

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



ENT 55537:2021 PG 1 of 6
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Mar 24 2:53 pm FEE 154.00 BY SM
RECORDED FOR AMERICAN FORK CITY

**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 22
day of ~~February~~, 2021.
March

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 22 day of ~~February~~ March, 2021,
by Grant Lefgren, as authorized member/manager of RWR Property Holdings, LLC, a Utah
limited liability company (the above Declarant).



NOTARY PUBLIC

SEAL:

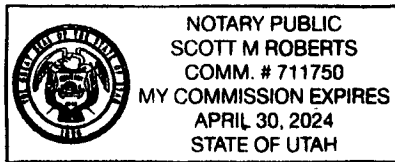


Exhibit A**(Legal Description of Expansion Property being added to the Rockwell Ranch Project)**Rockwell Ranch Block 3 Phase 2

Beginning at a point being South 89°53'31" East 1,368.00 feet along section line and South 3,472.61 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence Southeasterly 40.33 feet along the arc of a 325.00 foot radius curve to the right (center bears South 37°53'22" West and the chord bears South 48°33'19" East 40.31 feet with a central angle of 07°06'38");
 thence South 45°00'00" East 50.68 feet;
 thence Southeasterly 86.33 feet along the arc of a 382.00 foot radius curve to the left (center bears North 45°00'00" East and the chord bears South 51°28'26" East 86.14 feet with a central angle of 12°56'52");
 thence Southeasterly 21.70 feet along the arc of a 15.00 foot radius curve to the right (center bears South 32°03'08" West and the chord bears South 16°30'36" East 19.85 feet with a central angle of 82°52'32");
 thence South 63°29'17" East 56.03 feet;
 thence Southwesterly 49.52 feet along the arc of a 122.00 foot radius curve to the left (center bears South 65°47'59" East and the chord bears South 12°34'17" West 49.18 feet with a central angle of 23°15'28");
 thence South 00°56'33" West 42.05 feet;
 thence South 89°13'44" East 146.35 feet;
 thence South 00°46'16" West 20.00 feet;
 thence North 89°13'44" West 44.54 feet;
 thence Southwesterly 15.64 feet along the arc of a 10.00 foot radius curve to the left (center bears South 00°46'16" West and the chord bears South 45°58'19" West 14.09 feet with a central angle of 89°35'54");
 thence South 01°10'22" West 426.39 feet;
 thence North 89°03'27" West 75.19 feet;
 thence Northwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 00°56'33" East and the chord bears North 44°03'27" West 21.21 feet with a central angle of 90°00'00");
 thence North 89°03'27" West 56.00 feet;
 thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 89°03'27" West and the chord bears South 45°56'33" West 21.21 feet with a central angle of 90°00'00");
 thence North 89°03'27" West 127.33 feet;
 thence Northwesterly 23.55 feet along the arc of a 15.00 foot radius curve to the right (center bears North 00°56'33" East and the chord bears North 44°04'41" West 21.21 feet with a central angle of 89°57'32");
 thence North 00°54'06" East 636.07 feet;
 thence Northeasterly 47.11 feet along the arc of a 122.00 foot radius curve to the right (center bears South 89°05'54" East and the chord bears North 11°57'47" East 46.81 feet with a central angle of 22°07'24");
 thence Northeasterly 27.45 feet along the arc of a 15.00 foot radius curve to the right (center bears South 66°58'31" East and the chord bears North 75°27'26" East 23.78 feet with a central angle of 104°51'53") to the point of beginning.

Contains 177,327 Square Feet or 4.071 Acres and 63 Lots

Rockwell Ranch Block 3 Phase 2 Plat "F" Condominium

Beginning at a point being South 89°53'31" East 1,575.94 feet along section line and South 3,624.45 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence Southeasterly 130.78 feet along the arc of a 382.00 foot radius curve to the left (center bears North 19°36'48" East and the chord bears South 80°11'42" East 130.15 feet with a central angle of 19°36'59");

thence Southeasterly 23.87 feet along the arc of a 15.00 foot radius curve to the right (center bears South 00°00'11" East and the chord bears South 44°24'39" East 21.43 feet with a central angle of 91°11'03");

thence South 01°10'52" West 75.89 feet;

thence North 89°13'44" West 25.63 feet;

thence North 00°46'16" East 13.00 feet;

thence North 89°13'44" West 146.35 feet;

thence North 00°56'33" East 42.05 feet;

thence Northeasterly 49.52 feet along the arc of a 122.00 foot radius curve to the right (center bears South 89°03'27" East and the chord bears North 12°34'17" East 49.18 feet with a central angle of 23°15'28");

thence Northeasterly 22.36 feet along the arc of a 15.00 foot radius curve to the right (center bears South 65°47'59" East and the chord bears North 66°54'25" East 20.35 feet with a central angle of 85°24'46") to the point of beginning.

Contains 14,870 Square Feet or 0.341 Acres

Rockwell Ranch Block 3 Phase 2 Plat "G" Condominium

Beginning at a point being South 89°53'31" East 1,647.36 feet along section line and South 3,743.72 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 89°13'44" East 44.54 feet;

thence North 00°46'16" East 7.00 feet;

thence South 89°13'44" East 25.63 feet;

thence South 01°10'52" West 158.80 feet;

thence North 88°49'38" West 80.03 feet;

thence North 01°10'22" East 141.30 feet;

thence Northeasterly 15.64 feet along the arc of a 10.00 foot radius curve to the right (center bears South 88°49'38" East and the chord bears North 45°58'19" East 14.09 feet with a central angle of 89°35'54") to the point of beginning.

Contains 12,286 Square Feet or 0.282 Acres

Rockwell Ranch Block 3 Phase 2 Plat "H" Condominium

Beginning at a point being South 89°53'31" East 1,634.33 feet along section line and South 3,894.81 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 88°49'38" East 80.03 feet;

thence South 01°10'52" West 140.00 feet;

thence North 88°49'38" West 80.01 feet;

thence North 01°10'22" East 140.00 feet to the point of beginning.

Contains 11,203 Square Feet or 0.257 Acres

Rockwell Ranch Block 3 Phase 2 Plat "J" Condominium

Beginning at a point being South 89°53'31" East 1,631.47 feet along section line and South 4,034.79 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 88°49'38" East 80.01 feet;
thence South 01°10'52" West 129.83 feet;
thence Southwesterly 23.50 feet along the arc of a 15.00 foot radius curve to the right (center bears North 88°49'08" West and the chord bears South 46°03'43" West 21.17 feet with a central angle of 89°45'41");
thence North 89°03'27" West 65.05 feet;
thence North 01°10'22" East 145.09 feet to the point of beginning.

Contains 11,547 Square Feet or 0.265 Acres