

WHEN RECORDED, MAIL TO:

Eagle12, LLC

c/o Ali Rafati

2479 Field Rose Drive
Salt Lake City, UT 84121

DECLARATION OF INCLUSION AND CERTIFICATE OF AMENDMENT

of

PLAT 2 OF SUNSET RIDGE

(a Residential Subdivision in Eagle Mountain City, Utah County, State of Utah)

This Declaration of Inclusion and Certificate of Amendment (this "Certificate") is made this 7 day of October, 2015, by Eagle12, LLC, a Utah limited liability company, referred to herein as "Declarant."

RECITALS

A. Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Sunset Ridge (the "Declaration"). The Declaration was recorded against Phase 1 of the subject project with the Utah County Recorder's Office January 21, 2014, as Entry No. 3874:2014.

B. Section 5.3 of the Declaration provides that Declarant may expand the project to include additional land and additional lots by recording a Certificate of Amendment subjecting the additional land/lots to the terms and provisions of the Declaration.

C. Declarant is the owner of the land included in Sunset Ridge - Phase "A" Plat "2" (herein referred to as the "Additional Land" or "Plat 2"), which is described as follows:

All land and improvements located in Sunset Ridge - Phase A Plat 2, including Lots 201 through 221, according to the official plat thereof on file and of record in the Utah County Recorder's Office, State of Utah

The Additional Land is also described as follows:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°15'07"E ALONG THE SECTION LINE 714.89 FEET FROM THE NORTH ¼ CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S89°15'07"E ALONG SAID SECTION LINE 490.77 FEET; THENCE S1°38'23"W 755.16 FEET; THENCE S67°53'30"W 229.55 FEET; THENCE S22°06'30"E 29.66 FEET; THENCE S67°53'30"W 101.03 FEET; THENCE N22°06'30"W 373.44 FEET; THENCE N0°00'00"E 411.72 FEET; THENCE N89°15'07"W 33.47 FEET; THENCE N0°00'00"E 155.01 FEET; TO THE POINT OF BEGINNING.

CONTAINS: +/- 8.29 ACRES

D. Declarant desires to expand the project to include the Additional Land, and to subject the Additional Land to the terms and provisions of the Declaration, by recording this Certificate against the Additional Land with the Utah County Recorder's Office. After recording this Certificate against the Additional Land, the project shall consist of all of the lots, land and improvements included in Phase 1 (or Plat 1) of the Sunset Ridge project as well as all of the lots, land and improvements included in the Additional Land (or Plat 2) described in Recital "C" above.

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

DECLARATION OF INCLUSION AND CERTIFICATE OF AMENDMENT

Declarant hereby declares that all of the real property, improvements, streets, utilities, residential dwellings (now existing or hereafter constructed or installed) located on or providing access and service to the Additional Land 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 Declaration, as well as the additional covenants set forth below, all of which are created for the benefit of the Owners and the Project as a whole. 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 Additional Land and all improvements thereon and uses thereof, all for the mutual protection and benefit of the Owners and the Project as a whole. The covenants, conditions and restrictions set forth in the Declaration 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 interest in the Additional Land, and shall inure to the benefit of all other Lots in the Project.

Notwithstanding the foregoing, no provision of this Certificate 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 Declaration: (1) installation and completion of the Project; (2) use of any Lot or residential unit 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 Instrument in whole or in part, to one or more persons intending to construct the Project or a portion thereof; (5) retention of Declarant's rights with respect to subsequent phases of the Project; (6) construction of any improvements by Declarant as approved by the City; (7) access over, under and through any of the Project, for the installation of improvements; and (8) erection of permanent or temporary signs for use during the selling and marketing of the Project.

ADDITIONAL COVENANTS APPLICABLE TO ALL ADDITIONAL LAND

The following additional covenants shall apply to, and be binding on all Owners and occupants of, the Lots and residential units located within the Additional Land and all future phases of this Project:

1. **Landscaping**. As soon as reasonably possible following the receipt of a certificate of occupancy of a new home, and in no event later than one (1) year following the receipt of a certificate of occupancy for the new home, the Owner shall complete the installation of front-yard landscaping including a front lawn and a fence (with the design and materials approved in advance by the DRC) dividing the front yard from the backyard.

2. **Enforcement Rights**. In addition to all other enforcement rights and remedies already set forth in the Declaration, the following enforcement rights and remedies shall apply to all Owners and Lots:

Should the Declarant or any aggrieved Owner be required to take action to enforce or interpret the Declaration or to pursue any remedy provided hereunder or by applicable law, including, without limitation, a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover his/her reasonable attorney's fees, costs and expenses which may arise or accrue, regardless of whether a lawsuit is filed.

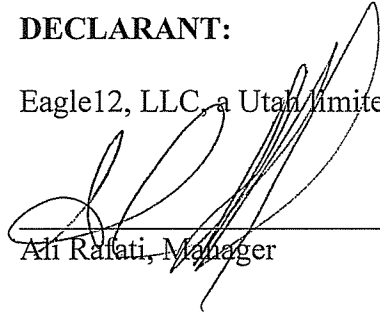
3. Declarant. The Declarant, with all rights pertaining to the "Declarant" under the governing documents of this Project, shall be Eagle12, LLC and its designated agent, R5 Ventures, Inc.

This Instrument shall be recorded in the Utah County Recorder's Office against the Additional Land described in Recital "C" above.

Executed on the date stated above.

DECLARANT:

Eagle12, LLC, a Utah limited liability company

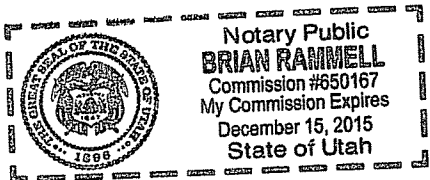


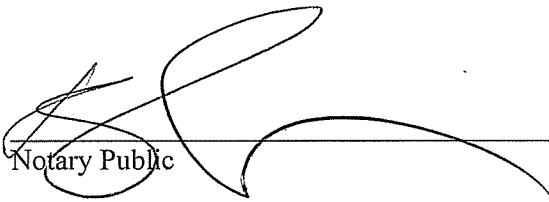
Ali Rafati, Manager

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

The foregoing instrument was acknowledged before me this 7 day of October, 2015, by Ali Rafati in his capacity as Manager of Eagle 12, LLC, a Utah limited liability company.

SEAL:





Notary Public