

After Recording, Return to:  
Mash Farm; LLC  
1892 East Ashley Mesa Lane  
Sandy, Utah 84092

13919136 B: 11321 P: 1971 Total Pages: 14  
03/25/2022 01:00 PM By: dsalazar Fees: \$40.00  
DECLAR- DECLARATION  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: OLD REPUBLIC TITLE (DRAPER)  
11820 SOUTH STATE STREET, SUITDRAPER, UT 84020

Tax Parcel Nos:  
22-07-228-004  
22-07-228-008

**DECLARATION  
OF COVENANTS CONDITIONS AND RESTRICTIONS FOR  
MASH FARM ESTATES  
Amended March 2022**

Mash Farm, LLC, a Utah limited liability company ("Declarant") is the owner of certain real property located in Murray, Salt Lake County, State of Utah, and more particularly described on Exhibit A attached hereto (the "Property"). Declarant hereby declares that the Property, together with all improvements, easements, rights and appurtenances belonging thereto, is subject to the covenants, conditions and restrictions as set forth herein ("*Declaration*").

**RECITALS**

A. The Property consists of the land described on Exhibit A, together with all improvements, easements, rights and appurtenances belonging thereto, which land will be or has been subdivided into individual lots (each a "*Lot*" or collectively the "*Lots*") as a residential subdivision.

B. Declarant intends to sell to various purchasers' fee title to the individual Lots subject to the covenants, conditions, restrictions, limitations and easements set forth herein.

C. Declarant intends, by filing this Declaration and the Subdivision Plat, to declare that the Property is a residential subdivision known as "Mash Farm Estates" (the "*Subdivision*").

NOW, THEREFORE, for the foregoing purposes, the Declarant declares that all of the Property is hereby subjected to the provisions of this Declaration, and shall be held, sold, transferred, conveyed, used, leased, occupied, developed, mortgaged, hypothecated, or otherwise encumbered, subject to the covenants, conditions, restrictions, stipulations, agreements, easements, assessments, and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property.

## ARTICLE I

### MUTUAL AND RECIPROCAL BENEFITS

All of the covenants, conditions, restrictions, stipulations and agreements are made for the direct, mutual and reciprocal benefit of each and every Lot and are intended to create reciprocal rights and obligations between the respective owners of all of the Lots, and to create a privity of contract and estate between the grantees of the Lots, their heirs, successors and assigns, and shall, as to the owners of each Lot, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other Lots in the Property and in consenting adjacent property.

## ARTICLE II

### DURATION

This Declaration shall remain in effect for a period from the date hereof through January 1, 2035 (the "**Original Period**"), at which time the covenants, conditions, restrictions, stipulations and agreements shall be automatically extended for successive periods often (10) years each (each an "**Extension Period**"), unless the then owners of at least eighty percent (80%) of the Lots agree to amend or release this Declaration in whole or in part at or immediately prior to the commencement of an Extension Period, and such agreement is evidenced by an appropriate written instrument, executed by the then owners of at least eighty percent (80%) of said Lot owners, and filed with the County Recorder's Office, Salt Lake County, Utah. In no event, however, shall this Declaration be released as to the Property prior to the expiration of the Original Period, unless one hundred percent (100%) of the Lot owners in the Subdivision provide written consent by appropriate agreement which is then filed for record in the County Recorder's Office, Salt Lake County, Utah.

## ARTICLE III

### COVENANTS RUN WITH THE LAND; PERSONS AND PROPERTY AFFECTED

This Declaration and all of the covenants, conditions and restrictions relating to the Subdivision shall constitute enforceable equitable servitudes which shall run with the land and this Declaration, when recorded with the Salt Lake County Recorder, and its terms and provisions, including servitudes, shall be binding upon Declarant, its successors, assigns, and upon all owners of property in the Subdivision, their grantees, mortgagees, successors, heirs, executors, administrators, devisees, and assigns, regardless of whether or not they receive a copy hereof at closing or any time thereafter. All covenants, conditions, restrictions, stipulations and agreements provided herein shall run with the

Lots, and all owners, purchasers or occupants thereof shall, by acceptance of contracts or deeds, possession or occupancy, be conclusively deemed to have consented to and agreed with the present and future owners of the Lots, and with their respective successors and assigns, to conform to and observe the covenants, conditions, restrictions, stipulations and agreements as set forth herein, and to the use of the Lots and construction of buildings and improvements thereon.

