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Gary W. Ott
Recorder, Salt Lake County, UT
BARTLETT TITLE INS AGCY
BY: eCASH, DEPUTY - EF 3 P.

WHEN RECORDED, MAIL TO:

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

DECLARATION OF INCLUSION OF LOTS 13, 14, 15, 27, 28, 29

of

HERRIMAN TOWNE CENTER PLAT E – PHASE 1 LOT A AMENDED, A PLANNED UNIT
DEVELOPMENT LOCATED IN HERRIMAN CITY, SALT LAKE COUNTY, STATE OF
UTAH

within

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE
ARBORS AT HERRIMAN TOWNE CENTER

This Declaration of Inclusion is made this 25 day of March, 2013, by Fieldstone Utah Investors, L.L.C., referred to herein as "Declarant."

RECITALS

A. Declarant is the owner of the following described real property (the "Additional Lots") located in Salt Lake County, Utah:

Lots 13, 14, 15, 27, 28, 29 of Herriman Towne Center Plat E – Phase 1 Lot A Amended, a Planned Unit Development located in the West Half of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office, State of Utah

B. Declarant previously caused to be recorded in the Salt Lake County Recorder's Office on 2/1/2012, as Entry 11325124 the Declaration of Covenants, Conditions and Restrictions of The Arbors at Herriman Towne Center (the "CC&R's"). The CC&Rs govern the residential project against which the CC&Rs were recorded.

C. Pursuant to Section 3.3 of the CC&R's, the CC&R's are intended to encumber and govern all of the property within the residential project. In addition, pursuant to the provisions of Sections 4.1 through 4.3 of the CC&Rs, the project may be expanded to include additional property and homes.

D. Declarant is now prepared to construct homes on the Additional Lots described above and to make such Additional Lots part of the project. Thus, Declarant desires to subject the Additional Lots to the CC&R's by recording this Declaration of Inclusion against them.

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, improvements, streets, utilities, residential dwellings (now existing or hereafter constructed or installed) located on or providing access and service to the Additional Lots 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 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 Additional Lots 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 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 Additional Lots, and shall inure to the benefit of all other Units, Lots, and Common Areas and Facilities in the Project.

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 Lot or 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 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 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.

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. Additional Lots. Declarant hereby expands the Project to include the Additional Lots. Accordingly, Declarant hereby subjects the Additional Lots, as well as all improvements, streets, utilities, and residential dwellings (now existing or hereafter constructed or installed) on or providing access or service to the Additional Lots, to the rights, obligations, covenants, conditions, easements, and restrictions set forth in the CC&R's.

Executed on the date stated above.

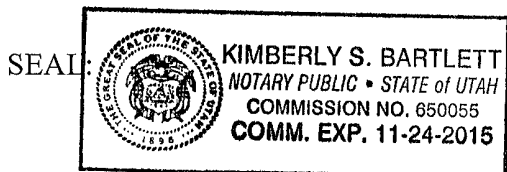
DECLARANT:

Fieldstone Utah Investors, L.L.C.

By: *Troy Eabler*
Its: President

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

The foregoing instrument was acknowledged before me this 25 day of March, 2013, by Troy Eabler, as the Division President of Fieldstone Utah Investors, L.L.C.



Kimberly S. Bartlett
Notary Public