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WHEN RECORDED, MAIL TO:

Paxton R. Guymon  
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Salt Lake City, Utah 84121



ENT 60433:2016 PG 1 of 5  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2016 Jul 01 11:01 am FEE 25.00 BY VM  
RECORDED FOR AMERICAN FORK CITY

DECLARATION OF INCLUSION OF PHASE 3

of

SOUTH POINT

(a Planned Community in the City of American Fork, State of Utah)

This Declaration of Inclusion (this "Inclusion") is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by Oakwood Homes of Utah, LLC, referred to herein as "Declarant."

### RECITALS

- A. Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions, and Restrictions of South Point (the "Declaration"). The Declaration was recorded against Phase 1 of the Project with the Utah County Recorder's Office on September 30, 2015, as Entry No. 89463:2015.
- B. Section 2.2 of the Declaration references the Additional Land, outside of Phase 1 of the Project, which the Project can be expanded to include as set forth in Section 4.1 of the Declaration.
- C. Declarant desires to expand the Project to include a portion of the Additional Land, known as South Point Phase 3 (the "Phase 3 Land"). The Phase 3 Land is described in Exhibit "A" hereto. Declarant desires to subject the Phase 3 Land to the terms and provisions of the Declaration, by recording this Inclusion against the Phase 3 Land with the Utah County Recorder's Office.
- D. All capitalized terms herein shall have the same meaning as those set forth in the Declaration unless otherwise stated herein.

### DECLARATION

1. Expansion of Project to Include Phase 3 Land. 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 Phase 3 Land 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 Declaration, 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 Phase 3 Land and all improvements thereon and uses thereof, all for the mutual protection and benefit of the Owners and the Project 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 Phase 3 Land, and shall inure to the benefit of all other Lots in the Project.
2. Membership in the HOA. Each Owner of a Lot in the Phase 3 Land shall be a Member of the South Point Owners Association, Inc. (the "HOA") with all of the rights, duties, benefits and obligations associated with membership in the HOA, as set forth in the Declaration and the other governing documents of the HOA (e.g., the Bylaws of the HOA).
3. Declarant Rights. Notwithstanding the foregoing, no provision of this 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

Declaration: (1) installation and completion of the Project; (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 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 by Declarant as approved by the City; (7) access over, under and through any of the Project, for the installation of improvements; and (8) erection of permanent or temporary signs for use during the selling and marketing of the Project.

4. Use Easements. All of the provisions set forth in Article 19 of the Declaration regarding Use Easements shall apply to the Lots in the Phase 3 Land, except that the schedule of Paired Lots (Benefited Lots and corresponding Burdened Lots) for the Phase 3 Lots is set forth in Exhibit "B" hereto.

5. Recording. This Inclusion shall be recorded in the Utah County Recorder's Office against the Phase 3 Land described in Exhibit "A" hereto.

**DECLARANT:**

Oakwood Homes of Utah, LLC

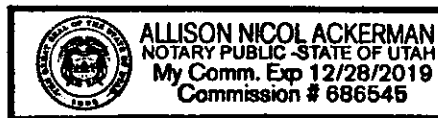
By: [Signature]  
Its: V.P. of Land

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

The foregoing instrument was acknowledged before me this 21 day of June, 2016, by Glen Lent, in his capacity as VP of Land of Oakwood Homes of Utah, LLC.

SEAL:

[Signature]  
Notary Public



**EXHIBIT "A"**  
**(Legal Description)**

This Declaration of Inclusion shall be recorded against the following property located in Utah County, State of Utah:

**BOUNDARY DESCRIPTION**

A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian, the Basis of Bearings is N00°24'14"W between the East Quarter Corner and the Northeast Section Corner of Section 24, said parcel being more particularly described as follow:

Beginning at a point West 1276.46 feet and South 524.53 feet from the East Quarter Corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence S02°22'08"W 419.94 feet; thence N89°51'41"W 369.21 feet; thence N01°04'50"E 64.93 feet to the beginning of a tangent curve to the left, having a radius of 15.00 feet; thence along the arc of said curve a length of 23.81 feet, passing through a central angle of 90°56'30", chord bears N44°23'25"W 21.39 feet; thence N01°36'51"E 52.92 feet to the beginning of a non-tangent curve to the left, having a radius of 15.00 feet; thence along the arc of said curve a length of 23.32 feet, passing through a central angle of 89°03'30", chord bears N45°36'35"E 21.04 feet; thence N01°04'50"E 203.35 feet; thence S88°55'10"E 66.00 feet; thence N01°04'50"E 59.96 feet to the beginning of a tangent curve to the right, having a radius of 15.00 feet; thence along the arc of said curve a length of 23.57 feet, passing through a central angle of 90°03'41", chord bears N46°06'40"E 21.22 feet, thence S88°52'23"E 297.60 feet to the point of beginning.

Containing 3.536 acres, more or less, and 32 building lots.

(\* Note: The above-referenced legal description is intended to include all of the land and lots shown in the plat for South Point Phase 3, including Lots 36 through 67, and all public and private streets depicted therein, according to the official plat thereof on file and of record in the Utah County Recorder's Office, State of Utah).

**EXHIBIT B****(Schedule of Paired Lots - Benefited Lot & Burdened Lot for South Point Phase 3)**

<b>Benefited Lot</b>	<b>Burdened Lot</b>
Lot 36	Lot 37
Lot 39	Lot 38
Lot 41	Lot 42
Lot 44	Lot 43
Lot 51	Lot 52
Lot 52	Lot 53
Lot 56	Lot 55
Lot 55	Lot 54
Lot 63	Lot 62
Lot 60	Lot 61
Lot 57	Lot 58
Lot 58	Lot 29
Lot 50	Lot 49
Lot 49	Lot 48
Lot 45	Lot 46
Lot 46	Lot 47