#### ARTICLE IV

#### AMENDMENT

This Declaration may be changed, altered or amended at any time by the affirmative action of the owner or owners of at least eighty percent (80%) of the Lots in the Subdivision. If any additional Lot or Lots are created contiguous and are added to the existing Lots, then this Declaration will include them as well and any amendment will require the affirmative vote of the owner or owners of at least eighty percent (80%) of Lots, including the now existing Lots and such additional Lots. The changes to this Declaration shall be evidenced by the execution of an appropriate written agreement and filed for record in the County Recorder's Office, Salt Lake County, Utah. **However, the original declarant, Mash Farm, LLC, shall be able to make any changes to these CCR's for a period of 24 months from the date herein or until the declarant does not own any lots in the Mash Farm Estates subdivision, whichever is longer.**

#### ARTICLE V

#### ARCHITECTURAL AND STRUCTURAL CONTROL COMMITTEE

5.1 Committee and Members. An Architectural and Structural Control Committee (the "**Committee**") is hereby created. The initial members of the committee shall be appointed by the Declarant. The Declarant or its successor or assigns may fill the positions and/or vacancies in the Committee and remove members thereof at its pleasure as long as the Declarant is one of the Lot owners. For convenience and to facilitate scheduling, two appointed individuals may alternate for one seat. Notwithstanding the foregoing or anything contained herein to the contrary, the number of the Committee shall be determined by the Declarant. In the discretion of the Declarant, so long as Declarant owns a Lot in the Subdivision, the Committee may consist of just one (1) person appointed by Declarant. In the event the Declarant desires no further involvement with the Committee either by being a member or by appointing or removing members, the Declarant shall give written notice to the Lot owners in the Subdivision. When such time arrives that the Declarant is not a Lot owner then the owners of the Lots will hold an election to elect or appoint a three (3) member Committee. The election or appointment shall be by the vote or consent of the owners of more than fifty percent (50%) of the Lots in the Subdivision. No member of the Committee shall be liable to any person for decisions made or failure to act in making decisions as a member of said Committee.

5.2 Committee Function and Quorum. The functions of the Committee shall be, in addition to the functions set forth elsewhere in this Declaration, to pass upon, approve or reject any plans or specifications for structures to be erected or remodeled on Lots in the Subdivision, so that all structures shall conform to the restrictions contained herein and to the general development plans of the Declarant and of the Committee, for the improvement and development of the Property. Nothing in this Section shall be construed as authorizing or empowering the Committee to waive any restrictions which are set forth in this Declaration except as herein specifically provided. Unless the Committee consists of just one (1) person appointed by Declarant, as provided in Section 5.1, the Committee may act by any two (2) of its members, and any authorization, approval or action taken by the Committee must be in writing signed by a minimum of two (2) members of the Committee.

5.3 Committee Approval Required. No building or structure, or other facility, shall be erected, remodeled or placed on any Lot without the written approval first having been obtained from the Committee as to compliance with this Declaration and as to location, height, design, materials and harmony with existing structures. No construction of any kind or nature on any of the Lots shall commence until the curb grade has been established. Except for approval of a variance or exception consistent with the criteria set forth in Section 5.7 below, approval by the Committee shall not affect, or constitute a waiver of the rights of any person, Lot owner or the Declarant who may enforce the provisions of this Declaration.

5.4 Submission and Review of Design Plans. To obtain approval to erect, remodel or place on any Lot any building, structure or other facility, a Lot owner shall submit to the Committee, in duplicate, the following design plans: (a) the location on the Lot and nature of such improvement, containing a footprint of all proposed structures or improvements, including footprint or location of fences and walls; (b) elevations of the front, rear, and both sides of the structure(s); (c) finish grading plans; (d) complete set of architectural documents; (e) complete set of all exterior colors in the form of samples or color chips, with detailed information as to the location of the color and types of all exterior building materials; and (f) landscaping plans showing the type and location of plant materials and any final site grading to be performed (all the foregoing hereinafter referred to as the "*Plans*").

