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RASHELLE HOBBS
Recorder, Salt Lake County, UT
SURETY TITLE
BY: eCASH, DEPUTY - EF 11 P.

WHEN RECORDED, RETURN TO:

McArthur Homes, Inc.
Attn: John Gassman
9962 South Redwood Road
South Jordan, UT 84095

DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BOULDER RANCH SUBDIVISION

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COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. SURETY TITLE AGENCY hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BOULDER RANCH SUBDIVISION**

This Declaration of Covenants, Conditions, and Restrictions (“Declaration”) is made effective as of the 25th day of June, 2019, by McArthur Homes -19, LC (“Declarant”), who, as owner of the following described land located in West Jordan, Salt Lake County, State of Utah:

Lots 1 – 81 of Boulder Ranch Subdivision, according to the official plat thereof, recorded # 13013365 in Book 2019P, Page 188 on June 20th, 2019 in the Office of the County Recorder for Salt Lake County, Utah (the “Plat(s)”),(collectively, the “Subject Land”);

hereby imposes upon the Subject Land and all improvements now or hereafter constructed thereon (the “Project”) the following covenants, conditions, and restrictions, and declares that the Subject Land and Project shall be subject to all of the terms, provisions, and conditions contained in this Declaration.

**ARTICLE I
DEFINITIONS**

1.1 Defined Terms. The following terms shall have the following meanings as used in this Declaration:

“Lot(s)” shall mean each individual parcel of real property shown on the Plats as Lots 1 – 81, together with all improvements located thereon and all appurtenances thereunto appertaining, specifically excluding Lot 82 as shown on the Plat.

“Mortgage” shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.

“Mortgagee” shall mean (i) any person named as the mortgagee or beneficiary under any Mortgage, or (ii) any successor to the interest of such person under such Mortgage.

“Owner” shall mean any person or entity or combination thereof, at any time owning a Lot within the Project, as shown on the records of Salt Lake County, State of Utah. The term “Owner” shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Lot under contract until such

contract is fully performed and legal title conveyed. If more than one person owns a Lot, then the persons who own such lot shall collectively be referred to herein as "Owner."

ARTICLE II DIVISION OF PROJECT

2.1 Submission to Declaration. All of the Subject Land and the Project is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as part of the subdivision known as Boulder Ranch Subdivision. All of the Subject Land and the Project is and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth herein and in the Plats, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a general plan for development and improvement of the Subject Property. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person acquiring, leasing, or owning an interest in any Lot, their lessees, guests, heirs, executors, administrators, devisees, successors and assigns.

2.2 Subdivision into Lots. Pursuant to the Plats, the Subject Land is divided into Eighty-one (81) Lots, as more particularly described on the Plats.

ARTICLE III IMPROVEMENTS

3.1 Zoning Regulations. All municipal code and zoning requirements of the City of West Jordan, including but not limited to, fire, health, and building codes are in full force and effect in the Project. All Lots shall comply with said requirements and codes.

3.2 Description of Improvements. Each of the Lots shall, when improved, contain no more than one detached single family dwelling building, which building shall be principally constructed of wood frame, rock, brick, stucco, cement board siding and cement board shingle siding. Each Lot may also contain no more than one detached garage and no more than one detached storage structure within the Lot boundary provided the same are constructed according to the above listed requirements and this Declaration and approved building and zoning codes for the subdivision.

3.3 Home Variation. To maintain an aesthetically pleasing neighborhood, no home with the same plan and elevation, or color scheme, shall be constructed closer than two (2) lots away from the same plan and elevation, on the same side of the street or across the street. Home colors shall be earth and/or gray tones, of harmonious design with the general feel of the neighborhood and surrounding community and be consistent with the architectural design and theme of the home.

3.4 Roof Design. All roofing materials must be of thirty (30) year or better rated architectural grade asphalt shingles, i.e. shake, tile, or similar. Standing seam metal roof may be used as an accent. All roof metal such as flashing, fascia, soffit, crown trim, vent stacks, gutters, downspouts and chimney caps shall be made of colored aluminum (coloring may vary, such as bronze, copper, or galvanized).

