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**RASHELLE HOBBS**  
RECORDER, SALT LAKE COUNTY, UTAH  
PAXTON R GUYMON  
6405 S 3000 E STE 150  
SALT LAKE CITY UT 84121  
BY: TCA, DEPUTY - WI 6 P.

WHEN RECORDED, MAIL TO:

Paxton R. Guymon, Esq.  
**YORK HOWELL & GUYMON**  
6405 South 3000 East, Suite 150  
Salt Lake City, 84121

**DECLARATION OF INCLUSION OF PHASE 2  
(INCLUDING LOTS 201 THROUGH 250)**

of

**AUTUMN SKY TOWNHOMES**

(a Townhome Community located in Herriman City, Utah)

This Declaration of Inclusion is made this 1<sup>st</sup> day of July, 2020, by Autumn Sky Townhomes, LLC, referred to herein as "Declarant."

### **RECITALS**

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

*All land and improvements located in Phase 2 of Autumn Sky Townhomes,  
including Lots 201 through 250,  
according to the official plat thereof  
on file and of record in the Salt Lake County Recorder's Office, State of Utah*

B. Phase 1 of the Autumn Sky Townhome community is encumbered and governed by the Declaration of Covenants, Conditions, Easements and Restriction of Autumn Sky Townhomes recorded in Salt Lake County on January 16, 2018, as Entry No. 12697855 (the "CC&Rs").

C. Pursuant to the CC&Rs, the CC&Rs are intended to encumber and govern all of the property within the residential project. In addition, pursuant to the CC&Rs, the project may be expanded to include additional property, Lots and Units.

D. Declarant is now prepared to construct Units 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&Rs 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&Rs 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&Rs, 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&Rs 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&Rs: (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&Rs. Declarant hereby incorporates the covenants, conditions and restrictions in the CC&Rs, as if repeated and fully set forth herein.

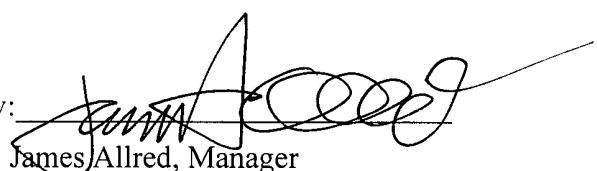
2. Additional Lots. Declarant hereby expands the Project to include the Additional Lots. Accordingly, Declarant hereby subjects the Additional Lots, as well as all improvements, streets, utilities, and residential dwellings (now existing or hereafter constructed or installed) on or providing access or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

3. Association. Each Owner of one of the Additional Lots (i.e., a Lot in Phase 2) 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 CC&Rs and the other governing documents of the Association (e.g., the Bylaws).

Executed on the date stated above.

**DECLARANT:**  
**Autumn Sky Townhomes, LLC**

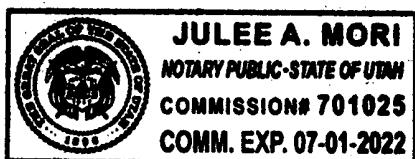
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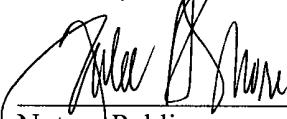
  
James Allred, Manager

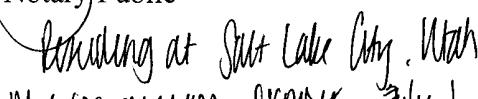
STATE OF UTAH )  
: ss.  
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 18 day of July,  
2020, by James Allred as the Manager of Autumn Sky Townhomes, LLC.

SEAL:



  
\_\_\_\_\_  
Notary Public

  
\_\_\_\_\_  
Handwriting at Salt Lake City, Utah  
My commission expires July 1, 2022

**EXHIBIT "A"**  
**Legal Description**

This instrument shall be recorded against all of Phase 2 of the Autumn Sky Townhome community located in Salt Lake County, Utah.

**Autumn Sky Townhomes Phase 2**

Beginning at a point being South 89°52'44" East 1,437.98 feet along the section line and North 2,709.06 feet from the Southwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, (said Southwest Corner of Section 25 being South 00°04'36" West 5,289.65 feet from the Northwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian); and running

thence South 25°12'41" West 5.58 feet;

thence South 39°33'15" West 68.75 feet;

thence Southwesterly 40.69 feet along the arc of a 50.00 foot radius curve to the right (center bears North 50°26'45" West and the chord bears South 62°51'55" West 39.57 feet with a central angle of 46°37'18");

thence South 86°10'34" West 211.29 feet;

thence South 77°36'41" West 131.94 feet;

thence North 88°56'39" West 76.38 feet;

thence North 72°04'04" West 88.24 feet;

thence North 63°03'51" West 113.09 feet;

thence North 44°55'04" East 711.60 feet;

thence Southeasterly 23.64 feet along the arc of a 375.00 foot radius curve to the left (center bears North 03°31'45" East and the chord bears South 88°16'35" East 23.63 feet with a central angle of 03°36'41");

thence North 89°55'04" East 13.62 feet;

thence Southeasterly 17.47 feet along the arc of a 23.00 foot radius curve to the right (center bears South 46°24'59" West and the chord bears South 21°49'09" East 17.06 feet with a central angle of 43°31'44");

thence South 02°36'31" West 5.01 feet;

thence South 00°13'54" West 18.18 feet;

thence Southwesterly 62.43 feet along the arc of a 80.00 foot radius curve to the right (center bears North 89°46'06" West and the chord bears South 22°35'18" West 60.86 feet with a central angle of 44°42'49");

thence South 42°42'13" East 40.03 feet;

thence Northeasterly 26.81 feet along the arc of a 22.00 foot radius curve to the right (center bears South 45°03'17" East and the chord bears North 79°51'40" East 25.18 feet with a central angle of 69°49'54");

thence South 65°13'23" East 1.74 feet;

thence Southeasterly 33.40 feet along the arc of a 128.50 foot radius curve to the left (center bears North 24°46'37" East and the chord bears South 72°40'07" East 33.30 feet with a central angle of 14°53'29");

thence South 00°03'17" East 71.44 feet;  
thence South 44°56'43" West 76.78 feet;  
thence South 33°24'47" East 102.43 feet;  
thence South 23°25'15" East 40.62 feet;  
thence South 33°24'47" East 101.97 feet to the point of beginning.

Contains 207,305 Square Feet or 4.759 Acres and 50 Units