5.4.1 Approval or Rejection: Within thirty (30) days after receipt of the Plans by the Committee, the Committee shall approve or reject the Plans and shall evidence such approval or rejection by issuing a written approval or rejection letter signed by a majority of the Committee on one set of the Plans and returning the same to the Lot owner.

5.4.2 Plans Received: The submission of Plans shall be deemed received by the Committee only when two (2) complete and legible sets of the Plans as required above are delivered. The Committee shall not permit any oral modification of the Plans, and all Plans so submitted will be evaluated solely on the submitted Plans.

5.4.3 Security Deposit: In conjunction with items required for Plan approval, the Lot owner or Lot owner's builder shall submit the Security Deposit noted in Section 6.6.2.

5.5 Committee Decision and Liability. The Committee's approval or disapproval shall be in writing signed by a majority of its members. All decisions of the Committee shall be final and neither the Committee nor its designated representatives shall be subject to any liability therefor. Any errors or omissions in the design of any building or landscaping, and any violations of city ordinances, are the sole responsibility of the Lot owners and/or the Lot owner's designer, architect, engineer, or builder. The Committee's review of plans shall in no way be concerned with the structural or mechanical integrity or ability of the building(s) or structure(s) or with the architectural or structural soundness thereof, or compliance with local or national codes and requirements.

5.6 Enforcement. The Lot owners hereby agree that the Committee, the Declarant, or any owner of a Lot within the Subdivision or within adjacent plats, may institute in its own name any suit or suits necessary in order to obtain a decree for specific performance or any restraining order necessary to enforce the provisions of this Declaration, or for damages arising from the breach of any of the provisions of this Declaration.

5.7 Variance from or Exception to Provisions of this Declaration. The Committee may, at any time, after receiving written application stating the basis therefore, grant variance from or exception to any of the requirements of Sections 6.1 through 6.6, and Sections 6.11 through 6.15 of this Declaration if it determines that (a) the strict application of any provision of this Declaration would result in exceptional practical difficulties to, or undue hardship upon the Lot owner, (b) strict application of the provision or restriction is unnecessary to carry out the general purpose of this Declaration, and (c) the variance or exception would not be detrimental to any other Lot within the Subdivision.

## ARTICLE VI

### RESTRICTIONS ON USE, CONSTRUCTION AND LOCATION OF IMPROVEMENTS

6.1 Land Use. Each Lot shall be used for single family residential dwelling purposes and no Lot shall be used for any other purpose or any purpose which will injure the reputation or appeal of the Subdivision or the neighboring property or for any use which is in violation of any of the laws or ordinances of Murray City, Salt Lake County or the State of Utah. A Lot owner may not operate a commercial business on a Lot within the Subdivision that involves vehicles or equipment of any type to be parked on the streets of the Subdivision.

6.2 Subdivided Lot. No Lot shall be subdivided or partitioned.

6.3 Set Backs. Any building or other structure constructed or situated on any Lot shall be in conformity with the minimum "set back" lines which may be fixed by the City of Murray, Declarant, or its successors and assigns, in the recorded Subdivision Plat, and in contracts or deeds to any or all of the Lots. The location of all buildings or structures must be approved in writing by the Committee prior to the start of construction and must comply with all applicable Murry City, Salt Lake County, State of Utah, codes and regulations.

6.4 Building Type. All buildings or structures shall comply with Murray City Code. No buildings or structures shall be erected, altered, or permitted to remain on any Lot other than buildings or structures approved prior to construction by the Committee. The Committee, in its sole and exclusive discretion, shall have power to limit the number of stories and the height of structures as to any of all Lots if it deems such limitation is necessary to preserve the value of other Lots.

6.5 Other Structures. Other structures including but not limited to: trailers, basements, underground facilities or tanks, tents, shacks, storage sheds and containers, detached garages, outbuildings, or any similar structure or object shall be placed upon any Lot or used at any time within the Subdivision as a temporary or permanent building without the written consent of the Committee. Under no circumstances may said other structures be used as a temporary or permanent housing facility on any Lot. However, subject to ordinances of Murray City, Utah, trailer or other temporary buildings may be placed upon a Lot during construction solely for the purpose of facilitating construction management and shall be removed from the Lot immediately upon completion of construction of the building or structure on the Lot.