3.5 Balcony and Decks. Any balcony or deck that is more than thirty inches above the natural grade must be constructed per the latest adopted building code requirements. Any balcony or

deck must be contained within and may not extend into the building setback of the home and must comply with current building code and regulatory requirements of the City of West Jordan.

3.6 Fencing. All fencing materials shall consist of one or more of the following: stone, brick, block, concrete pre-cast, vinyl, rhino rock, or wrought iron. Combination of fencing materials is preferred. No solid fence above 36-inches in height will be allowed within the front setback line of the Lots (intended for the front of the home). See notes on recorded Plats for specific fencing requirements/restrictions on lots containing Storm Drain, Detention Basin and/or Surface Swale easements.

3.7 Size of Dwellings. The size, height and location of each single family dwelling and any other improvements constructed on each Lot within Boulder Ranch Subdivision shall be constructed in a manner to comply with requirements as established by the City of West Jordan.

3.8 Description and Legal Status of Lots. The Plat shows the number of each Lot. All Lots shall be capable of being independently owned, encumbered, and conveyed.

3.9 No Used or Temporary Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot, notwithstanding any other provision of this Declaration to the contrary. No metal building or metal storage buildings or storage sheds are allowed.

3.10 Additional Improvements. No Additional Improvements shall be constructed on any Lot unless such Additional Improvement conforms to all applicable building code requirements and other requirements of the City, including, without limitation, the requirement to obtain a proper permit prior to construction, demolition, or remodeling of the Additional Improvements.

ARTICLE IV NATURE AND INCIDENTS OF OWNERSHIP

4.1 Ownership and Maintenance of Lots. Except as otherwise set forth in this Declaration, each Owner shall have the exclusive right to construct, improve, reconstruct, and repair the house and other improvements located on their owned Lot. All construction, improvements, reconstruction, and repair must comply with applicable land use planning, regulations, and such design guidelines as adopted by this Declaration. Subject to the provisions of this Declaration, each Lot, and the improvements located thereon, being the sole and exclusive property of the Owner thereof, shall be maintained and repaired by the Owner and shall be kept in a clean and sanitary condition and in a state of good repair. See notes on recorded Plats for specific maintenance requirements/restrictions on lots containing Storm Drain, Detention Basin and/or Surface Swale easements. No unsightliness is permitted on any Lot. This includes, but is not limited to, the prohibition on open storage of any building materials (except during temporary construction periods), open storage or parking of farm or construction equipment, or inoperable motor vehicles; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

4.2 Lot Cleanliness. All Lots (improved or unimproved) shall be kept free of rubbish, weeds, and other unsightly items, and shall be maintained in such a manner as not to detract from the quality of the Project. Trash, rubbish, garbage, or other waste shall not be kept except in covered containers.

Garbage and trash receptacles shall be permitted when kept in a visually screened enclosure. Front, side and rear yards shall be landscaped within one year from the time the Certificate of Occupancy for the primary residence is issued by the City of West Jordan. Landscaping shall meet the requirements of the City of West Jordan.

4.3 Title. Title to a Lot within the Project may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.

4.4 Prohibition Against Subdivision of Lot. No Owner, by deed, plat, or otherwise, shall subdivide or in any manner cause owned Lot to be subdivided, partitioned, or separated into physical tracts or parcels smaller than the whole Lot as shown on the Plats.

4.5 Maintenance of Landscaping Park Strip and Sidewalks. Each owner of a lot shall be responsible to maintain the landscaping of the Lot as well as the park strip and sidewalk in front of or adjoining their Lot in accordance with City of West Jordan code and regulations. See notes on recorded plat for specific landscape requirements/restrictions on lots containing Storm Drain, Detention Basin and Surface Swale easements.

4.6 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Lot which service structures within that Lot. No propane tanks or oil tanks may be installed on any Lot except as temporarily required for construction.

