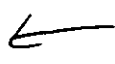


106/6

Fieldstone Homes Utah, LLC
1265 E Fort Union Blvd. Ste 350
Cottonwood Heights, UT 84047



M(3)

ENT 98139:2006 PG 1 of 6
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Aug 02 8:48 am FEE 106.00 BY STL
RECORDED FOR FIELDSTONE HOMES UTAH

July 26, 2006

**DECLARATION OF INCLUSION OF PLAT O OF THE JORDAN WILLOWS
DEVELOPMENT WITHIN THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR JORDAN WILLOWS
DEVELOPMENT, UTAH COUNTY, UTAH**

This Declaration of Inclusion is made this 26th day of July, 2006, by Fieldstone Homes Utah, 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 O Property") located in Utah County, Utah, and known as Jordan Willows Development, Plat O, lots 447 to 533:
See the attached Exhibit " A"

B. The Declarant previously caused to be recorded in the Office of the County Recorder for Utah County on November 21, 2003 at Entry No. 184944:2003, that certain Declaration of Covenants, Conditions and Restrictions for Jordan Willows Development Utah County, Utah, with respect to Phase 1 of the Jordan Willows 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 Jordan Willows Development, including the Plat O Property, to the terms of the CC&R's.

D. Declarant is now prepared to develop the Plat O Property and wishes to subject the Plat O 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 Lots 447 to 533 within the Plat O 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

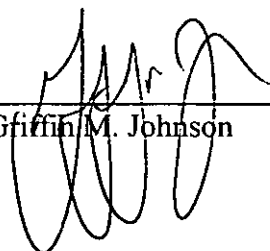
1. Incorporation of CC&R's . Declarant hereby incorporates the covenants conditions and restrictions set forth in the CC&R's as if repeated and fully set forth herein.
2. Identification of Property. The Plat O Property is identified in the CC&R's as a portion of the "Additional Property" and it is the intent of the Declarant to subject the Plat O Property to all of the rights, obligations, covenants, conditions and restrictions set forth in the CC&R's as if the Plat O Property were originally subject to the CC&R's at the time of its recording.
3. Exclusion of Possible Future Church Site. Declarant specifically excludes from the covenants conditions and restrictions any Church site that may be hereinafter added to Plat O. Should Declarant modify Plat O to accommodate a lot for a Church, that lot shall not be encumbered by or be subject to the CC&Rs. If a Church building or related improvements are constructed on Plat O, nothing further shall be required to be filed of record to evidence the exclusion of such property and improvements from the CC&Rs; rather, this instrument shall automatically authorize and effectuate such exclusion.

Executed on the next page.

Executed on the date stated above.


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

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

By: 
Griffin M. Johnson

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

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


NOTARY PUBLIC

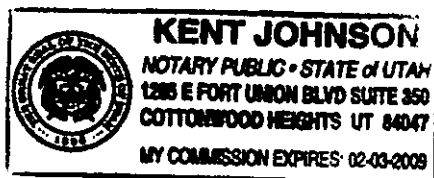


EXHIBIT A

LEGAL DESCRIPTION

**LOTS 447 THROUGH 533 OF PLAT "O"
JORDAN WILLOWS II
LEHI, UTAH**