

WHEN RECORDED, MAIL TO:

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ENT 92890:2010 PG 1 of 5
Rodney D. Campbell
UTAH COUNTY RECORDER
2010 Oct 27 2:29 pm FEE 34.00 BY EO
RECORDED FOR HICKMAN LAND TITLE - SOUTH
ELECTRONICALLY RECORDED

October 25, 2010

**DECLARATION OF INCLUSION OF PHASE 5 OF THE COVE AT JORDAN
RIVER TOWNHOUSES WITHIN THE DECLARATION OF COVENANTS,
CONIDITIONS, AND RESTRICTIONS OF THE COVE AT JORDAN RIVER
TOWNHOUSES**

(A Planned Unit Development)

This Declaration of Inclusion is made this 25 day of October 2010 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 5 Property") located in Utah County, Utah, and known as The Cove at Jordan River, A Planned Unit Development, Phase 5:

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 5 Property and wishes to subject the Phase 5 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 5 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 5 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 5 Property. The Phase 5 Property is identified in the CC&R's as a portion of the "Additional Land," and Declarant hereby subjects the Phase 5 Property to, and the Phase 5 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 5 PROPERTY

PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. RUNNING THENCE NORTH 00°36'52" EAST (NORTH, BY RECORD) ALONG THE EAST RIGHT OF WAY LINE OF REDWOOD ROAD, 2625.10 FEET; THENCE EAST 65.49 FEET (94.22 BY RECORD); THENCE NORTH 89°50'01" EAST, 1313.39 FEET; THENCE NORTH 89°16'40" EAST, 238.06 FEET TO THE SOUTHWEST CORNER OF PHASE 2, THE COVE AT JORDAN RIVER; THENCE NORTH 89°16'40" EAST, 512.90 FEET; THENCE NORTH 52°45'07" EAST, 91.02 FEET; THENCE NORTH 39°58'43" EAST, 198.88 FEET; THENCE NORTH 50°01'17" WEST, 65.09 FEET TO THE TRUE POINT OF BEGINNING;

AND THENCE SOUTH 56°34'34" WEST ALONG THE NORTH LINE OF PHASE 2 OF THE COVE AT JORDAN RIVER, 66.88 FEET;

THENCE NORTH 49°50'54" WEST ALONG THE NORTH LINE OF PHASE 2 OF THE COVE AT JORDAN RIVER, 82.66 FEET TO THE SOUTHEAST CORNER OF PHASE 4 OF THE COVE AT JORDAN RIVER;

THENCE NORTH 40°18'45" EAST ALONG THE EAST LINE OF PHASE 4 OF THE COVE AT JORDAN RIVER, 73.32 FEET;

THENCE NORTH 46°16'40" WEST ALONG THE NORTH LINE OF PHASE 4 OF THE COVE AT JORDAN RIVER, 167.23 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE DRIVE;

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY OF RIVERSIDE DRIVE IN THE FOLLOWING THREE COURSES:

1. 79.78 FEET ALONG A CURVE TO THE RIGHT NOT TANGENT TO THE PREVIOUS COURSE WITH A RADIUS OF 1166.00 FEET, INCLUDED ANGLE OF 3°55'13" AND A LONG CHORD THAT BEARS NORTH 46°58'31" EAST, 79.77 FEET;

2. 258.43 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1166.55 FEET, INCLUDED ANGLE OF 12°41'35" AND A LONG CHORD THAT BEARS NORTH 55°17'05" EAST, 257.90 FEET;

3. 138.98 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 666.00 FEET, INCLUDED ANGLE OF 11°57'24" AND A LONG CHORD THAT BEARS NORTH 67°36'46" EAST, 138.73 FEET;

THENCE SOUTH 16°24'32" EAST, 116.89 FEET;

THENCE SOUTH 10°00'29" WEST, 40.09 FEET TO THE NORTHWEST CORNER OF THE DETENTION AREA PARCEL OF PHASE 1 OF THE COVE AT JORDAN RIVER;

THENCE ALONG THE WEST LINE OF THE DETENTION AREA PARCEL OF PHASE 1 OF THE COVE AT JORDAN RIVER IN THE FOLLOWING THREE COURSES:

1. SOUTH 59°37'35" WEST, 142.33 FEET;

2. SOUTH 37°14'10" WEST, 109.59 FEET;

3. SOUTH 18°10'47" WEST, 138.16 FEET TO THE BEGINNING.

CONTAINING 2.01 ACRES+/-

Tax ID# 58:032:0119