

12797565
6/25/2018 11:07:00 AM \$52.00
Book - 10687 Pg - 1441-1444
ADAM GARDINER
Recorder, Salt Lake County, UT
PROVO LAND TITLE COMPANY
BY: eCASH, DEPUTY - EF 4 P.

When Recorded Return To:

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

**SUPPLEMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
GRAYSTONE SUBDIVISION
An Expandable Planned Unit Development
(Phase 3)**

This Supplement to the Declaration of Covenants, Conditions, and Restrictions for Graystone Subdivision ("**Supplemental Declaration**") is executed and adopted by Edge Homes Utah LLC, a Utah limited liability company ("**Declarant**").

RECITALS

A. This Supplemental Declaration shall modify and supplement the Declaration of Covenants, Conditions and Restrictions for Graystone Subdivision ("**Declaration**") recorded with the Salt Lake County Recorder's Office on October 16, 2017 as Entry No. 12637544 in Book 10609, and beginning at Page 3361.

B. Edge Homes Utah 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:

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 Supplemental Declaration is filed for record in the Salt Lake County records.

2. Phase 3. 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 **Graystone Subdivision Phase 3, Amending Lot L, South Herriman**, which plat map is recorded with Salt Lake County.

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. Master Association Membership. the Owner of each Lot or Parcel within the

Subject Property shall be a member of the Rosecrest Communities Master Homeowners Association and shall also be subject to the *Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Rosecrest Communities Planned Unit Development* recorded in the Salt Lake County Recorder's Office on February 21, 2012 as Entry No. 11336225 in Book 9992 at Page 851 and any supplements and amendments thereto.

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

6. Reservation of Declarant's Rights. Pursuant to the Declaration, all rights concerning the Project reserved to Declarant in the Declaration are hereby incorporated and reserved to Declarant with respect to the Subject Property. The exercise of Declarant's rights concerning such Subject Property shall be governed by the same terms, provisions and limitations set forth in the Declaration.

7. Effective Date. This Supplemental Declaration shall take effect upon being recorded with the Salt Lake County Recorder.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration this 22 day of June, 2018.

DECLARANT

Edge Homes Utah LLC

A Utah Limited Liability Company

By: Steve Maddox

Name: Steve Maddox

Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF Utah)

On the 22 day of June, 2018, personally appeared before me Steve Maddox who by me being duly sworn, did say that she/he is an authorized representative of Edge Homes Utah LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Shelley King
Notary Public

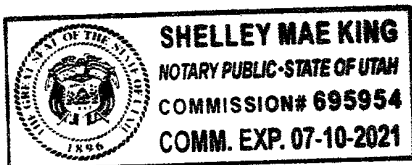


EXHIBIT A
(Legal Description)

All of **Graystone Subdivision Phase 3, Amending Lot L, South Herriman**,
according to the official plat thereof, on file in the office of the Salt Lake County Recorder on
May 3, 2018 as Entry Number 12765679.

Parcel Numbers:

33073780030000	33073780040000	33073780050000	33073780060000
33073790150000	33073790160000	33073790170000	33073790180000
33073790190000	33073840050000	33073850060000	33073850130000
33073790200000	33073840060000	33073850070000	33073850140000
33073790210000	33073840070000	33073850080000	33073870010000
33073790220000	33073850020000	33073850090000	33073870020000
33073810050000	33073850030000	33073850100000	33073870030000
33073810060000	33073850040000	33073850110000	33073870040000
33073840030000	33073850050000	33073850120000	33073870050000
33073840040000			