



WHEN RECORDED, RETURN TO:

Keystone Construction
Attn: Grant Lefgren
520 S. 850 E., Suite A300
Lehi, Utah 84043

ENT 43916:2022 PG 1 of 4
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Apr 08 12:00 pm FEE 76.00 BY CS
RECORDED FOR KEYSTONE CONSTRUCTION

DECLARATION OF INCLUSION
AND NOTICE OF REINVESTMENT FEE COVENANT

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

This *Declaration of Inclusion* is made effective as of the date set forth on the signature page hereof by LSL PROPERTY HOLDINGS, LLC (“**Declarant**”).

RECITALS

A. Declarant (or its affiliate or predecessor in interest) has previously executed a *Declaration of Covenants, Conditions and Restrictions for Lakeshore Landing Townhomes* (the “**Townhome CC&Rs**”). The Townhome CC&Rs were recorded in the real property records of Utah County, Utah, on July 8, 2021, as Entry No. 121180:2021, and FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKESHORE LANDING TOWNHOMES as Entry No. 43915; 2022 on APRIL 8, 2022 against the real property identified in the Townhome CC&Rs.

B. In accordance with Section 27 of the Townhome CC&Rs, the Property included in the Townhome Project (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 Townhome CC&Rs.

C. Pursuant to Section 27 of the Townhome CC&Rs, 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 the provisions of Section 27.2 of the Townhome CC&Rs to expand the Townhome Project 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 Townhome CC&Rs.

E. Unless otherwise indicated, capitalized terms used herein shall have the meanings provided in the Townhome CC&Rs.

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 Townhome CC&Rs, 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 Townhome CC&Rs 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 Townhome Project.

2. Membership in the Townhome Association. Each Owner of a Unit in the Expansion Property shall be a member of the Townhome Association, with all of the rights, duties, benefits, and obligations associated with membership in the Townhome Association as set forth in the Townhome CC&Rs, the Townhome Association's Bylaws, and the Townhome Association's other governing documents.

3. Reinvestment Fee. All Units in the Expansion Property are subject to a reinvestment fee requirement (payment obligation) as described in Section 19.5 of the Townhome CC&Rs. As set forth in Section 19.5 of the Townhome CC&Rs, the initial amount of the reinvestment fee to be paid to the Townhome Association is \$600.00 as the same may be adjusted (in addition to the Reinvestment Fee to be paid to the Master Association under the Master Declaration).

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 Townhome CC&Rs: (1) installing and completing the Project; (2) using any 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 Townhome CC&Rs 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 1 day of APRIL, 2022.

LSL PROPERTY HOLDINGS, LLC,
a Utah limited liability company

By: [Signature]
Name: JACOB M HORAN
Title: MEMBER

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged to me this 1 day of April, 2022, by Jacob M Horan, in his capacity as member of LSL PROPERTY HOLDINGS, LLC, a Utah limited liability company.

SEAL:

[Signature]
NOTARY PUBLIC

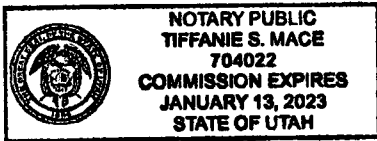


Exhibit A**(Legal Description of Expansion Property being added to the Lakeshore Landing Project)****AF Crossings Plat F2**

BEGINNING AT A POINT LOCATED S89°52'20"W 829.81 FEET AND SOUTH 674.59 FEET FROM THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 65°08'00" EAST 255.45 FEET; THENCE SOUTH 07°39'41" WEST 196.12 FEET; THENCE ALONG THE ARC OF A 68.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 13.54 FEET (CURVE HAVING A CENTRAL ANGLE OF 11°24'19" AND LONG CHORD BEARS S70°50'10"E 13.51 FEET); THENCE SOUTH 65°08'00" EAST 65.01 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.56 FEET (CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND LONG CHORD BEARS S20°08'00"E 21.21 FEET); THENCE SOUTH 24°52'00" WEST 55.72 FEET; THENCE ALONG THE ARC OF A 307.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 133.94 FEET (CURVE HAVING A CENTRAL ANGLE OF 24°59'53" AND LONG CHORD BEARS S12°22'03"W 132.88 FEET); THENCE SOUTH 00°07'53" EAST 385.59 FEET; THENCE ALONG THE ARC OF A 132.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 33.20 FEET (CURVE HAVING A CENTRAL ANGLE OF 14°24'30" AND LONG CHORD BEARS S07°20'09"E 33.11 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 10.34 FEET (CURVE HAVING A CENTRAL ANGLE OF 39°30'27" AND LONG CHORD BEARS S05°12'50"W 10.14 FEET); THENCE ALONG THE ARC OF A 63.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 102.79 FEET (CURVE HAVING A CENTRAL ANGLE OF 93°28'58" AND LONG CHORD BEARS S21°46'26"E 91.76 FEET); THENCE SOUTH 21°29'05" WEST 107.47 FEET; THENCE NORTH 88°26'55" WEST 73.23 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 38.54 FEET (CURVE HAVING A CENTRAL ANGLE OF 88°19'02" AND LONG CHORD BEARS N44°17'24"W 34.83 FEET); THENCE NORTH 00°07'53" WEST 694.85 FEET; THENCE ALONG THE ARC OF A 444.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 171.83 FEET (CURVE HAVING A CENTRAL ANGLE OF 22°10'27" AND LONG CHORD BEARS N11°13'07"W 170.76 FEET); THENCE NORTH 22°18'20" WEST 210.72 FEET; THENCE ALONG THE ARC OF 356.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 66.33 FEET (CURVE HAVING A CENTRAL ANGLE OF 10°40'34" AND LONG CHORD BEARS N16°58'03"W 66.24 FEET) TO THE POINT OF BEGINNING. AREA = 130,143 SF OR 2.99 ACRES BASIS OF BEARING IS NORTH 89°52'20" EAST ALONG SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE AND MERIDIAN, TO THE NORTHEAST CORNER OF SAID SECTION 27. (NAD 83) NUMBER OF LOTS 28