

WHEN RECORDED, MAIL TO:

D.R. Horton, Inc.
12351 S. Gateway Park Place, D-100
Draper, UT 84020
Attn: Adam Loser

ENT 72912:2022 PG 1 of 4
Andrea Allen
Utah County Recorder
2022 Jun 22 08:37 AM FEE 170.00 BY JG
RECORDED FOR DHI Title - Utah
ELECTRONICALLY RECORDED

Parcel No.: 35:796:0001 through 35:796:0042;
35:797:0043 through 35:797:0075

DECLARATION OF RESTRICTIVE COVENANTS
(UTAH – BLVD 120 CONDOMINIUM PLATS A & B)

THIS DECLARATION OF RESTRICTIVE COVENANTS (this “**Declaration**”) is executed as of June 21, 2022 (the “**Effective Date**”), by D.R. HORTON, INC., a Delaware corporation (“**Declarant**”).

RECITALS:

A. Declarant is the current owner of certain real property situated in the City of Pleasant Grove, Utah County, State of Utah, legally described on **Exhibit “A”** attached hereto and incorporated herein (the “**Restricted Property**”), and either has or will in the future construct condominium multi-story townhome style units thereon (such **Restricted Property**, and any townhomes now or hereafter thereon, are collectively referred to as the “**Restricted Units**”, and each referred to as a “**Restricted Unit**”).

B. The **Restricted Units** are in a condominium development commonly known as “BLVD 120”. This Declaration does not in any manner encumber title to any real property that is not a **Restricted Unit**.

NOW THEREFORE, for good and valuable consideration, Declarant declares that the **Restricted Units** are and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the following terms, covenants and restrictions, as well as any other matters previously filed of record to the extent the same are valid and subsisting and are not abrogated or superseded herein:

1. **Ownership and Use**. For a period of time commencing on the date this Declaration is filed in the Official Public Records of Utah County, Utah (the “**Official Records**”), and continuing until the twentieth (20th) anniversary of the **Effective Date** (the “**Restrictive Covenant Term**”), the **Restricted Units** shall be subject to the following restrictions (collectively, the “**Restrictions**”):

(a) No **Restricted Unit** shall be occupied by the owner of such **Restricted Unit**. All **Restricted Units** shall be used for rental purposes only, pursuant to a bona fide third-party lease between the owner of the **Restricted Unit** and the primary occupant or occupants of such **Restricted Unit**.

(b) Regardless of the fact that the **Restricted Units** are constructed as individually platted condominium units, no **Restricted Unit** may be conveyed separately from all other **Restricted Units**. The foregoing restriction on conveyances shall not prohibit the leasing of **Restricted Units** in accordance with subsection (a) above.

Nothing in this **Section 1** is intended to prevent ownership of all of the **Restricted Units** by a partnership, corporation, limited liability company, trust, or other business entity that may be established under the laws

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BLVD 120

of the State where the Restricted Units are situated or other applicable law (an “**Entity**”), as long as a Controlling Interest (as defined below) in the Entity is not vested in, owned by, or held by, directly or indirectly, or beneficially or otherwise, any persons who are occupants of a Restricted Unit pursuant to a lease in accordance with Section 1(a) above. “**Controlling Interest**” means the possession, directly or indirectly, of more than ten percent (10%) of the ownership interest in the Entity, or if less, the power to direct or cause the direction of the management and policies of the Entity, whether through the ownership of voting securities, by contract or otherwise.

2. **Term.** The terms, covenants, conditions and restrictions set out in this Declaration will run with and bind the Restricted Units for the Restrictive Covenant Term, and are for the sole benefit of the Benefited Parties (hereinafter defined).

3. **Amendment.** This Declaration may only be amended (including, without limitation, an amendment that terminates this Declaration) by the recording of a written instrument in the Official Records, executed and acknowledged by all of (a) D.R. Horton, Inc., a Delaware corporation (“**DHI**”), or its successors or assigns, and (b) the owner of the Restricted Units at the time of any such amendment or termination (all of the foregoing being collectively referred to herein as the “**Benefited Parties**”, and individually, a “**Benefited Party**”).

4. **Enforcement and Nonwaiver.** Each Benefited Party, without the joinder of the other, shall have the right to enforce all of the provisions of this Declaration. Such right of enforcement includes both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of this Declaration is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by each Benefited Party, without the joinder of the other. The Benefited Parties’ failure to enforce any provision of this Declaration at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.

5. **Attorneys’ Fees.** If a Benefited Party prevails in any action to enforce this Declaration, then such prevailing party will be entitled to recover reasonable attorneys’ fees, court costs, expert witness fees, and other litigation related expenses, and other costs of enforcement from the non-prevailing party or parties.

6. **Construction.** The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any covenant, restriction, or other provision or portion hereof will not affect the validity or enforceability of any other covenant, restriction, or provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs or sections hereof.

7. **Governing Law.** THIS DECLARATION AND ALL RIGHTS AND OBLIGATIONS CREATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE RESTRICTED UNITS ARE LOCATED.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Declaration to be effective as of the Effective Date.

DECLARANT:

D.R. HORTON, INC.,
a Delaware corporation

By: *Adam R. Loser*
Printed Name: Adam R. Loser
Title: Vice President

STATE OF UTAH)
) ss
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 21 day of June, 2022, by Adam R. Loser, the Vice President of D.R. HORTON, INC., a Delaware corporation, on behalf of said corporation.

Krisel P Travis
NOTARY PUBLIC

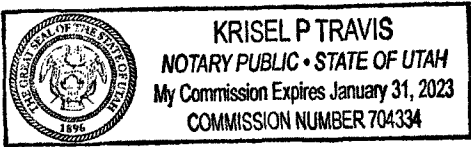


EXHIBIT "A"

LEGAL DESCRIPTION

The Restricted Property located in Please Grove City, Utah County, Utah is more particularly described as follows:

UNITS 1 THROUGH 42, OF THE BLVD 120 CONDOMINIUM PLATA RECORDED IN THE OFFICIAL PUBLIC RECORDS OF UTAH COUNTY ON SEPTEMBER 3, 2021 AS ENTRY NO. 153853:2021.

(For reference purposes only, Parcel Nos.: 35:796:0001 through 35:796:0042)

UNITS 43 THROUGH 75, OF THE BLVD 120 CONDOMINIUM PLAT B RECORDED IN THE OFFICIAL PUBLIC RECORDS OF UTAH COUNTY ON SEPTEMBER 3, 2021 AS ENTRY NO. 153855:2021.

(For reference purposes only, Parcel Nos. 35:797:0043 through 35:797:0075)