6.6 Diligence in Building. When the construction or remodeling of any building or other structure is once begun, work thereon must be prosecuted diligently and completed within twelve (12) months. No building or structure shall remain incomplete or any remodeling unfinished for any reason for a period in excess of twelve (12) months from the date physical construction is commenced.

6.6.1 Damage to Infrastructure During Construction: Lot owners shall be responsible to repair, replace, and pay any and all damage to infrastructure during the course of construction. Infrastructure includes but is not limited to: fencing, retaining walls, curb and gutter, sidewalks, fire hydrants, storm drains, sewer lines, water lines, water meter, gas lines, power lines, cable, piping, and asphalt. Damage to infrastructure shall be identified by Murray City and/or the Declarant. Lot owner agrees to repair, replace, and pay for any and all damage to infrastructure caused by the Lot owner and/or the Lot owner's contractors, builders, suppliers, or person under the Lot owner's employment during the course of construction.

6.6.2 Security Deposit: Each Lot owner or Lot owner's builder shall submit a **Security Deposit of \$5,000 (five thousand dollars)** to the Declarant, at the time Plans are submitted for approval. The Security Deposit may be used by the Declarant to repair, replace, or pay for any damage to infrastructure caused by the Lot owner and/or their contractors, builders, suppliers, or person under the Lot

owner's employment during the course of construction not repaired, replaced, or paid for by the Lot owner. Lot owner agrees that the Declarant shall be empowered to enter the Lot owner's property to repair or replace any damage to infrastructure not repaired, replaced, or paid for by the Lot owner or the Lot owner's builder. If Lot owner or Lot owner's builder fails to repair, replace, or pay for damage to infrastructure, the Declarant may record a lien against the Lot owner's property to secure the repayment of all sums expended above the amount of the Security Deposit by the Declarant to repair, replace, or pay for said damage to infrastructure. Any unused Security Deposit shall be returned to the Lot owner or Lot owner's builder within 90 days of completion of construction.

6.7 Compliance with Zoning and Building Ordinances of Murray City. All excavation work, all foundations, all construction, and all building and structures in the Subdivision shall be done, performed, placed or constructed, as the case may be, in, on or upon the Lots in accordance with the provisions of Murray City Zoning and Building Ordinances in effect when the buildings are constructed or remodeled. This provision shall not affect the applicability of the other provisions hereof.

6.8 Easements. Easements and rights-of-way over portions of the Property have been dedicated as utility and drainage easements for the use of Murray City, Salt Lake County and public or private utility companies or entities for drainage and/or the erection, construction, maintenance, and operation therein or thereon of drainage conduits or pipes and for pipes, conduits, poles, wires and other means of conveying to and from the Lots, gas, electricity, power, water, TV, cable, sewage and other services for convenience to the public and owners of Lots, and for the flow of storm drainage and sewer, as are shown on the Subdivision plat. No structural improvements shall be placed in any such easements.

6.9 Prohibition Against Soil Erosion and Runoff. It shall be the responsibility of each Lot owner to direct site work relative to such owner's Lot in such a manner as to minimize and control erosion and runoff, both during and after the construction period. Construction and grading shall be conducted and completed in such a manner as to maintain all solid materials, including excavated and/or imported soils, on site and to prevent the movement of earth materials or construction debris onto neighboring property, including public streets, or into the storm drainage system. Lot owners shall maintain and keep in working order any and all retention, detention, or grading designed and installed by the Declarant to prevent soil erosion or water runoff onto neighboring properties.

6.10 Soils and Geotechnical Requirements. If required by Murray City in connection with the subdivision development approval process, soils and geotechnical reports for the Property have been issued and reports have been filed with the Murray City Engineering Department. All requirements of Murray City and of these soils and geotechnical reports must be complied with in the construction of all buildings and structures on all Lots. The design, and subsequently the actual construction, of all footings and foundations must be certified by a qualified engineer registered with the State of Utah. The Declarant makes no warranties of any kind relative to soils or geotechnical matters.