4.7 Water Line and Water Meter. Each Owner recognizes and agrees that they are required to connect to the stubbed lateral water line provided within or abutting each such Lot boundary and to pay for and provide a water meter for the applicable Lot.

4.8 Secondary Water. No secondary water shall be provided for the Project.

4.9 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwellings must be connected to the sanitary sewer system.

4.10 Inseparability. Title to any part of a Lot within the Project may not be separated from any other part thereof. Every devise, encumbrance, conveyance, or other disposition of a Lot, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Lot.

4.11 Separate Mortgages by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber their Lot. Any mortgage or other encumbrance of any Lot shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, tax sale or otherwise.

4.12 Separate Taxation. Each Lot and all improvements located thereon shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority.

All such taxes, assessments, and other charges on each respective Lot shall be separately levied against the Owner thereof. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot.

ARTICLE V EASEMENTS

5.1 Easements Deemed Created. All conveyances of Lots within the Project hereafter made, shall be construed to grant and reserve such easements as are shown on the Plats even though no specific reference to such easements appears in any such conveyance.

ARTICLE VI RESTRICTIONS ON USE

6.1 Residential Uses Only. Each Lot contained in the Project is intended to be used for a single family residential housing and is restricted to such use. No Lot shall be used for business or commercial activity; provided, however, that nothing herein shall be deemed to prevent any Owner or his duly authorized agent from freely renting or leasing his Lot from time to time subject to the provisions herein or the conduct of a home occupation conducted exclusively within the dwelling and without also causing nuisance to any neighboring Lot.

6.2 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on, in, or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to Owners including, without limitation, the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

6.3 No Annoying Sounds. No speakers or other noise-making devices may be used or maintained on any Lot if they create noise that is unreasonably or annoyingly loud from adjoining Lots, except for security or fire alarms.

6.4 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be, unreasonably dangerous or hazardous, or which would cause the cancellation of a conventional homeowner's insurance policy. This prohibition includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those which are reasonable and customary for ordinary household uses, the discharge of firearms or fireworks (except for fireworks that are permitted to be used under applicable State or City laws during the July 4 and July 24 holidays), and setting open fires (other than properly supervised and contained barbecues or gas fire-pits).

6.5 No Fuel Storage. No fuel, oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on any Lots or anywhere else in the Property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational. Notwithstanding the foregoing, propane tanks for outdoor barbecues shall be permitted.

6.6 Service Yards. No clothes lines, service yards, or storage yards shall be permitted. Exterior mechanical equipment must be screened in a reasonable manner with the intent of not being visible from adjoining Lots.

6.7 Restriction on Signs. Except as may be temporarily necessary to caution or warn of danger, and except for temporary signs, reasonable in size, design and location, for the sale of a Lot by an Owner, no signs or advertising devices of any nature, including without limitation commercial, political, informational, or directional signs or devices, shall be erected or maintained on any portion of the Project. The Declarant, and/or assigns, may erect signs within the subdivision in accordance with City sign regulations during the marketing of the subdivision, announcing the availability of homes or lots and giving sales information, or for any other purpose deemed necessary or useful by Declarant.

6.8 Vehicles Restricted to Roadways. No motor vehicle will be operated on the Project except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Lot except for ingress or egress or while loading the equipment for lawful transport on public streets. No vehicle parking shall be permitted in front yards or visible side yards on a Lot other than on designated driveways.

6.9 Restriction on Recreational Vehicles. No boats, trailers, recreational vehicles, trucks, or commercial vehicles, belonging to Owners, guests or other residents of the Project shall be parked or stored in or upon any lot or on the street for longer than 72 hours unless kept in an area fenced and outside of the view of the street.

6.10 Overnight Parking and Storage of Vehicles. The storage of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled motor vehicles shall be prohibited on any Lot or in any street in the Project unless such vehicles are kept within fenced side and rear yards.

