

When Recorded, Return to:
Vivian Estates, Inc.

1850 North 1450 West
Lehi, UT 84043

Attn: Jason Rickards.

ENT 134560:2020 PG 1 of 4
Jeffery Smith
Utah County Recorder
2020 Sep 03 04:33 PM FEE 40.00 BY SM
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**DECLARATION OF ANNEXATION OF REAL PROPERTY TO
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
VIVIAN ESTATES, PLATS "A", "B", and "C"**

This Declaration of Annexation of Real Property to Declaration of Covenants, Conditions, and Restrictions for Vivian Estates, Plats "A", "B", and "C" ("**Declaration**") is made and executed as of September 1st, 2020, by Vivian Estates, Inc. ("**Declarant**").

RECITALS

A. Declarant recorded that certain Covenants, Conditions, and Restrictions for Vivian Estates, Plats "A", "B", and "C" on June 28, 2018 in the Official Records of Utah County, State of Utah, with entry number 60522:2018 (the "CC&Rs").

B. On August 21, 2020, Declarant recorded the plat of Vivian Estates, Plat D (the "Plat") in the Official Records of Utah County, Utah with entry number 125535:2020, platting that certain real property described therein into residential lots, streets, and tracts.

C. Pursuant to Section 5.1 of the CC&Rs, Declarant desire to annex those lots shown on the Plat as lots 401-406 (each an "Annexed Lot", collectively the "Annexed Property" to the real property that is subject to the CC&Rs, upon the terms and conditions contained in this Declaration).

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Annexed Property shall be held, sold, and conveyed subject to the CC&Rs and the terms of this Declaration and that the easements, covenants, restrictions and charges contained in the CC&Rs herein shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Annexed Property, or any part thereof, an shall inure to the benefit of each owner thereof.

Declarant hereby declares that the Property will be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements, which will run with the Property and will be binding upon, and will inure to the benefit of, all parties having or acquiring any right, title, or interest in or to the Property or any part thereof.

1. Definitions.

Except to the extent otherwise defined herein, capitalized terms used in this Declaration shall have the meanings ascribed to such terms in the CC&Rs.

2. **Annexation of Property**

The Annexed Property is hereby annexed to and made a part of the Property, and is owned and shall be owned, held, conveyed, hypothecated, encumbered, used, occupied and improved in perpetuity, subject to the easements, covenants, restrictions and charges contained in the CC&Rs, as modified or supplemented by the terms of this Declaration. Commencing as of the date hereof, all of the covenants, conditions and restrictions of the CC&Rs shall apply to the Annexed Property in the same manner as if it were originally covered by the CC&Rs. Each of the Annexed Lots shall constitute a "Lot" under the CC&Rs.

3. **Amendments**

The covenants and restrictions of this Declaration shall run with and bind the Annexed Property for so long as the CC&Rs are valid. This Declaration may be amended in the same manner as the CC&Rs may be amended, pursuant to Section 6 of the CC&Rs. Subject to any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend or repeal this Declaration at any time before the closing of the sale on the first Annexed Lot, provided said amendment, modification, or repeal is in writing and properly recorded in the Official Records of Utah County, Utah. Declarant further reserves the right at any time to amend this Declaration, or any amendment hereto, in order to correct scrivener's errors. In no event shall an amendment pursuant to this Section create, limit, or diminish Declarant's special rights without Declarant's written consent or change the boundaries of any Lot or any use to which any Lot is restricted unless the Owners of the affected Lots consent to the amendment.

4. **Miscellaneous Provisions**

4.1 **Non-Waiver.** Failure by the Association 01' by any Owner of an Annexed Lot to enforce a covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4.2 **Construction; Severability.** This Declaration and the CC&Rs shall be liberally construed as one document to effect the annexation of the Annexed Property to the Property. Nevertheless, each provision of this Declaration and the CC&Rs shall be deemed independent and severable, and the invalidity 01' partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

4.3 **Run with Land.** This Declaration and the covenants, restrictions and changes described herein shall run with the land and shall be binding on the parties and any person acquiring any right, title, or interest in the Annexed Property.

4.4 **Termination.** This Declaration shall terminate upon the termination of the CC&Rs in accordance with the terms thereof.

Exhibit A

Legal Description of the Property

Lots: 401, 402, 403, 404, 405, and 406 of VIVIAN ESTATES PLAT D recorded in the Utah County Recorders Office on August 21, 2020 with entry number 125535:2020, being more particularly described as follows:

A portion of the NW1/4 of Section 4, Township 5 South, Range 1 East, Salt Lake Base and Meridian, Lehi City, Utah, more particularly described as follows:

Beginning at a point located S89°55'58"W along the Section line 119.33 feet from the North 1/4 Corner of Section 4, T5S, R1E, SLB&M (Basis of Bearing: N0°03'14"W between the West 1/4 Corner and the Northwest Corner of Section 4); thence S00°27'29"W 151.88 feet; thence N89°43'23"E 100.53 feet; thence S44°28'19"W 182.40 feet; thence Southerly along the arc of a non-tangent curve to the right having a radius of 61.00 feet (radius bears: S50°43'17"W) a distance of 84.68 feet through a central angle of 79°32'07" Chord: S00°29'20"W 78.04 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 15.00 feet a distance of 10.54 feet through a central angle of 40°15'24" Chord: S20°07'42"W 10.32 feet; thence South 162.78 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 10.54 feet through a central angle of 40°15'24" Chord: S20°07'42"E 10.32 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 61.00 feet a distance of 101.81 feet through a central angle of 95°37'50" Chord: S07°33'31"W 90.40 feet; thence S34°37'34"E 236.83 feet; thence West 583.62 feet; thence North 200.00 feet to the Northeast Corner of Lot 301, PLAT "C", VIVIAN ESTATES, according to the Official Plat thereof recorded June 28, 2018 as Entry No. 60521:2018 in the Office of the Utah County Recorder; thence S89°43'24"W along said plat 112.64 feet to a point on the Easterly line of PLAT "B", VIVIAN ESTATES, according to the Official Plat thereof recorded June 28, 2018 as Entry No. 60520:2018 in the Office of the Utah County Recorder; thence along said plat the following 5 (five) courses: 1) N00°16'36"W 352.00 feet; 2) N89°43'24"E 11.95 feet; 3) N00°16'36"W 120.00 feet; 4) N89°43'23"E 47.36 feet; 5) N00°16'36"W 153.86 feet to the Section line; thence N89°55'58"E along the Section line 546.44 feet to the point of beginning.

Contains: 10.70 acres+/-