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MIDVALE, UTAH 84047
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Fieldstone Homes, Utah LLC

Ent: 294724 - Pg 1 of 4
Date: 10/3/2007 3:14 PM
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Filed By: JOT
CALLEN B PESHELL, Recorder
Tooele County Corporation
For: FIELDSTONE HOMES UTAH LLC

E: 294724

September 20, 2007

**DECLARATION OF INCLUSION OF PHASE 2B
OF THE COPPER CANYON P.U.D. WITHIN
THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR COPPER CANYON P.U.D. SUBDIVISION
TOOELE COUNTY, UTAH**

DECLARATION OF INCLUSION

This Declaration of Inclusion is made this 20th day of September 2007, by Fieldstone Homes Utah, L.L.C., a Utah Limited Liability Company ("Fieldstone"), sometimes referred to herein as "Declarant".

RECITALS

A. Fieldstone is the owner of the following described real property located in Tooele County, Utah, known as Copper Canyon P.U.D. Phase 2B (the "New Property"):

See the property description attached hereto as Exhibit "A"

B. The Declarant previously caused to be recorded in the Office of the County Recorder for Tooele County on August 17, 2007, as Entry No. 291588, that certain Declaration of Covenants, Conditions and Restrictions for Copper Canyon P.U.D. Subdivision, Tooele, Utah (the "Declaration of CC&Rs"), with respect to the "Initial Property" as defined in the Declaration of CC&Rs.

C. Pursuant to the terms of the Declaration of CC&Rs, the Declarant is permitted to subject additional property to the terms and provisions of the Declaration of CC&Rs.

D. Declarant is now prepared to develop the New Property and desires to subject the New Property to all of the terms and provisions of the Declaration of CC&Rs.

E. All capitalized terms herein shall have the same meaning as those set forth in the Declaration of CC&Rs unless otherwise stated herein.

DECLARATION

Declarant hereby declares that all of the New Property described in Exhibit "A" hereto shall be, and is hereby made, subject to and encumbered by all of the terms and provisions of the Declaration of CC&Rs. Accordingly, all of the New Property shall hereafter be held, sold, conveyed, encumbered, leased, used, occupied and approved subject to the covenants, conditions, restrictions and equitable servitude set forth in the Declaration of CC&Rs. The New Property is part of the "Additional Property" described in the Declaration of CC&Rs.

It is the intention of Declarant in making the New Property subject to the terms and provisions of the Declaration of CC&Rs to protect and enhance the property values and aesthetic values of the New Property 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 Declaration of 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 interests in the New Property, and shall inure to the benefit of all other Lots in the subdivision to be located in the Entire Property.

Notwithstanding the foregoing, no provision of the Declaration of CC&Rs 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. In addition, Declarant reserves the right to subject additional property to the terms of the Declaration of CC&Rs in the future.

Executed on the date stated above.

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

By: 

Samuel A. Drown, Assistant Secretary

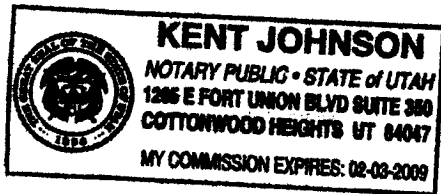
STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me by Samuel A. Drown, Assistant Secretary of Fieldstone Homes Utah, L.L.C., a Utah limited liability company.

SEAL:




NOTARY PUBLIC

EXHIBIT "A"

(Legal Description of New Property)

LOTS 2037 THROUGH 2123 OF PHASE 2B
COPPER CANYON P.U.D.
TOOELE, UTAH