6.11 Animals. No animals, other than up to a maximum of three (3) ordinary household pets may be kept on any Lot. Each Owner shall be responsible for preventing pets from entering the Lots of other Owners. Fierce, dangerous or vicious animals, or animals that cause a nuisance by barking or other offensive activity, shall not be permitted.

6.12 Dog Runs. No kennel(s) shall be allowed on any Lot. Dog runs may be placed or maintained no closer than 20 feet from any home other than the home on the Lot where dog run is maintained. No wire fencing shall be allowed which is unscreened from the view of adjoining Lots.

6.13 Construction Period Exemption. During the course of actual construction of any structures or improvements which are permitted to be located on the Project, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which would result in a violation of any of said provisions, covenants, conditions, or restrictions following completion of such construction.

6.14 No Occupancy before Completion. No Owner is allowed to occupy their Lot prior to the completion of construction and final inspection and receipt of a final certificate of occupancy from the City of West Jordan.

6.15 No Short-Term Rentals or Leases. Owners may freely rent or lease their Lots provided that such rental or lease shall comply with applicable laws, rules, ordinances, and regulations and such rental or lease period shall not be less than six (6) months in duration. No daily, weekly or month to month rental shall be allowed on any Lot. No Dwelling on a Lot shall be subjected to time interval ownership.

6.16 Antennas. All antennas must be enclosed within the Dwelling. All satellite dishes must be located and screened to the extent possible and reasonable in a manner so that they are not directly visible from pedestrian and automobile traffic.

6.17 Number of Dwellings. Only one Dwelling may be constructed on any Single Family Lot. All Dwellings shall have an attached garage for at least two cars. No other outbuilding or habitable structure may be permitted on any Lot, unless specifically permitted herein.

6.18 No Temporary Structures. No temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. Except for a sales trailer(s) during the initial development and home construction phase.

6.19 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave his Lot without first using reasonable means to dissipate the flow energy. This stipulation shall also prohibit any Owners from modifying the landscaping or grading of their Lot in such a way as to hinder any drainage swales that flow through or along the Lot. Subject to the foregoing provisions, Owners shall take reasonable measures to minimize surface water run-off within his own Lot boundaries. See notes on recorded Plats for specific drainage requirements/restrictions on lots containing Storm Drain, Detention Basin and/or Surface Swale easements.

ARTICLE VII NO INCORPORATED ASSOCIATION

7.1 In Lieu of Incorporated Association. No incorporated association will be formed due to the non-existence of common expenses within the Project, except that an unincorporated association is hereby deemed formed of which the Owner of each Lot shall be a member. There will be one vote per each Lot. Per this document, and detailed throughout, each Lot Owner is responsible for the cleanliness and maintenance of their respective Lot. Architecture and exterior color schemes for the primary residence to be constructed on each Lot are subject to review and approval of the Declarant.

ARTICLE VIII CERTAIN RIGHTS AND OBLIGATIONS

8.1 Lot Owner Obligation(s). The Lot Owners jointly and severally are responsible to one another for the compliance and enforcement of all the covenants, conditions, and restrictions contained herein.

8.2 Right to Call Owner Meeting. Any two (2) or more Lot Owners may call a meeting of the Owners in order to discuss and/or take necessary action to enforce the covenants, conditions, and restrictions contained herein.

8.3 Procedure to Call Owner Meeting. An Owner Meeting may be called only after both verbal and written communication has been exchanged between Lot Owners in an attempt to make the noncompliant lot owner aware of any violation and requesting resolution of any violation. If the noncompliance is not remedied within 72 hours of the written communication requesting a cure, then any two Lot Owners may formally request a meeting by providing written communication to all home owners and scheduling a meeting no sooner than 14 calendar days from the delivery of said written communication. The time of the meeting must not be on a government holiday or during traditional working hours of Monday through Friday 8 AM to 6 PM.

