

WHEN RECORDED, RETURN TO:

RICHARDS LAW, PC  
2040 Murray Holladay Rd., Suite 106  
Salt Lake City, UT 84117  
(801) 274-6800

DECLARATION OF ANNEXATION  
TO  
RIVER HEIGHTS  
PLAT D

THIS SUPPLEMENTAL DECLARATION OF ANNEXATION TO RIVER HEIGHTS, PLAT D is made on the date evidenced below by River Heights Subdivision, LLC, as Declarant ("Declarant") pursuant to the Declaration (as defined below).

RECITALS

A. Whereas, a Declaration of Covenants, Conditions and Restrictions for River Heights was recorded on December 30, 2015, as Entry No. 116897:2015 in the records of the Utah County Recorder (as may be amended from time to time, the "Declaration").

B. Whereas, under Article VII, Section 7.5 of the Declaration, Declarant reserved an option to expand the Project (as defined in the Declaration) and annex additional property into the Project at any time.

C. Whereas, Declarant is the fee simple owner of record of that certain real property known as River Heights Plat D described with particularity on Exhibit A attached hereto and incorporated herein by this reference ("Plat D").

D. Whereas, the undersigned desires to expand the Project by annexing the Plat D property into the Project and intends that the Plat D properties, and all purchasers thereof, shall be subject to the Declaration and this Declaration of Annexation.

E. Whereas, an agreement has been made between Utah Lake Distributing Company ("ULDC") and Declarant regarding an irrigation water delivery system below the Property, the Declarant also intends to provide certain covenants for Plat D.

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

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ANNEXATION

1. The Plat D property, described in Exhibit A which property is situated in Utah County, Utah, is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed into the Project, as "Project" is defined in the Declaration, and is to be held, transferred, sold, conveyed, and occupied as a part of the Project.
2. Except as amended below by the provisions of this Declaration of Annexation, the Declaration shall remain unchanged and, together with this Declaration of Annexation and its accompanying covenants contained herein, shall constitute the covenants, conditions and restrictions for the property described on Exhibit A.

COVENANTS

1. ULDC and River Heights have an agreement entitled Agreement for Relocation and Enclosure of Utah Lake Distributing Company's Gardner Lateral dated February 6, 2017 and recorded as Entry Number 12637:2017 in the records of the Utah County Recorder ("Relocation Agreement").
2. In addition, ULDC and River Heights have an agreement entitled Relocated Irrigation Ditch Easement Agreement dated February 6, 2017 and recorded as Entry Number 12639:2017 in the records of the Utah County Recorder ("Easement Agreement").
3. The Relocation Agreement and the Easement Agreement, as recorded documents running with the Exhibit A property and only to the buyers thereof, contains certain obligations and responsibilities as stated in said Agreements.
4. ULDC claims a prescriptive easement for the Gardner Lateral line ("Pipe") which has been converted into an express easement which crosses the River Heights Property as set forth in the Relocation Agreement.
5. If at any time the Gardner Lateral Pipe needs to be repaired and excavation must be performed to access the Pipe, the following shall apply with respect to all repairs, maintenance, replacement or improvement of the Pipe:
  - a. If excavation for work is done upon a homeowner's lot, the homeowner shall be responsible for the cost of restoration of landscaping and related improvements including, but not limited to, irrigation systems, sidewalk, curb, gutter, fences or other improvements. Any top soil removed shall be replaced by the homeowner.
  - b. If excavation for work is done in on a private roadway, the Association shall be responsible for the cost of the asphalt surface. The ULDC shall bear other costs of maintenance and restoration

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- c. If excavation for work is done on any city-owned property, the Association shall be responsible for the cost of restoration of landscaping and related improvements including, but not limited to, irrigation systems, road surfaces, sidewalks, curbs, gutters, fences or other improvements as set forth in the Easement Agreement. Any top soil removed shall be replaced by the Association
- d. If excavation for work is done on any Common Areas, the Association shall be responsible for the cost of maintenance and restoration of landscaping and related improvements including, but not limited to, irrigation systems, road surfaces, sidewalks, curbs, gutters, fences or other improvements as set forth in the Easement Agreement. Any top soil removed shall be replaced by the Association.

IN WITNESS WHEREOF, the Declarant has executed this instrument the 4 day of March, 2017.

**DECLARANT**

River Heights Subdivision, LLC

By: [Signature]  
Its: Manager

STATE OF UTAH                    )  
  )ss:  
County of Salt Lake            )

Subscribed and sworn before me on this 6 day of March, 2017 by Shon Rindlsbacher.

[Signature]  
Notary Public

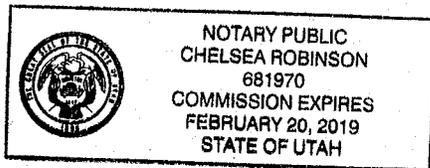


EXHIBIT A

Legal Description

Lots 1 through 16, RIVER HEIGHTS PLAT A subdivision, according to the official plat thereof recorded with the office of the Utah County Recorder, state of Utah.

Serial #'s: 51:544:0001 through 51:544:016

Lots 101 through 137, RIVER HEIGHTS PLAT B subdivision, according to the official plat thereof recorded with the office of the Utah County Recorder, state of Utah.

Serial #'s: 51:547:0101 through 51:547:0137

Lots 301 through 317, RIVER HEIGHTS PLAT C subdivision, according to the official plat thereof recorded with the office of the Utah County Recorder, state of Utah.

Serial #1's: 51:560:0301 through 51:560:0317

Lots 401 through 419, RIVER HEIGHTS PLAT D subdivision, according to the official plat thereof recorded with the office of the Utah County Recorder, state of Utah.

Serial #1's: through

51-583-0401 51-583-0419

RIVER HEIGHTS PLAT D is more particularly described as follows:

A PARCEL OF LAND SITUATION IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°51'52" WEST ALONG THE SECTION LINE 216.28 FEET AND NORTH 121.48 FEET FROM THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 89°51'52" WEST 23.41 FEET ALONG THE NORTHERLY BOUNDARY OF PLAT A, JORDAN VIEW LANDING SUBDIVISION ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE NORTH 10°04'36" WEST 0.58 FEET ALONG SAID PLAT A, JORDAN VIEW LANDING SUBDIVISION; THENCE WEST 523.63 FEET TO THE EASTERLY BOUNDARY OF PLAT "C", RIVER HEIGHTS SUBDIVISION ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING THREE (3) COURSES: NORTH 00°02'08" WEST 140.85 FEET, NORTH 34°52'24" WEST 56.04 FEET AND NORTH 00°02'08" WEST 107.92 FEET; THENCE NORTH 86°59'00" EAST 291.90 FEET, THENCE SOUTH 88°21'00" EAST 256.69 FEET; THENCE SOUTH 03°29'00" EAST 167.29 FEET; THENCE SOUTH 08°48'00" EAST 137.88 FEET TO THE POINT OF BEGINNING.

AREA: 3.7920 ACRES