6.11 Landscaping. Lots shall be fully landscaped and planted within the landscaping ordinance of Murray City or Twelve (12) months of the date the building or structure is ready for occupancy (or by the succeeding April 30<sup>th</sup> if a building or structure is ready for occupancy between October 15<sup>th</sup> and the following April 1<sup>st</sup> whichever is sooner. All landscaping shall be adequately maintained with weeds controlled, shrubs trimmed, lawns mowed and watered. Except for areas designated by the Declarant, sod will be installed by the Lot owner in all park strips; no hard surface is allowed in park strips. Park strips designated by the Declarant for hard surface include, those adjacent to 4800 South on Lots 3, 10, and 9, and adjacent to the circle and retaining wall between Lots 9 and 10.

6.12 Residence Size and Garage Specifications. No structure shall be constructed upon any Lot unless and until the final plans and specifications for such structure have been submitted to and approved by the Committee pursuant to the provisions of this Declaration. Pertaining to Lots 3 through 10, without the written approval of the Committee, (a) no single story residence shall be constructed, altered, placed or permitted to remain on any Lot unless the main floor area, exclusive of basement, open porches and garages, is 1,800 square feet or greater; and (b) no multi-story residence shall be constructed, altered, placed or permitted to remain on any Lot unless the main floor area plus the upper level(s), exclusive of basement, open porches and garages, is 2,400 square feet or greater. Garages for all residences on the Lots shall be enclosed and large enough for at least 2 cars. Pertaining to Lots 1 and 2, without the written approval of the Committee, (a) no single story residence shall be constructed, altered, placed or permitted to remain on any Lot unless the main floor area, exclusive of basement, open porches and garages, is 1,700 square feet or greater; and (b) no multi-story residence shall be constructed, altered, placed or permitted to remain on any Lot unless the main floor area plus the upper level(s), exclusive of basement, open porches and garages, is 2,200 square feet or greater. Garages for all residences on the Lots shall be enclosed and large enough for at least 2 cars.

Regarding Lot 4, because of constraints associated with the slope and depth of Lot 4, a multi-story residence constructed on Lot 4 may have a main floor area plus the upper level(s), exclusive of basement, open porches and garages, of 2,200 square feet or greater. The garage shall be enclosed and large enough for at least 2 cars.

6.13 Additional Architectural Guidelines. In addition to those requirements set forth elsewhere in this Declaration, the following architectural guidelines shall apply to all Lots:

6.13.1 Exterior Characteristics. The materials that clad the exterior walls of any residence shall be non-combustible or fire-retardant natural materials. These materials shall meet the Murray City Standards. There shall be a minimum of 30% of Brick, Rock, or Stone on any side of the home that faces a public road. The textures and patterns of siding material can affect the perceived scale and mass of a residence. Major wall surfaces should express their mass by being finished in fiber cement siding, stucco, cultured stone, natural stone, or brick. Any other exterior products may be used upon specific



approval of the Committee however vinyl siding may not be used on any structure. Round or semi-round log siding is also prohibited. No building or structure shall have a metal outer wall or wall covering without the approval of the Committee. The following siding materials are the only siding materials permitted without the approval of the Committee:

- a) Manufactured sidings, boards, or shingles of weather-resistant natural wood, tight grade knot or better. Vinyl, aluminum and grooved plywood are not permitted.
- b) Plaster, including stucco, Dri-vit, and similar systems, which shall be seamless except for expansion joints.
- c) Brick, natural stone, or cultured stone. Unfinished concrete or concrete block is not permitted.

6.13.2 **Fences.** Lot owners and/or builders shall install side yard fences of the same precast RhinoRock fence installed by the Declarant around the permitter of the subdivision. The height and placement of all fences shall be in conformity with Murray City requirements. All fence materials and placement of all fences must be approved by the Committee prior to erection. Lot owner acknowledges and agrees that the Declarant has installed all rear and side-yard permitter fences as near to the Lot line as practicable.

**Parking Requirement.** Overnight owner, tenant, or visitor parking is not permitted on any of the private or public dedicated streets in the Subdivision. Permanent or long-term (more than 2 consecutive hours) daytime owner, tenant, or visitor parking is not permitted on any of the private or public dedicated streets in the Subdivision. It is the responsibility of each Lot owner, their successors and assigns to provide parking facilities as needed on their own Lot.

