

WHEN RECORDED, RETURN TO:

Design Build Contractors, Inc  
Attn: Ken Cordner  
520 S. 850 E., Suite A300  
Lehi, Utah 84043



ENT 90309:2022 PG 1 of 5  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2022 Aug 12 2:32 pm FEE 40.00 BY KR  
RECORDED FOR WHITE HORSE DEVELOPERS

**DECLARATION OF INCLUSION**  
**AND NOTICE OF REINVESTMENT FEE COVENANT**

*(Lakeshore Landing; American Fork City, Utah County)*

This *Declaration of Inclusion* is made effective as of the date set forth on the signature page hereof by Design Build Contractors, Inc (“**Declarant**”).

**RECITALS**

A. Declarant (or its affiliate or predecessor in interest) has previously executed a *Master Declaration of Covenants, Conditions and Restrictions of Lakeshore Landing* (the “**Master Declaration**”). The Master Declaration was recorded in the real property records of Utah County, Utah, on July 8, 2021, as Entry No. 121179:2021, against the real property identified in the Master Declaration.

B. In accordance with Article XVIII of the Master Declaration, the Property included in the Lakeshore Landing development (the “**Project**”) may be expanded, and Declarant has the absolute right and option, but not the obligation, to expand the Project by making all or a portion of the “Additional Land” therein defined part of the Project and subject to the Master Declaration.

C. Pursuant to Article XVIII of the Master Declaration, the Project can be expanded to include additional land by recording a Supplemental Declaration (or Declaration of Inclusion) against such additional land, and recording the same with the Utah County Recorder’s Office against such additional land.

D. This Declaration of Inclusion is intended to comply with Article VIII of the Master Declaration to expand the Lakeshore Landing development to include the real property described in Exhibit A hereto (the “**Expansion Property**”); and to subject such real property to all the terms, conditions, and restrictions of the Master Declaration.

E. Unless otherwise indicated, capitalized terms used herein shall have the meanings provided in the Master Declaration.

NOW THEREFORE, Declarant adopts the following covenants, conditions, and restrictions with respect to the Expansion Property:

1. Expansion of Project. Declarant hereby declares that all of the Expansion Property described in Exhibit A hereto shall be included within the Project and 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 Master Declaration, all of which are created for the benefit of the Owners and the Project as a whole. The covenants, conditions, and restrictions set forth in the Master Declaration are intended to, and shall in all cases, run with title to the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Expansion Property, and shall inure to the benefit of all other Lots and Dwelling Units within the Project.

2. Membership in the Master Association. Each Owner of a Lot or Dwelling Unit in the Expansion Property shall be a member of the Master Association, with all of the rights, duties, benefits, and obligations associated with membership in the Master Association as set forth in the Master Declaration, the Master Association's Bylaws, and the Master Association's other governing documents.

3. Reinvestment Fee. All Dwelling Units in the Expansion Property are subject to a reinvestment fee requirement (payment obligation) as described in Section 7.14 of the Master Declaration. As set forth in Section 7.14 of the Master Declaration, the initial amount of the reinvestment fee to be paid to the Master Association is \$150.00 as the same may be adjusted.

4. Declarant's Rights. Notwithstanding the foregoing, no provision of this Declaration of Inclusion shall prevent 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 elsewhere described in the Master Declaration: (1) installing and completing the Project; (2) using any Lot or residential unit owned by the Declarant as a model home or for the placement of a temporary construction or sales office; (3) installing and maintaining signs incidental to sales or construction which are in compliance with applicable ordinances; (4) assigning Declarant's rights under the Master Declaration and this Declaration of Inclusion in whole or in part, to one or more persons intending to construct the Project or any portion thereof; (5) retaining Declarant's rights with respect to subsequent phases of the Project; (6) constructing any improvements as approved by the municipality or other governmental entity with appropriate jurisdiction; (7) enjoying access over, under, and through any portion of the Project for the installation of utilities or any other improvements; and (8) erecting permanent or temporary signs for use during the selling and marketing of the Project.

5. Recording. This Declaration of Inclusion shall be recorded in the real property records of Utah County against the Expansion Property described in Exhibit A hereto.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Inclusion this 12 day of Aug, 2022.

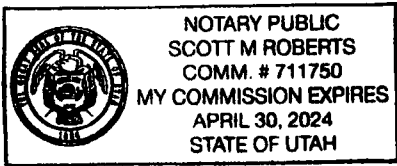
Design Build Contractors, Inc

By: [Signature]  
Name: Ken Cordner  
Title: Vp

STATE OF UTAH                    )  
  : ss.  
COUNTY OF UTAH                )

The foregoing instrument was acknowledged to me this 12 day of August, 2022, by Ken Cordner, in his capacity as Vice President of Design Build Contractors, Inc.

SEAL: [Signature]  
NOTARY PUBLIC



**Exhibit A****(Legal Description of Expansion Property being added to the Lakeshore Landing Project)****Rockwell Ranch Block 8 Plat**

Beginning at a point being North 89°59'22" East 1,811.54 feet along section line and South 46.75 feet from the West Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running thence Northwesterly 23.61 feet along the arc of a 15.00 foot radius curve to the right (center bears North 00°35'46" East and the chord bears North 44°18'37" West 21.24 feet with a central angle of 90°11'14"); thence North 00°11'49" West 54.12 feet; thence East 327.71 feet; thence South 01°17'45" West 72.64 feet; thence North 89°23'31" West 311.06 feet to the point of beginning.

Contains 23,119 Square Feet or 0.531 Acres

