

WHEN RECORDED, RETURN TO:
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ENT 4665:2021 PG 1 of 4
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Jan 08 3:44 pm FEE 40.00 BY HA
RECORDED FOR AMERICAN FORK CITY

DECLARATION OF INCLUSION

(Block 3 – Phase 1 Plat “E” Condominium: Additional Land for Rockwell Ranch Condominiums, Utah County, Utah)

This *Declaration of Inclusion* is made effective as of the date set forth on the signature page hereof by RWR Property Holdings, LLC, a Utah limited liability company (“**Declarant**”).

RECITALS

A. Declarant (or its affiliate or predecessor in interest) has previously executed and recorded that certain *Amended and Restated Declaration of Condominium for Rockwell Ranch Condominiums* (the “**Declaration**”). The Declaration was recorded in the real property records of Utah County, Utah, on October 20, 2020, as Entry No. 164122:2020 against the real property identified in said Declaration.

B. In accordance with Section 1.4 and Section 27 of the Declaration, the Property included in the Rockwell Ranch Condominium Project (the “**Project**”) may be expanded, and Declarant has the absolute right and option, but not the obligation, to expand the Project by making all or a portion of the “Additional Land” therein defined part of the Project and subject to the Declaration.

C. Pursuant to Section 27 of the Declaration, the Project can be expanded to include additional land by recording a Supplemental Declaration or similar instrument against such additional land, and recording the same with the Utah County Recorder’s Office.

D. This Declaration of Inclusion is intended to comply with Section 27 of the Declaration; to expand the Project to include the real property described in **Exhibit A** hereto (the “**Expansion Property**”); and to subject such real property to all the terms, conditions, and restrictions of the Declaration.

E. Unless otherwise indicated, capitalized terms used herein shall have the meanings provided in the Declaration.

NOW THEREFORE, Declarant adopts the following covenants, conditions, and restrictions with respect to the Expansion Property:

1. Expansion of Project. Declarant hereby declares that all of the Expansion Property described in Exhibit A hereto shall be included within the Project and shall be held, sold, conveyed, encumbered, leased, used, occupied, and improved subject to, and in accordance with, the protective covenants, conditions, restrictions, easements, and equitable servitudes set forth in the Declaration, all of which are created for the benefit of the Owners and the Project as a whole. The covenants, conditions, and restrictions set forth in the Declaration are intended to, and shall in all cases, run with title to the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Expansion Property, and shall inure to the benefit of all other Lots and Dwelling Units within the Project. One new condominium Building containing ten (10) new condominium Units may be constructed on the Expansion Property described in Exhibit A.

2. Membership in the Association. Each Owner of a condominium Unit in the Expansion Property shall be a member of the Association, with all of the rights, duties, benefits, and obligations associated with membership in the Association as set forth in the Declaration, the Association's Bylaws, and the Association's other governing documents. Voting rights and assessment obligations shall apply to the Units constructed on the Expansion Property as set forth in the Declaration, including, without limitation, Sections 6.2, 20 and 27.

3. Declarant's Rights. No provision of this Declaration of Inclusion shall prevent 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 elsewhere described in the Declaration: (1) constructing the Project; (2) using any Lot/Unit owned by the Declarant as a model home or for the placement of a temporary construction or sales office; (3) installing signs incidental to sales or construction which are in compliance with applicable ordinances; (4) assigning Declarant's rights under the Declaration and this Declaration of Inclusion in whole or in part, to one or more persons intending to construct the Project or any portion thereof; (5) retaining Declarant's rights with respect to subsequent phases of the Project; (6) constructing any improvements as approved by the municipality with appropriate jurisdiction; and (7) enjoying access over, under, and through any portion of the Project for the installation of utilities or any other improvements.

4. Recording. This Declaration of Inclusion shall be recorded in the real property records of Utah County against the Expansion Property described in Exhibit A hereto.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Inclusion this 3 day of December, 2020.

DECLARANT:
RWR Property Holdings, LLC



Grant Leifgren, Authorized Member/Manager

STATE OF UTAH)
 : ss.
COUNTY OF Utch)

The foregoing instrument was acknowledged before me this 3rd day of December, 2020, by Grant Lefgren, in his capacity as Authorized Member/Manager of RWR Property Holdings, LLC.

SEAL:



Notary Public

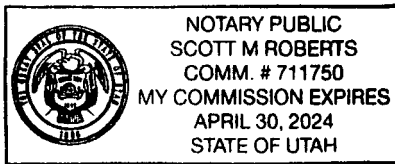


Exhibit A**(Legal Description of Expansion Property being added to the Rockwell Ranch Project)**

The portion of Additional Land being added to the condominium Project and made subject to the recorded Amended and Restated Declaration of Condominium for Rockwell Ranch Condominiums is located in Utah County, Utah, and is described as follows:

Block 3 – Phase 1 Plat “E” Condominium

Beginning at a point being South 89°53'31" East 1,130.02 feet along section line and South 3,403.87 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 89°03'27" East 43.73 feet;

thence Southeasterly 118.76 feet along the arc of a 325.00 fee radius curve to the right (center bears South 00°56'33" West and the chord bears 78°35'21" East 118.10 feet with a central angle of 20°56'12");

thence Southeasterly 24.66 feet along the arc of a 15.00 feet radius curve to the right (center bears South 21°52'45" West and the chord bears South 21°01'00" East 21.98 feet with a central angle of 94°12'31");

thence Southwesterly 51.15 feet along the arc of a 178.00 feet radius curve to the left (center bears South 63°54'44" East and the chord bears South 17°51'22" West 50.97 feet with a central angle of 16°27'48"); (*continues on following page*)

thence North 89°03'27" West 151.41 feet;

thence South 00°56'33" West 13.00 feet;

thence North 89°03'27" West 16.84 feet

thence North 00°56'33" East 88.61 feet;

thence Northeasterly 23.56 feet along the arc of a 15.00 feet radius curve to the right (center bears South 89°03'27" East and the chord bears North 45°56'33" East 21.21 feet with a central angle of 90°00'00") to the point of beginning.

Contains 15,329 Square Feet or 0.352 Acres

(For construction of one (1) new condominium Building containing ten (10) new condominium Units as depicted on the condominium plat recorded against the above-described land).