6.14 **Commencement of Construction.** With the exception of lots owned by the Declarant, its successors and/or assigns, all lots purchased by owners within the Subdivision shall commence construction of an approved single-family residence within twelve (12) months from the date of purchase.

6.15 **Signs.** Signs shall be allowed only as approved by Murray City and the Committee.

## ARTICLE VII

### ADDITIONAL COVENANTS

7.1 Concrete Maintenance. Each Lot owner shall at all times keep the curb and gutter in front of its Lot in good condition and shall repair any cracks or breaks in such concrete within a reasonable time, not to exceed sixty (60) days, after receiving notification from the Committee to do so.

7.2 Noxious or Offensive Activities. No noxious or offensive activity shall be carried on upon any Lot within the Subdivision, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood. The Committee shall have the authority to determine if an activity is noxious or offensive and constitutes an annoyance or nuisance to the Subdivision.

7.3 Drilling and Mining. There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any Lot.

7.4 Rubbish. No rubbish shall be stored or allowed to accumulate on any Lot, except in sanitary containers. Each Lot owner shall be responsible to have and maintain a sanitary container sufficient to maintain rubbish generated or accumulated on such Lot and the building and structures located thereon.

7.5 Construction Debris. All Lot owners shall properly maintain their Lots during the construction period so as to ensure that no "spoils" or any other debris from construction shall be permitted to blow or otherwise be deposited upon any adjoining Lot or upon any other private or public property or public right-of-way. Lot owners shall take whatever action is necessary to prevent run-off onto, and resultant erosion of, adjoining private property. Lot owners agree that the Declarant or the Committee shall be empowered to clean up any and all "spoils" or construction debris which are located upon any adjoining public or private property resulting from activities of a Lot owner, his builder or any other person employed or otherwise controlled by a Lot owner, and record a lien against the Lot owner's property to secure the repayment of all sums expended by the Committee or by the Declarant in cleaning up and removing said "spoils" and debris from adjoining public or private property if the same is not voluntarily cleaned up and removed by the Lot owner within forty-eight (48) hours of written notice from the Declarant or the Committee identifying the required clean up and removal work.

## **ARTICLE VIII**

### **MANNER OF VOTING**

In voting, pursuant to the provisions of Article II, Article IV and Article V hereof, the owners of record of each Lot shall be entitled to one vote for each Lot owned, and any amendment or repeal of this Declaration or change in the membership of the Committee resulting from any such vote shall be evidenced by an appropriate written instrument signed by the required number of Lot owners, which instrument shall be acknowledged and promptly recorded in the County Recorder's Office, Salt Lake County, Utah.

## **ARTICLE IX**

### **VIOLATIONS OF RESTRICTIONS**

Violation of any of the covenants, conditions, restrictions, stipulations, or agreements herein contained shall give the Committee, the Declarant and their successors and assigns, the right to enter upon the Lot on which said violation or breach exists, and to summarily abate and remove, at the expense of the owner, and erection, thing or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any covenant, condition, restriction, stipulation, or agreement of this Declaration is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by Law against a nuisance, either public or private, shall be applicable against such condition. Such remedy shall be deemed cumulative and not exclusive.

## **ARTICLE X**

### **GENERAL PROVISIONS**

10.1 Effect of Waiver or Breach or Failure to Enforce. Each and all of the covenants, conditions, restrictions, stipulations, and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions, stipulations, or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions, stipulations, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, stipulations, and agreements contained herein, nor shall failure to enforce any one of such covenants, conditions, restrictions, stipulations, or agreements, either by forfeiture or otherwise, be construed as a waiver of any other covenant, condition, restriction, stipulation, or agreement contained in this Declaration.

10.2 Severability. Invalidation of any one of or any portion of any one of these covenants, conditions, restrictions, stipulations, and agreements by judgment or court order shall in nowise affect any of the other provisions of this Declaration which shall remain in full force and effect.

10.3 Construction Principles. Words in any gender shall be deemed to include the other genders. The singular shall be deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and shall have no significance in the interpretation of this Declaration.

10.4 Attorneys' Fees and Costs. In the event any claim demand or lawsuit is made or instituted to enforce any of the provisions contained in this Declaration, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fee and all court costs, as determined by the court.

