FEET; THENCE ALONG THE ARC OF A 1685.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N8°37'00"E) 12.73 FEET THROUGH A CENTRAL ANGLE OF 0°25'59" (CHORD: N81°10'01"W 12.73 FEET); THENCE S9°02'59"W 40.00 FEET; THENCE S35°02'48"E 14.36 FEET; THENCE S10°17'02"W 64.10 FEET; THENCE N78°14'36"W 158.83 FEET; THENCE S10°07'04"W 33.35 FEET; THENCE S89°33'54"W 115.96 FEET; THENCE N10°07'04"E 67.23 FEET; THENCE N69°28'23"W 164.71 FEET; THENCE N64°56'11"W 141.96 FEET; THENCE N60°31'17"W 33.48 FEET; THENCE S10°41'16"E 130.34 FEET; THENCE S79°18'44"W 55.73 FEET; THENCE S10°41'16"E 75.20 FEET; THENCE SOUTH 40.00 FEET; THENCE S5°17'38"E 79.34 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±7.41 ACRES