

85/7  
1  
Lots 63, 64 + 136 thru 196  
Fox Hollow Phase 3  
12-446-0063, 0064 +  
0136 thru 0196

E 1679408 B 2859 P 1178  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2001 AUG 3 9:41 AM FEE 85.00 DEP DJW  
REC'D FOR BONNEVILLE TITLE COMPANY, INC

**JULY 30, 2001**

**DECLARATION OF INCLUSION OF PHASE 3 OF THE FOX HOLLOW  
DEVELOPMENT WITHIN THE DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR FOX HOLLOW  
DEVELOPMENT, DAVIS COUNTY, UTAH**

This Declaration of Inclusion is made this 31<sup>st</sup> day of July, 2001, by Fieldstone Partners, L.L.C., a Utah Limited Liability Company ("Fieldstone") and Utility Trailer Manufacturing Company ("Utility Trailer"), collectively referred to below as "Declarant".

**RECITALS**

A. Pursuant to a written purchase contract with Utility Trailer dated August 3, 1999, Fieldstone has the contractual rights to purchase the following described real property (the "Phase 3 Property") located in Davis County, Utah, and known as Fox Hollow Development, Phase 2:

See the attached Exhibit "A"

B. The Declarant previously caused to be recorded in the Office of the County Recorder for Davis County on November 29, 2000, at Entry No. 1626504, Book No. 2720 and Page Nos. 28-53, that certain Declaration of Covenants, Conditions and Restrictions for Fox Hollow Development Davis County, Utah, with respect to Phase 1 of the Fox Hollow Development located in Davis County, Utah (the "CC&R's").

C. Pursuant to the terms of the CC&R's, the Declarant is permitted to subject Additional Property which is part of the Fox Hollow Development, including the Phase 3 Property, to the terms of the CC&R's. (In the CC&R's the Phase 3 Property is referred to as the Fox Hollow Development Phase 3.)

D. The Declarant caused to be recorded in the office of the County Recorder for Davis County on March 29, 2001, at Entry No. 1649894, Book No. 2776, and Page Nos. 757-

762, that certain Declaration of Inclusion of Phase 2 of the Fox Hollow Development within the Declaration of Covenants, Conditions and Restrictions for Fox Hollow Development, Davis County, Utah.

E. 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.

F. 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 Lots 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 servitude set forth in the CC&R's, all of which are created for the mutual benefit of the Owners. 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 Lots 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 interests in the Lots, and shall inure to the benefit of all other Lots in the Subdivision to be located on the Entire Property. The covenants, conditions and restrictions

set forth in the CC&R's shall be binding upon the Declarant as well as its successors and interest, and may be enforced by the Declarant or by any Owner.

Notwithstanding the foregoing, no provision of this Declaration 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 Subdivision Improvements; (2) use of any Lot 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 in whole or in part, to one or more persons intending to construct homes within the Subdivision; (5) retention of Declarant's rights with respect to subsequent phases of the Subdivision; (6) construction of any improvements, including homes, by Declarant as approved by the City; (7) access over any lot 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 set forth in the CC&R's as if repeated and fully set forth herein.
2. Identification of Property. The Phase 3 Property is identified in the CC&R's as a portion of the "Additional Property" and it is the intent of the Declarant to subject the Phase 3 Property to all of the rights, obligations, covenants, conditions and restrictions set forth in the

CC&R's as if the Phasc 3 Property was originally subject to the CC&R's at the time of its recording.

Executed on the date stated above.

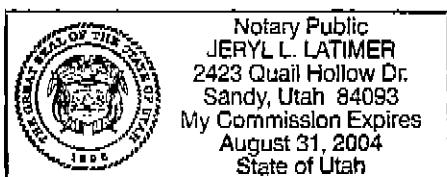
FIELDSTONE PARTNERS, L.L.C., A UTAH  
LIMITED LIABILITY COMPANY

By: Its Managing Member, Fieldstone Homes, Inc., a Utah corporation

By: Mike Stewart  
Mike Stewart  
Division President of Fieldstone Homes, Inc.

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

The foregoing instrument was acknowledged before me Mike Stewart, Regional Manager of Fieldstone Homes, Inc., a Utah corporation and managing member of Fieldstone Partners, L.L.C.



Will Lehmer  
NOTARY PUBLIC  
UTILITY TRAILER MANUFACTURING  
COMPANY

STATE OF CALIFORNIA )  
COUNTY OF )  
ss.

The foregoing instrument was acknowledged before me of Utility Trailer Manufacturing Company.

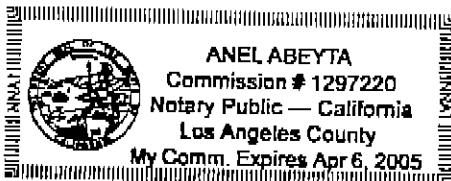
NOTARY PUBLIC

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

} ss.

On July 31, 2001, before me, Anel Abeytia  
Date Name and Title of Officer (e.g. Jane Doe Notary Public)personally appeared Harold C Bennett  
Name(s) of Signer(s) personally known to me proved to me on the basis of satisfactory  
evidenceto be the person(s) whose name(s) is/are  
subscribed to the within instrument and  
acknowledged to me that he/she/they executed  
the same in his/her/their authorized  
capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s)  
acted, executed the instrument.

Place Notary Seal Above

**OPTIONAL**Though the information below is not required by law, it may prove valuable to persons relying on the document  
and could prevent fraudulent removal and reattachment of this form to another document**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Exhibit "A"

E 1679408 S 2859 P 1184

**FOX HOLLOW PHASE 3-LEGAL DESCRIPTION**

Beginning at a point 937.50 feet North 00°09'46" East along the Section line and South 89°50'14" East, 436.67 feet from the Center of Section 13, Township 4 North, Range 2 West, Salt Lake Base and Meridian and running thence, to a point on a 480.00 foot radius curve to the left, thence along the arc of said curve 92.47 feet (chord bears North 09°21'07" East 92.33 feet) to a point on a 10.50 foot radius curve to the right, thence along the arc of said curve 15.83 feet (chord bears North 47°01'57" East 14.38 feet); thence North 01°07'04" East, 60.01 feet to a point on a 10.50 foot radius curve to the right, thence along the arc of said curve 16.48 feet (chord bears North 44°47'28" West 14.84 feet); thence North 00°11'08" East, 244.61 feet; thence South 89°46'04" East, 110.00 feet; thence North 00°11'08" East 183.73 feet; thence South 89°46'04" East 110.00 feet; thence South 88°30'10" East 60.02 feet; thence South 89°46'04" East 110.00 feet; thence North 00°11'08" East 71.50 feet; thence South 89°46'04" East 99.51 feet to a point on a 10.50 foot radius curve to the right, thence along the arc of said curve 16.48 feet (chord bears South 44°47'28" East 14.84 feet); thence South 89°45'05" East 60.00 feet; thence South 00°11'08" West 99.49 feet; thence South 89°46'04" East 195.00 feet; thence North 82°07'28" East 108.49 feet; thence North 55°14'24" East 48.70 feet; thence South 34°45'36" East 274.63 feet; thence South 00°00'00" East 53.40 feet; thence North 90°00'00" East 37.06 feet; thence South 34°45'36" East 193.45 feet; thence South 07°01'45" West 64.48 feet; thence South 00°11'08" West 102.49 feet; thence North 89°46'04" West 1215.68 feet more or less to the Point of Beginning.

Said Parcel contains: 635,964 square feet (14.57 acres)