

WHEN RECORDED, MAIL TO:

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MEGAN QUILTER
206 E WINCHESTER ST
MURRAY UT 84107
BY: JNP, DEPUTY - WI 5 P.

DECLARATION OF ANNEXATION OF PHASE 2

of

DUTCH HILL PLANNED UNIT DEVELOPMENT

A COMMUNITY IN SOUTH JORDAN, UTAH

This Declaration of Annexation of Phase 2 of Dutch Hill Planned Unit Development (this "Annexation") is made this 8 day of SEPTEMBER, 2014, by Oakwood Homes of Utah, LLC, referred to herein as "Declarant."

RECITALS

A. Declarant or its predecessor in interest executed and caused to be recorded that certain Declaration of Covenants, Conditions, and Restrictions for Dutch Hill Planned Unit Development, a Community in South Jordan, Utah (the "Declaration"). The Declaration was recorded with the Salt Lake County Recorder's Office on _____ as Entry No. _____.

B. Declarant is the owner of the following described real property (the "Additional Land") comprising Phase 2 of Dutch Hill Planned Unit Development:

All land and improvements located in Phase 2 of Dutch Hill Planned Unit Development, Including

PROPOSED DUTCH HILL P.U.D PHASE 2:

A TRACT OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 2, AND THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS BEING NORTH 00°01'25" EAST BETWEEN THE MONUMENTS FOUND MARKING THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 2), SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: Tax ID: 27-02-376-033 and 27-11-103-017

BEGINNING AT A POINT ON THE EAST LINE OF DUTCH HILL P.U.D. PHASE 1, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT ALSO BEING NORTH 89°43'26" EAST 1370.66 ALONG THE CALCULATED SOUTHERLY SECTION LINE OF SAID SECTION 2, FROM THE SOUTHWEST CORNER OF SAID SECTION 2, AND RUNNING THENCE ALONG SAID EAST LINE OF DUTCH HILL P.U.D. PHASE 1 THE FOLLOWING FIVE (5) COURSES; 1) NORTH 158.79 FEET, 2) WEST 20.39 FEET, 3) NORTH 111.00 FEET, 4) WEST 9.21 FEET, 5) NORTH 00°00'02" WEST 132.66 FEET TO THE SOUTH LINE OF RENAISSANCE AT TRIMBLE CREEK AMENDED PLAT, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID SOUTH LINE THE FOLLOWING TWO (2) COURSES; 1) NORTH 89°50'36" EAST 206.83 FEET, 2) SOUTH 89°38'43" EAST 251.44 FEET TO THE SOUTHEAST CORNER OF SAID RENAISSANCE AT TRIMBLE CREEK AMENDED PLAT, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF TRIMBLE CREEK SUBDIVISION - PHASE 1, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE SOUTH 89°50'55" EAST ALONG THE SOUTH LINE OF SAID TRIMBLE CREEK SUBDIVISION - PHASE 1 A DISTANCE OF 48.94 FEET; THENCE SOUTH 00°15'05" EAST 398.82 FEET; THENCE NORTH 89°43'07" EAST 35.70 FEET; THENCE SOUTH 09°22'00" WEST 20.54 FEET TO THE NORTHEAST CORNER OF WASATCH DOWNS PHASE 3, ON

FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE SOUTH 89°43'24" WEST ALONG THE NORTH LINE OF SAID WASATCH DOWNS PHASE 3 A DISTANCE OF 421.62 FEET TO THE NORTHWEST CORNER OF SAID WASATCH DOWNS PHASE 3; THENCE NORTH 00°16'53" WEST 0.22 FEET TO THE NORTHEAST CORNER OF WASATCH DOWNS PHASE 2, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE SOUTH 89°42'51" WEST ALONG THE NORTH LINE OF SAID WASATCH DOWNS PHASE 2 A DISTANCE OF 90.09 FEET TO THE SOUTHEAST CORNER OF SAID DUTCH HILL P.U.D. PHASE 1; THENCE NORTH ALONG THE EAST LINE OF SAID DUTCH HILL P.U.D. PHASE 1 A DISTANCE OF 19.85 FEET TO THE POINT OF BEGINNING.

Tax ID: 27-02-376-033 and 27-11-103-017

Pursuant to Section 2.1(c) of the Declaration, the subject development may be expanded to include the Additional Land, and the Additional Land shall be subject to and governed by all of the terms and provisions of the Declaration, upon recording this Annexation with the Salt Lake County Recorder's Office.

C. Declarant is now prepared to develop and/or construct residential units on the Additional Land described above and to make such Additional Land part of the project. Thus, Declarant desires to subject the Additional Land to the Declaration by recording this Annexation instrument.

D. All capitalized terms herein shall have the same meaning as those set forth in the Declaration unless otherwise stated herein.

DECLARATION

Declarant hereby declares that all of the real property, improvements, streets, utilities, residential dwellings (now existing or hereafter constructed or installed) located on or providing access and service to the Additional Land 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 Community 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 Additional Land and all improvements thereon and uses thereof, all for the mutual protection and benefit of the Owners and the Community as a whole. The covenants, conditions and restrictions set forth in the Declaration 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 Additional Land, and shall inure to the benefit of all other Lots in the Community.

All Owners of Lots within the Additional Land (i.e., Phase 2) shall automatically be members of the Association.

Notwithstanding the foregoing, no provision of this Annexation 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 Declaration: (1) installation and completion of the Community; (2) use of any Lot or residential unit 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 Annexation in whole or in part, to one or more persons intending to construct the Community or a portion thereof; (5) retention of Declarant's rights with respect to subsequent phases of the Community; (6) construction of any improvements by Declarant as approved by the City; (7) access over, under and through any of the Community, for the installation of improvements; and (8) erection of permanent or temporary signs for use during the selling and marketing of the Community.

ADDITIONAL REQUIREMENTS

In addition to the covenants, conditions and requirements set forth in the Declaration, the Lots (and Owners thereof) in Phase 2 of this Community shall also comply with the following:

1. The homes on Lots 214 and 215 shall be rambler-style only.
2. Street trees shall be planted and maintained in the park-strip every 30 feet on center in Phase 2 (as per the approved plans), with adjustments to be made as reasonably necessary to accommodate driveways.
3. Park-strips shall contain sod only, except as otherwise allowed by Section 16.04.190 of the City ordinances.

This Annexation shall be recorded in the Salt Lake County Recorder's Office against the Additional Property described in Recital "B" above.

Executed on the date stated above.

DECLARANT:

Oakwood Homes of Utah, LLC

By: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 0 day of September, 2014, by James Dedin, in his/her capacity as VP Land of Oakwood Homes of Utah, LLC, a Delaware limited liability company.

Amanda Edwards
Notary Public

SEAL:

