

WHEN RECORDED, RETURN TO:
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10610 South Jordan Gateway #200
South Jordan, Utah 84095



ENT 36107:2021 PG 1 of 5
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Feb 25 3:23 pm FEE 128.00 BY LT
RECORDED FOR GUYMON, PAXTON

DECLARATION OF INCLUSION
AND NOTICE OF REINVESTMENT FEE COVENANT

(Rockwell Ranch; American Fork City, Utah County)

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

RECITALS

A. Declarant (or its affiliate or predecessor in interest) has previously executed a *Master Declaration of Covenants, Conditions and Restrictions of Rockwell Ranch* (the “**Master Declaration**”). The Master Declaration was recorded in the real property records of Utah County, Utah, on October 5, 2020, as Entry No. 154279:2020 against the real property identified in the Master Declaration.

B. In accordance with Section 1.1 and Article XIX of the Master Declaration, the Property included in the Rockwell Ranch development (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 Master Declaration.

C. Pursuant to Article XIX of the Master Declaration, the Project can be expanded to include additional land by recording a Supplemental Declaration (or Declaration of Inclusion) against such additional land, and recording the same with the Utah County Recorder’s Office against such additional land.

D. This Declaration of Inclusion is intended to comply with Article XIX of the Master Declaration; to expand the Rockwell Ranch development 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 Master Declaration.

E. Unless otherwise indicated, capitalized terms used herein shall have the meanings provided in the Master 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 approved subject to, and in accordance with, the protective covenants, conditions, restrictions, easements, and equitable servitudes set forth in the Master 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 Master 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.

2. Membership in the Master Association. Each Owner of a Lot or Dwelling 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 Master Declaration, the Association's Bylaws, and the Association's other governing documents.

3. Reinvestment Fee. All Dwelling Units in the Expansion Property are subject to a reinvestment fee requirement (payment obligation) as described in Article VII of the Master Declaration.

4. Declarant's Rights. Notwithstanding the foregoing, 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 Master Declaration: (1) installing and completing the Project; (2) using any Lot or residential unit owned by the Declarant as a model home or for the placement of a temporary construction or sales office; (3) installing and maintaining signs incidental to sales or construction which are in compliance with applicable ordinances; (4) assigning Declarant's rights under the Master 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 or other governmental entity with appropriate jurisdiction; (7) enjoying access over, under, and through any portion of the Project for the installation of utilities or any other improvements; and (8) erecting permanent or temporary signs for use during the selling and marketing of the Project.

5. 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 21st day of February, 2021.

DECLARANT:

RWR Property Holdings, LLC, a Utah limited liability company


Grant Lefgren, Authorized Member/Manager

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 21st day of February, 2021, by Grant Lefgren, as authorized member/manager of RWR Property Holdings, LLC, a Utah limited liability company (the above Declarant).



NOTARY PUBLIC

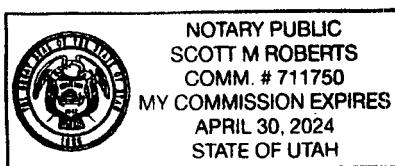


Exhibit A

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

The Expansion Property to be added to the Rockwell Ranch project is located in Utah County, Utah, and is described as follows:

Lots 501 through 548 of the Rockwell Ranch Block 5 Plat, according to the official subdivision plat thereof on file and of record in the Utah County Recorder's Office.

Said subdivision plat was recorded on January 8, 2021, as Entry No. 4656:2021 in the official records of the Utah County Recorder's Office (the "Subdivision Plat").

The "Expansion Property" includes all real property located within the Subdivision Plat.

Block 5 – Phase 1 Plat

Beginning at a point being South 89°53'31" East 1,138.19 feet along section line and South 4,228.72 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 328.27 feet;

thence North 00°56'33" East 56.00 feet;

thence Northeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears North 00°56'33" East and the chord bears North 45°56'33" East 21.21 feet with a central angle of 90°00'00");

thence South 89°03'27" East 56.00 feet;

thence Southeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South 89°03'27" East and the chord bears South 44°03'27" East 21.21 feet with a central angle of 90°00'00");

thence South 89°03'27" East 140.24 feet;

thence Northeasterly 23.50 feet along the arc of a 15.00 foot radius curve to the left (center bears North 00°56'33" East and the chord bears North 46°03'43" East 21.17 feet with a central angle of 89°45'41");

thence North 01°10'52" East 504.52 feet;

thence North 89°22'03" East 56.03 feet;

thence South 01°10'52" West 430.95 feet;

thence North 89°16'08" West 27.89 feet;

thence South 01°14'03" West 495.65 feet;

thence South 43°05'03" West 122.28 feet;

thence Northwesterly 8.42 feet along the arc of a 1,000.00 foot radius curve to the left (center bears South 00°28'58" West and the chord bears North 89°45'31" West 8.42 feet with a central angle of 00°28'58");

thence West 504.46 feet;

thence Northwesterly 23.80 feet along the arc of a 15.00 foot radius curve to the right (center bears North and the chord bears North 44°32'57" West 21.38 feet with a central angle of 90°54'06");

thence North 00°54'06" East 418.77 feet;

thence Northeasterly 23.57 feet along the arc of a 15.00 foot radius curve to the right (center bears South 89°05'54" East and the chord bears North 45°55'19" East 21.22 feet with a central angle of 90°02'28") to the point of beginning.

Contains 310,177 Square Feet or 7.121 Acres and 54 Lots