

December 5, 2012

**DECLARATION OF INCLUSION OF PHASE 10 OF THE COVE AT JORDAN
RIVER TOWNHOUSES WITHIN THE DECLARATION OF COVENANTS,
CONIDTIONS, AND RESTRICTIONS OF THE COVE AT JORDAN RIVER
TOWNHOUSES**

(A Planned Unit Development)

This Declaration of Inclusion is made this 5 day of Dec, 2012 by The Cove at Jordan River, LLC, a Utah limited liability company, referred to herein as "Declarant."

RECITALS

A. Declarant is the owner of the following described real property (the "Phase 10 Property") located in Utah County, Utah, and known as The Cove at Jordan River, A Planned Unit Development, Phase 10:

See the attached Exhibit "A".

B. Declarant previously caused to be recorded in the Office of the Utah County Recorder on November 8, 2007 as Entry 159540:2007, that certain Declaration of Covenants, Conditions and Restrictions of The Cove at Jordan River Townhouses (a Planned Unit Development), with respect to Phases 1 and 2 of The Cove at Jordan River Townhouses located in Utah County, Utah (the "CC&R's").

C. Pursuant to the terms of the CC&R's, Declarant is permitted to subject Additional Land which is part of The Cove at Jordan River Townhouses, including the Phase 4 Property, to the terms of the CC&R's.

D. Declarant is now prepared to develop the Phase 10 Property and wishes to subject the Phase 10 Property to the CC&R's by this Declaration of Inclusion.

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

DECLARATION

Declarant hereby declares that all of the real property, Units, improvements, and Common Areas within the Phase 10 Property shall be held, sold, conveyed, encumbered, leased, used, occupied, and approved subject to the protective covenants, conditions, restrictions and equitable servitudes set forth in the CC&R's, all of which are created for the benefit of the Owners and the Project as a whole. 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 Units and Common Areas 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 Units, Common Areas, or improvements, and shall inure to the benefit of all other Units and Common Areas in the Project located on the Property. The covenants, conditions and restrictions set forth in the CC&R's shall be binding upon the Declarant as well as its successors in interest or assigns, and may be enforced by the Declarant or by any Owner.

Notwithstanding the foregoing, no provision of this Declaration of Inclusion shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights, in addition to such rights as may be described elsewhere in the CC&R's: (1) installation and completion of the Project; (2) use of any Unit or Building owned by the Declarant 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 city ordinances; (4) assignment of Declarant's rights under this Declaration of Inclusion in whole or in part, to one or more persons intending to construct the Project or a portion thereof; (5) retention of Declarant's rights with respect to subsequent phases of the Project; (6) construction of any improvements, including Buildings and Units, by Declarant as approved by the city; (7) access over, under and through any of the Property, including Units, for the installation of improvements; and (8) erection of permanent or temporary signs 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 in the CC&R's, as if repeated and fully set forth herein.

2. Addition to CC&R's. The following provision, identified as Section 21.6, is hereby added to the CC&Rs, to clarify the intentions of, and language in, the original CC&Rs, as if the following provision was included as part of the original CC&Rs with respect to the Phase 10 Property:

21.6. Any and all utilities in the Project (including, without limitation, water lines, sewer lines, power lines and related improvements) that are constructed within, under, over or through a Unit or a Building and that extend to and/or serve another Unit or Building shall have a perpetual easement for construction, installation, repair, maintenance, and replacement. The beneficiaries of the easement hereby created shall be the Association, the service providers of the utilities, and all Owners of the Units receiving service from the subject utilities.

3. Phase 10 Property. The Phase 10 Property is identified in the CC&R's as a portion of the "Additional Land," and Declarant hereby subjects the Phase 10 Property to, and the Phase 10 Property shall hereafter be encumbered by, all of the rights, obligations, covenants, conditions, and restrictions set forth in the CC&R's.

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PHASE 10 PROPERTY

Part of the Northeast Quarter of Section 14, Township 5 South, Range 1 West of the Salt Lake Baseline and Meridian described as follows:

Commencing at the North Quarter Corner of Section 14, Township 5 South, Range 1 West of the Salt Lake Baseline and Meridian monumented with a Brass Cap thence N 89°51'59" E 1331.32 feet (Basis of Bearing) along the north line of the Northeast Quarter of said Section 14; thence S00°11'49"W 2208.82 feet to the POINT OF BEGINNING and running

thence S89°48'11"E 124.83 feet;

thence N40°22'09"E 204.25 feet;

thence S89°59'51"E 94.86 feet to the boundary of the Cove at Jordan River, Phase 8 recorded March 13, 1012 under Entry No. 20079;

thence along said boundary the next nine courses:

1) thence S00°00'06"W 12.88 feet

2) thence 7.48 feet along a curve to the right, with a central angle of 11°25'18", a radius of 37.50 feet, and a chord that bears S05°42'45"W 7.46 feet;

3) thence S78°34'36"E 29.00 feet;

4) thence northeasterly, a distance of 34.29 feet along a non tangent curve to the right of which the radius point lies S78°34'36"E a radius of 25.00 feet, and having a central angle of 78°34'36" and a chord that bears N50°42'42"E 31.66 feet;

5) thence East 56.18 feet;

6) thence South 18.33 feet;

7) thence East 38.00 feet;

8) thence North 18.33 feet;

9) thence East 20.99 feet to the Cove at Jordan River Phase 7 Amended recorded October 28, 2011 under Entry No. 77259;

thence along said Cove at Jordan River Phase 7 Amended S40°18'45"W 414.40 feet to a point on the Cove at Jordan River Phase 9;

thence along the boundary of the Cove at Jordan River, Phase 9 recorded June 18, 2012 under Entry No. 50255 the next five courses:

1) thence S45°06'08"W 155.12 feet;

2) thence N00°09'38"E 80.00 feet;

3) thence N89°50'22"W 19.00 feet;

4) thence N00°09'38"E 19.57 feet;

5) thence N89°50'28"W 123.24 feet to the east boundary of Saratoga Crossroads recorded May 7, 2003 under Entry No. 68918;

thence along said east boundary N00°11'49"E 176.34 feet (N00°11'42"E, By Record) to the point of beginning, containing 2.31 acres, more or less.

Parcels

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SB:032:0147