

WHEN RECORDED, MAIL TO:

Paxton R. Guymon, Esq.  
Miller Guymon, P.C.  
165 South Regent Street  
Salt Lake City, Utah 84111

ENT 75319:2008 PG 1 of 4  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2008 Jul 01 12:20 pm FEE 37.00 BY SS  
RECORDED FOR SARATOGA SPRINGS CITY

JUNE  
~~MAY~~ 5, 2008

**DECLARATION OF INCLUSION OF PHASE 3 OF THE COVE AT JORDAN  
RIVER TOWNHOUSES WITHIN THE DECLARATION OF COVENANTS,  
CONIDTIONS, AND RESTRICTIONS OF THE COVE AT JORDAN RIVER  
TOWNHOUSES**

**(A Planned Unit Development)**

This Declaration of Inclusion is made this \_\_\_\_ day of May, 2008 by The Cove at Jordan River, LLC, a Utah limited liability company, referred to herein as "Declarant."

### RECITALS

A. Declarant is the owner of the following described real property (the "Phase 3 Property") located in Utah County, Utah, and known as The Cove at Jordan River Townhouses, Phase 3:

*See the attached Exhibit "A".*

B. Declarant previously caused to be recorded in the Office of the Utah County Recorder on November 8, 2007 as Entry 159540:2007, that certain Declaration of Covenants, Conditions and Restrictions of The Cove at Jordan River Townhouses (a Planned Unit Development), with respect to Phases 1 and 2 of The Cove at Jordan River Townhouses located in Utah County, Utah (the "CC&R's").

C. Pursuant to the terms of the CC&R's, Declarant is permitted to subject Additional Land which is part of The Cove at Jordan River Townhouses, including the Phase 3 Property, to the terms of the CC&R's.

D. Declarant is now prepared to develop the Phase 3 Property and wishes to subject the Phase 3 Property to the CC&R's by this Declaration of Inclusion.

E. All capitalized terms herein shall have the same meaning as those set forth in the CC&R's unless otherwise stated herein.

### DECLARATION

Declarant hereby declares that all of the real property, Units, improvements, and Common Areas within the Phase 3 Property shall be held, sold, conveyed, encumbered, leased, used, occupied, and approved subject to the protective covenants, conditions, restrictions and equitable servitudes set forth in the CC&R's, 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 Units and Common Areas by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners. The covenants, conditions and restrictions set forth in the CC&R's 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 Units, Common Areas, or improvements, and shall inure to the benefit of all other Units and Common Areas in the Project located on the Property. The covenants, conditions and restrictions set forth in the CC&R's shall be binding upon the Declarant as well as its successors in interest or assigns, and may be enforced by the Declarant or by any Owner.

Notwithstanding the foregoing, no provision of this Declaration of 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 CC&R's: (1) installation and completion of the Project; (2) use of any Unit or Building 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 Declaration of 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, including Buildings and Units, by Declarant as approved by the city; (7) access over, under and through any of the Property, including Units, for the installation of improvements; and (8) erection of permanent or temporary signs for use during the selling and marketing of the Project.

**COVENANTS, CONDITIONS AND RESTRICTIONS**

1. Incorporation of CC&R's. Declarant hereby incorporates the covenants, conditions and restrictions in the CC&R's, as if repeated and fully set forth herein.

2. Phase 3 Property. The Phase 3 Property is identified in the CC&R's as a portion of the "Additional Land," and Declarant hereby subjects the Phase 3 Property to, and the Phase 3 Property shall hereafter be encumbered by, all of the rights, obligations, covenants, conditions, and restrictions set forth in the CC&R's.

Executed on the date stated above.

**DECLARANT:**

THE COVE AT JORDAN RIVER, LLC a Utah limited liability company

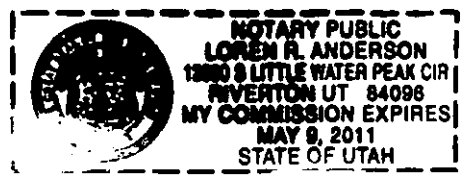
By: [Signature]  
Its: PRESIDENT

STATE OF UTAH )  
: ss.

COUNTY OF ~~UTAH~~ Salt Lake

The foregoing instrument was acknowledged before me this 5 day of June, 2008, by SMITH ROWLAN, as President of The Cove at Jordan River, LLC, a Utah limited liability company.

[SEAL]



[Signature]  
Notary Public

## EXHIBIT "A"

## LEGAL DESCRIPTION OF THE PHASE 3 PROPERTY

PART OF THE NORTHEAST QUARTER OF SECTION 14,  
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND  
MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION  
14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND  
MERIDIAN. RUNNING THENCE NORTH 00°36'52" EAST (NORTH,  
BY RECORD) ALONG THE EAST RIGHT OF WAY LINE OF  
REDWOOD ROAD, 2625.10 FEET; THENCE EAST 65.49 FEET (94.55  
BY RECORD); THENCE NORTH 89°50'01" EAST, 1313.39 FEET;  
THENCE NORTH 89°16'40" EAST, 238.06 FEET TO THE  
SOUTHWEST CORNER OF PHASE 2, THE COVE AT JORDAN  
RIVER; THENCE NORTH 40°18'45" EAST, 70.80 FEET; THENCE  
NORTH 04°41'18" WEST, 21.21 FEET TO THE TRUE POINT OF  
BEGINNING.

AND THENCE NORTH 49°41'20" WEST, 124.11 FEET;  
THENCE NORTH 40°18'40" EAST, 43.00 FEET;  
THENCE NORTH 81°40'08" EAST, 17.32 FEET;  
THENCE NORTH 40°18'45" EAST, 494.80 FEET;  
THENCE NORTH 16°53'31" EAST, 22.89 FEET TO THE  
SOUTH LINE OF PHASE 1 OF THE COVE AT JORDAN RIVER;  
THENCE EAST ALONG THE SOUTH LINE OF SAID  
PHASE 1, 127.98 FEET;

THENCE SOUTH 41°03'53" EAST ALONG THE SOUTH  
LINE OF SAID PHASE 1, 53.73 FEET TO THE WEST RIGHT OF  
WAY LINE OF RIVERSIDE DRIVE AS PLATTED IN PHASE 2 OF  
THE COVE AT JORDAN RIVER;

THENCE ALONG THE WEST RIGHT OF WAY OF  
RIVERSIDE DRIVE IN THE FOLLOWING THREE COURSES:

1. 185.71 FEET ALONG A CURVE TO THE LEFT, WITH A  
RADIUS OF 1234.00 FEET, INCLUDED ANGLE OF 8°37'22" AND A  
LONG CHORD THAT BEARS SOUTH 44°37'26" WEST, 185.54 FEET;
2. SOUTH 40°18'45" WEST, 390.53 FEET;
3. SOUTH 85°18'42" WEST, 21.21 FEET;
4. SOUTH 40°18'48" WEST, 56.00 FEET TO THE  
BEGINNING.

CONTAINING 1.85 ACRES+/-.