10.5 Relationship to City, County and State Ordinances. The provisions contained in this Declaration are in addition to the effective laws and ordinances of Murray City, Salt Lake County and the State of Utah. In the event of any conflict between the provisions of this Declaration and the effective laws and ordinances of Murray City, Salt Lake County, and the State of Utah, the most restrictive provision shall apply.

IN WITNESS WHEREOF, the undersigned has executed this document this 25 day of March, 2022

DECLARANT:  
MASH FARM, LLC

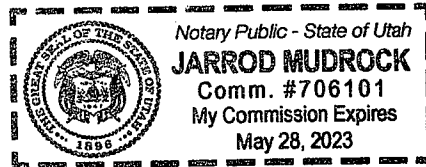
By: Kent Beers

Print Name and Title: Kent Beers, Manager Mash Farm, LLC

STATE OF UTAH )  
COUNTY OF SALT LAKE )

On the 25 day of March, 2022, personally appeared before me,  
Kent Beers, known to me to be the signer of the foregoing instrument,  
who duly acknowledged to me that he executed the same for and  
on behalf of the Declarant as its Manager.

WITNESS my hand and official seal.



[Signature]  
NOTARY PUBLIC

# EXHIBIT A

## Mash Farm Estates

Beginning at a point on the Northerly Right-of-Way Line of 4800 South Street, said point being South 499.12 feet and West 471.13 feet from an existing Witness Corner which is South 00°57'53" East 345.05 feet from the Northeast Corner of Section 7, Township 2 South, Range 1 East, Salt Lake and Base Meridian; and running  
thence North 78°57'30" West 265.95 feet along said Northerly Right-of-Way Line;  
thence North 25°28'47" East 134.54 feet;  
thence North 63°07'00" West 58.70 feet;  
thence Westerly 25.16 feet along the arc of a 18.00 foot radius curve to the left (center bears South 26°52'59" West and the chord bears South 76°50'50" West 23.16 feet with a central angle of 80°04'19");  
thence Southwesterly 35.34 feet along the arc of a 54.50 foot radius curve to the right (center bears North 53°11'18" West and the chord bears South 55°23'12" West 34.72 feet with a central angle of 37°09'00");  
thence South 26°53'00" West 116.41 feet to said Northerly Right-of-Way Line of 4800 South Street;  
thence North 78°57'30" West 110.84 feet along said Northerly Right-of-Way Line to the Easterly Boundary Line of Carriage Creek Subdivision Plat 1, recorded as Entry No. 5844244 in Book 94-6 at Page 170 in the Office of the Salt Lake County Recorder;  
thence North 01°50'00" East 325.52 feet along said Easterly Boundary Line to an existing chain link fence; thence South 69°54'24" East 77.27 feet along said chain link fence;  
thence South 71°51'14" East 130.01 feet along said chain link fence;  
thence North 88°26'54" East 1.01 feet to the Southwest Corner of Lot 3 of Shandowns Subdivision, recorded as Entry No. 2639061 in Book 74-7 at Page 121 in the Office of the Salt Lake County Recorder;  
thence South 71°02'41" East 79.92 feet along the Southerly Boundary of said Lot 3 to the South common corner of Lot 2 and 3 of said Shandowns Subdivision;  
thence North 23°00'00" East 79.82 feet along the Easterly Boundary Line of said Lot 3 to the Southerly Right-of-Way Line of Spruce Glen Road;  
thence South 67°00'00" East 178.34 feet along said Southerly Right-of-Way Line to the Northeast Corner of said Lot 2;  
thence South 77.51 feet along the Easterly Boundary Line of said Lot 2 and its extension to the Northerly Boundary Line of Spruce Hill Subdivision, recorded as Entry No. 6452439 in Book 96-9p at Page 303 in the Office of the Salt Lake County Recorder;  
thence North 71°59'55" West 31.49 feet along said Northerly Boundary Line to the Northwest Corner of Lot 3 of said Spruce Hill Subdivision;  
thence South 04°18'00" East 260.46 feet along the Westerly Boundary Line of said Spruce Hill Subdivision to the point of beginning.

Situated in Salt Lake County, State of Utah

APN: 22-07-228-004-0000 and 22-07-228-008-0000