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ENT 122757:2004 PG 1 of 7
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Oct 29 11:34 am FEE 125.00 BY SDM
RECORDED FOR SPANISH FORK CITY CORPORATI

OCTOBER 20, 2004

**DECLARATION OF INCLUSION OF PHASE TWO (PLAT B) OF THE SPANISH
FIELDS DEVELOPMENT WITHIN THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR SPANISH FIELDS DEVELOPMENT,
UTAH COUNTY, UTAH**

This Declaration of Inclusion is made this 20th day of October, 2004, by Fieldstone Homes Utah L.L.C f/k/a Fieldstone Partners, L.L.C., a Utah Limited Liability Company ("Fieldstone") referred to herein as "Declarant".

RECITALS

A. Fieldstone is the owner of the following described real property (the "Plat B Property") located in Utah County, Utah, and known as Spanish Fields Development Phase Two (Plat B): See the attached Exhibit " A "

B. The Declarant previously caused to be recorded in the Office of the County Recorder for Utah County on September 9, 2004 at Entry No. 103518:2004 that certain Declaration of Covenants, Conditions and Restrictions for Spanish Fields Development Utah County, Utah, with respect to The Villages at Spanish Fields Plat of the Spanish Fields Development located in Utah 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 Spanish Fields Development, including the Phase Two (Plat B) Property, to the terms of the CC&R's.

D. Declarant is now prepared to develop the Phase Two (Plat B) Property and wishes to subject the Phase Two (Plat B) Property to the CC&R's by this Declaration of Inclusion.

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 Lots within the Phase Two (Plat B) 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.

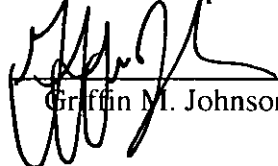
COVENANTS. CONDITIONS AND RESTRICTIONS

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 Two (Plat B) Property are 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 Two (Plat B) Property to all of the rights, obligations, covenants, conditions and restrictions set forth in the CC&R's as if the Phase Two (Plat B) Property were originally subject to the CC&R's at the time of its recording.

Executed on the date stated above.

FIELDSTONE HOMES UTAH L.L.C.,
f/k/a FIELDSTONE PARTNERS, L.L.C.,
A UTAH LIMITED LIABILITY COMPANY

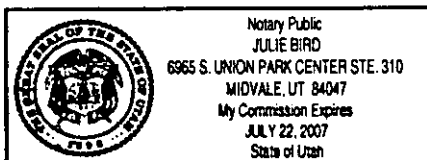
By: Its Managing Member, Fieldstone Communities,
Inc, a California corporation

By: 
Griffin M. Johnson, Assistant Secretary

STATE OF UTAH)

: SS.
COUNTY OF ~~UTAH~~ *Salt Lake*

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



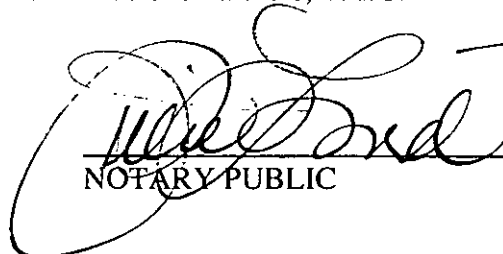

NOTARY PUBLIC

Exhibit A

1 of 3

**LEGAL DESCRIPTION
PREPARED FOR
FIELDSTONE HOMES
SPANISH FIELDS PROJECT
(September 27, 2004)**

PROPOSED PLAT "B"

A portion of the NW1/4 and the SW1/4 of Section 24, and the NW1/4 of Section 25, Township 8 South, Range 2 East, Salt Lake Base & Meridian, located in Spanish Fork, Utah, more particularly described as follows:

Beginning at a point located N1°09'23"E along the Section line 128.85 feet and East 502.13 feet from the West ¼ Corner of Section 24, T8S, R2E, S.L.B.& M.; thence S89°23'47"E 246.00 feet; thence S0°23'55"W 114.00 feet; thence S18°03'57"E 63.16 feet; thence S0°23'55"W 1,214.58 feet; thence N89°36'05"W 35.00 feet; thence S0°23'55"W 110.00 feet; thence S27°32'19"E 74.71 feet; thence S0°23'55"W 291.25 feet; thence S14°07'54"E 74.49 feet; thence S27°06'30"E 79.11 feet; thence S37°42'10"E 68.60 feet; thence S48°07'40"E 100.00 feet; thence S41°52'20"W 11.84 feet; thence S48°07'40"E 120.00 feet; thence S38°39'55"E 60.83 feet; thence S48°07'40"E 220.00 feet; thence N41°52'20"E 63.34 feet; thence S48°07'40"E 259.08 feet; thence N48°54'00"E 162.48 feet; thence S2°13'08"W 401.37 feet; thence S58°33'27"W 82.72 feet; thence N62°00'00"W 102.89 feet; thence West 165.00 feet; thence South 121.56 feet; thence S48°49'38"W 6.84 feet; thence N58°58'41"W 366.20 feet; thence N50°10'09"W 189.22 feet; thence N46°50'17"W 207.66 feet; thence N51°59'55"W 18.12 feet; thence N2°13'09"E 115.95 feet; thence N80°18'08"W 467.17 feet; thence S79°16'14"W 121.23 feet; thence N4°08'29"E 189.50 feet; thence N18°02'11"W 63.24 feet; thence N0°23'55"E 220.00 feet; thence N2°27'50"W 60.08 feet; thence N0°23'55"E 110.00 feet; thence S89°36'05"E 490.00 feet; thence N0°23'55"E 110.00 feet; thence N26°09'53"W 73.79 feet; thence N0°23'55"E 500.00 feet; thence N7°03'11"E 60.41 feet; thence N0°23'55"E 208.95 feet; thence N6°10'33"W 61.11 feet; thence N0°23'55"E 493.67 feet; thence N18°48'10"E 63.33 feet; thence N0°23'55"E 115.96 feet to the point of beginning.

Contains: 31.95+/- acres

