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When Recorded, Mail To:

John Stubbs
849 West LeVoy Drive, Suite 100
Salt Lake City, UT 84123

ENT 112748:2006 PG 1 of 6
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Aug 29 10:56 am FEE 32.00 BY HI
RECORDED FOR RICHMOND AMERICAN HOMES

DECLARATION OF ANNEXATION OF PLAT 5 OF THE GRAY
FARMS SUBDIVISION WITHIN THE AMENDED MASTER
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR GRAY
FARMS SUBDIVISION IN LEHI, UTAH COUNTY, UTAH

This Declaration of Annexation is made this 11 day of ~~June~~¹⁴, 2006, by Richmond American Homes of Utah, Inc., a Colorado corporation ("Richmond"), and Wentworth Development, L.L.C., a Utah limited liability company ("Wentworth").

RECITALS

A. Wentworth is the owner of the real property located in Utah County, Utah, and known as Gray Farms Subdivision, Phase 5, as more fully described in Exhibit "A" hereto.

B. Richmond previously caused to be recorded in the Office of the County Recorder for Utah County on February 15, 2006 at Entry No. 18524, that certain Amended Master Declaration of Protective Covenants, Conditions, Easements, Reservations and Restrictions for Gray Farms Subdivision in Lehi, Utah County, Utah (the "CC&R's")

C. Pursuant to the terms of the CC&R's, additional property which is part of the Gray Farms subdivision, including Plat 5, may be subjected to the terms of the CC&R's.

D. Wentworth has developed Plat 5 and wishes to subject Plat 5 to the CC&R's by this Declaration of Annexation. Richmond hereby agrees by its joinder in this Declaration of Annexation that Plat 5 may be subjected to the CC&R's.

E. All capitalized terms herein shall have the same meaning as those set forth in the CC&R's unless otherwise stated herein.

DECLARATION

Wentworth hereby declares that all of the lots within Plat 5 shall be held, sold, conveyed, encumbered, leased, used, occupied and approved subject to the protective covenants, conditions, restrictions and equitable servitude set forth in the CC&R's, all of which are created for the mutual benefit of the Owners. It is the intention of the Declarant in imposing these covenants, conditions, and restrictions to protect and enhance the property values and aesthetic values of the Lots by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners. The covenants, conditions and restrictions set forth in the CC&R's are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots in the Subdivision to be located on the Entire Property. The covenants, conditions and restrictions set forth in the CC&R's shall be binding upon the Declarant as well as its successors and interest, and may be enforced as provided for in the CC&R's.

Notwithstanding the foregoing, no provision of this Declaration shall prevent Wentworth from doing any of the following, in addition to such rights as may be described elsewhere in the CC&R's: (1) installation and completion of the Subdivision Improvements on property or Lots owned by Wentworth in Plat 5; (2) use of any Lot in Plat 5 owned by Wentworth as a model home, or for the placement of temporary construction or sales office; (3) installation of maintenance of signs incidental to sales or construction, which are in compliance with applicable laws, statutes, ordinances or


regulations and are placed on any Lot or property in Plat 5 owned by Wentworth; (4) assignment of Wentworth's rights under this Declaration of Annexation, in whole or in part, to one or more persons intending to construct homes within the subdivision on property or Lots in Plat 5 owned by Wentworth; (5) construction of any improvements, including homes, on property or Lots in Plat 5 by Wentworth as approved by appropriate governmental authorities; (6) access over any Lot in Plat 5 for the installation of improvements; and (7) erection of permanent or temporary signs on property or Lots in Plat 5 for use during the selling and marketing of the project.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. **Incorporation of CC&R's.** Declarant hereby incorporates the covenants conditions and restrictions set forth in the CC&R's as if repeated and fully set forth herein.
2. **Identification of Property.** Plat 5 is identified in the CC&R's as a portion of the "Additional Property" and it is the intent of Wentworth to subject Plat 5 to all of the rights, obligations, covenants, conditions and restrictions set forth in the CC&R's as if Plat 5 were originally subject to the CC&R's at the time of its recording.

Executed on the date first stated above.

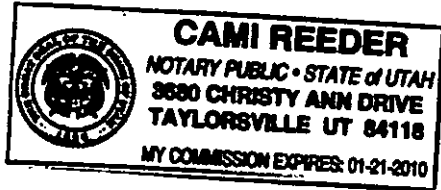
WENTWORTH DEVELOPMENT, L.L.C.
A UTAH LIMITED LIABILITY COMPANY

By: 
Gentry W. Jensen
Its President

STATE OF UTAH)

COUNTY OF UTAH)
SALT LAKE

The foregoing instrument was acknowledged before me by Gentry W. Jensen the President of Wentworth Development, L.L.C., a Utah limited liability company.



Cami Reeder
NOTARY PUBLIC

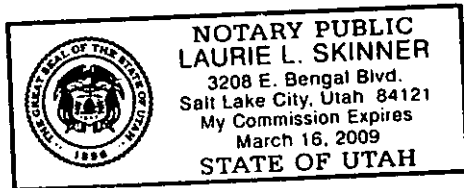
RICHMOND AMERICAN HOMES, INC.
a Colorado corporation

By: [Signature]
John Stubbs
Its: President-Richmond American Homes of Utah,

Inc.

STATE OF UTAH)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me by John Stubbs, President of Richmond American Homes of Utah, Inc. a Colorado corporation.



Laurie L. Skinner
NOTARY PUBLIC

EXHIBIT A

Legal Description of Plat 5