

When Recorded, Mail To:

Wentworth Development
10714 South Jordan Gateway Suite 100
South Jordan, UT 84095

ENT 86199:2007 PG 1 of 6
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 Jun 13 11:00 am FEE 73.00 BY SS
RECORDED FOR WENTWORTH DEVELOPMEN

DECLARATION OF ANNEXATION OF PHASE 1 OF THE ELK
RIDGE MEADOWS SUBDIVISION WITHIN THE DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR ELK RIDGE MEADOWS, A RESIDENTIAL COMMUNITY IN
ELK RIDGE, UTAH

This Declaration of Annexation is made this 8th day of June, 2007, by Elk Ridge Managers, L.L.C., a Utah limited liability company ("ERM"), 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 Elk Ridge Meadows, Phase 1, as more fully described in Exhibit "A" hereto.

B. ERM previously caused to be recorded in the Office of the County Recorder for Utah County on December 20, 2006 at Entry No. 172090:2006, that certain Declaration of Easements, Covenants, Conditions, and Restrictions for Elk Ridge Meadows, a Residential Community in Elk Ridge, Utah (the "CC&R's").

C. Pursuant to the terms of the CC&R's, additional property which is part of Elk Ridge Meadows, including Phase 1 may be subjected to the terms of the CC&R's.

D. Wentworth is now prepared to develop Phase 1 and wishes to subject Phase 1 to the CC&R's by this Declaration of Annexation. ERM hereby agrees by its joinder in this Declaration of Annexation that Phase 1 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 Phase 1 shall be held, sold, conveyed, encumbered, leased, used, occupied and approved subject to the protective

easements, 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 easements, 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 Phase 1; (2) use of any Lot in Phase 1 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 Phase 1 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 Phase 1 owned by Wentworth; (5) construction of any improvements,

including homes, on property or Lots in Phase 1 by Wentworth as approved by appropriate governmental authorities; (6) access over any Lot in Phase 1 for the installation of improvements; and (7) erection of permanent or temporary signs on property or Lots in Phase 1 for use during the selling and marketing of the project.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Incorporation of CC&R's. Declarant hereby incorporates the easements, covenants, conditions and restrictions set forth in the CC&R's as if repeated and fully set forth herein.

2. Identification of Property. Phase 1 is identified in the CC&R's as a portion of the "Covered Property" and it is the intent of Wentworth to subject Phase 1 to all of the rights, obligations, easements, covenants, conditions and restrictions set forth in the CC&R's as if Phase 1 was originally subject to the CC&R's at the time of its recording.

Executed on the date stated above.

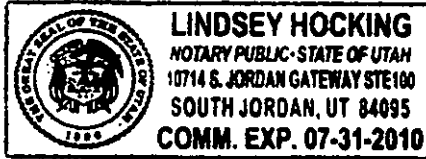
WENTWORTH DEVELOPMENT, L.L.C.
A UTAH LIMITED LIABILITY COMPANY

By: 
Gentry W. Jensen
Its: President

STATE OF UTAH)

COUNTY OF UTAH)

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



Lindsey Hocking

NOTARY PUBLIC

*Residing in Salt Lake, UT
My commission expires 07-31-2010*

DEVELOPMENT ASSOCIATES, INC.
A UTAH CORPORATION

By: *[Signature]*

Bobby Peavley

Its: Managing Member

STATE OF UTAH)

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me by Bobby Peavley, the Managing Member of Elk Ridge Managers, L.L.C., a Utah limited liability company.



Veeann Mogle

NOTARY PUBLIC

*Residing in South Jordan, UT
My commission expires 12/12/2010*

EXHIBIT "A"

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**Elk Ridge Meadows Phase I
Legal Description**

BEGINNING AT A POINT WHICH IS NORTH 00°32'55" WEST ALONG THE QUARTER SECTION LINE 66.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 9 SOUTH RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF 11200 SOUTH STREET AND ALONG THE ARC OF A 3853.00 FOOT RADIUS CURVE TO THE LEFT 235.84 FEET THROUGH A CENTRAL ANGLE OF 03°30'25", THE CHORD OF WHICH BEARS SOUTH 87°49'08" WEST 235.80 FEET; THENCE SOUTH 86°03'54" WEST ALONG SAID RIGHT OF WAY 336.82 FEET TO A POINT OF CURVATURE ; THENCE ALONG SAID RIGHT OF WAY AND ALONG THE ARC OF A 3787.00 FOOT RADIUS CURVE TO THE RIGHT 19.39 FEET THROUGH A CENTRAL ANGLE OF 00°17'36", THE CHORD OF WHICH BEARS SOUTH 86°12'46" WEST 19.39 FEET; THENCE NORTH 143.36 FEET; THENCE 42°53'28"W 116.72 FEET; THENCE WEST 78.51 FEET; THENCE SOUTH 235.62 FEET TO A POINT OF CURVATURE ; THENCE ALONG SAID RIGHT OF WAY AND ALONG THE ARC OF A 3787.00 FOOT RADIUS CURVE TO THE RIGHT 45.25 FEET THROUGH A CENTRAL ANGLE OF 00°41'05", THE CHORD OF WHICH BEARS SOUTH 89°05'35" WEST 45.25 FEET; THENCE SOUTH 89°26'08" WEST ALONG SAID RIGHT OF WAY 81.33 FEET; THENCE NORTH 314.03 FEET; THENCE EAST 133.65 FEET; THENCE NORTH 678.00 FEET; THENCE NORTH 64°21'32" EAST 91.51 FEET; THENCE NORTH 6.76 FEET; THENCE NORTH 74°13'00" EAST 342.93 FEET; THENCE S00°00'23"W 9.04 FEET; THENCE NORTH 74°13'00" EAST 106.00 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 320.49 FOOT RADIUS CURVE TO THE LEFT 155.69 FEET THROUGH A CENTRAL ANGLE OF 27°50'01", THE CHORD OF WHICH BEARS NORTH 60°18'00" EAST 154.16 FEET; THENCE NORTH 46°23'00" EAST 112.37 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 00°32'55" EAST ALONG SAID LINE 1263.78 FEET TO THE POINT OF BEGINNING.

AREA = 18.792 ACRES