8.4 Intent of Owner Meeting. The intent of an Owner Meeting is to gather as owners and discuss any current concerns with the compliance with the Declaration. This discussion is intended to occur in a civil manner allowing all parties an opportunity to speak without interruption in order to express their perspective. No Lot Owner is required to speak, however, one representative of each Lot should be entitled the opportunity to speak. The intent of the meeting is to establish a reasonable resolution to any existing concern of compliance. The Lot Owner which has held ownership of their Lot the longest should lead and mediate the discussion of the Owner Meeting.

8.5 Voting. In the event of an Owner Meeting, each Lot Owner is required to vote on any motion called for and receiving a second motion for the same action. Only 1 vote per Lot will be allowed. Any action voted upon and receiving a majority in favor must be in compliance with City of West Jordan, State of Utah, and Federal Laws and Ordinances.

ARTICLE IX RESERVED RIGHTS OF THE DECLARANT

9.1 Reservation of Rights. Notwithstanding any other provision to the contrary in this Declaration, nothing in this Declaration shall prohibit or prevent the Declarant or its assigns 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 this Declaration: (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 a temporary construction or sales office; (3) installation and 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) construction of any improvements, including homes, by Declarant as approved by the City; (6) access over any Lot for the installation of improvements or utilities; (7) erection of permanent or temporary signs for use during the selling and marketing of the project; or (8) removing any portion of the Property from the provisions of this Declaration in accordance with Section 9.2 below.

9.2 Removal of Property from Declaration. So long as Declarant owns any Lot or other portion of the Property, Declarant reserves the right, in its sole and absolute discretion, to remove such Lot or other portion of the Property owned by Declarant from the provisions of this Declaration by recording against such Lot or other portion of the Property an instrument reflecting Declarant's desire and intention to remove the same from the provisions of this Declaration (the "Removal Instrument"). Declarant may exercise this right unilaterally without approval from any Owners so long as the removal of said Property does not violate any ordinances of or conditions of subdivision approval from the City. Upon the recordation of the Removal Instrument, the terms and provisions of this Declaration shall no

longer have any application or effect to the property described in such Removal Instrument. In addition to any other reason for which Declarant may elect to exercise its rights to remove property from this Declaration, this provision shall allow Declarant to designate a site within the Property or on a Plat for construction of a church or other ecclesiastical facility.

ARTICLE X MORTGAGEE PROTECTION

10.1 Mortgage Protection. No breach of any of the covenants, conditions, restrictions, and limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions, and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure or trustee's sale.

10.2 Priority of Liens. No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions herein shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (2) the lien or charge of any recorded Mortgage on such Lot made in good faith and for value and recorded prior to the date on which any such assessment or assessments become due.

10.3 Prior Liens Relate Only to Individual Lots. All taxes, assessments and charges which may become liens prior to the first Mortgage under local law shall relate only to the individual Lot and not to the Project as a whole.

10.4 Mortgage Holder Rights in Event of Foreclosure. Any Mortgagee of a Mortgage of record which obtains title to a Lot by the foreclosure of the Mortgage on the Lot or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments and charges against the Lot which accrued prior to the date of the acquisition of title to such Lot by such acquirer.

10.5 Amendment. No provision of this Article X shall be amended without the prior written consent of at least two-thirds of all first Mortgagees as appear on the official records of Salt Lake County, Utah, as of the date of such amendment.

ARTICLE XI GENERAL PROVISIONS

11.1 Intent and Purpose. The provisions of this Declaration and any supplemental or amended Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Project. Failure to enforce any provision, restriction, covenant, or condition in this Declaration, or in any supplemental or amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

11.2 Construction. The provisions of this Declaration shall be in addition and supplemental to all applicable provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender


shall include all genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define or otherwise affect the context, meaning, or intent of this Declaration or any Article, section or provision hereof. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

11.3 Effective Date. This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned have executed this Declaration the day and year below written to be effective as of the date first above written.

DECLARANT:


McArthur Homes -19, LC



By: John E. Gassman
Its: Vice President

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

The foregoing instrument was acknowledged before me on June 25, 2019, by
John E. Gassman



NOTARY PUBLIC
Residing at: South Jordan

My Commission Expires:
10-5-2019

