

Office of the Davis County Recorder

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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Recorder
Richard T. Maughan
Chief Deputy
Laile H. Lomax

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THE DOCUMENT HEREIN RECORDED IS A Declaration
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**DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS,
CONDITIONS, AND RESTRICTIONS
AFFECTING THE REAL PROPERTY OF
CRAYTHORN HOMESTEAD PHASE 4
WEST POINT CITY, DAVIS COUNTY, STATE OF UTAH**

THIS DECLARATION is made by CRAYTHORNE HOMESTEAD, LLC, hereinafter referred to as "Declarant."

WITNESSETH:

Whereas, Declarant (hereinafter defined) is the legal and beneficial Owner of the real property referred to as the "Subdivision" (hereinafter defined) and specifically described in Article I of this Declaration;

Whereas, Declarant wishes to subdivide the real property described in Article I hereinafter into Lots (hereinafter defined) for the construction of private single-family dwellings;

Whereas, Declarant wishes to subject the Subdivision to the effect of certain covenants, agreements, conditions, and restrictions set forth in this Declaration; and

Whereas, this Declaration is intended to impose upon the Subdivision mutually beneficial covenants, agreements, conditions, and restrictions to create mutual and equitable servitudes upon each and every Lot within the Subdivision in favor of every other Lot within the Subdivision, to create reciprocal rights and obligations between the respective Owners of all such Lots, and to operate as covenants running with the land for the benefit of all other Lots within the Subdivision;

NOW, THEREFORE, Declarant does hereby subject the Subdivision real property described in Article I to the effect and operation of the covenants, agreements, conditions, and restrictions set forth herein for the purpose of protecting the value and desirability of the Subdivision. The covenants, agreements, conditions, and restrictions herein shall run with the land and real property described in Article I and shall be binding upon all parties having any right, title, or interest in the Subdivision. The Subdivision (and any Lot therein) shall be held, sold, conveyed, leased, occupied, resided upon, hypothecated, and mortgaged subject to the covenants, agreements, conditions, and restrictions set forth in this Declaration.

ARTICLE I

PROPERTY DESCRIPTION

The real property referred to above and hereinafter (the "Subdivision") is located in West Point City, Davis County, State of Utah. As per the legal description on the plat recorded at the Davis county recorders office.

**all of Lots 401 through 417 inclusive,
CRAYTHORN HOMESTEAD PHASE 4
WEST POINT CITY, DAVIS COUNTY, STATE OF UTAH**

**ARTICLE II
DEFINITIONS**

Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration, shall have the following meanings:

"City" means West Point City, Utah and its appropriate departments, officials, and boards.

"Committee" means the Architectural Control Committee created under Article III of this Declaration.

"Developer" means and refer to Craythorne Homestead LLC.

"Declarant" means and refer to Craythorne Homestead LLC.

"Association" means the homeowners association for the all phase know as Craythorn Homestead. Homeowners Association. The purpose of the Association is to maintain, repair, the landscaping in the Detention area located in phase 3 and one that will be in future phase 5. Landscape areas that are located around the perimeter of phase 1,3,5 (west side of cold spring road 4000 West) and (east side of 4500 West) and southside of the state Hwy 193.

"Bylaws" means the bylaws of the Association, as amended from time to time.

"Declaration" means this Declaration of Covenants, Agreements, Conditions, and Restrictions, together with any subsequent amendments or additions.

"Dwelling" means the single family residence built or to be built on any Lot, including the attached garage.

"Improvement" means all structures and appurtenances of every type and kind, including but not limited to, buildings, dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellites dishes, or other antennas, and any mechanical equipment located on the exterior of any building.

"Lots" means any numbered building Lot shown on any official Plat of all or a portion of the Subdivision.

"Owner's" mean the person or persons having title to any Lot. Owner shall mean the person holding fee simple title, including the Declarant and buyers under any contract for deed, but shall exclude any person or entity holding title for purpose of securing performance of any obligation, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage.

“Plat” means an official ownership Plat of as approved by West point City and recorded in the office of the Davis County Recorder, as it may be amended from time to time.

“Subdivision” means the Craythorn Homestead Subdivision and all Lots and other property within the Subdivision as shown on the official Plans.

“Subdivision Improvements” means all Subdivision improvements to be installed outside of the boundaries of Lots or within easements as identified on the Plats that are necessary to provide public road access and utility service to the Lots, including other construction work required to comply with any conditions of the City, County, or other governmental agencies to the approval of the Subdivision or any Plat thereof.

“Common Area” Common Area is the three areas that will be the responsibility of the Association to maintain which is the purpose for the creation of the Homeowners Association.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

3. It is the intention and purpose of this Declaration to impose architectural standards on the Improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of Lot coverage, proportion, materials, colors and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Committee which is empowered to oversee and enforce the architectural design standards set forth in the Declaration.

3.1 Architectural Control Committee Created: The Architectural Control Committee (the “Committee”) will consist of two members. The initial Committee will consist of Jerry Preston, Erik Craythorne. After 90% of the Lots have been built on (i.e., certificates of occupancy have been issued by the City): (A) any Committee member may be removed at any time by the vote of a majority of the Owners (determined by the number of Lots); (B) any vacancy on the Committee will be filled by a vote of the Owners by majority vote (determined by the number of Lots); and (C) all Committee members must be Owners.

However, the Committee may wish to retain a qualified planning or architectural professional to handle the day to day work of the Committee.

3.2 Approval by Committee Required: Improvements of any kind, including without limitation, the construction of any Dwelling, garage, or out-building in excess of 100 square feet shall require approval of the Committee. Approval of the Committee will be sought in the following manner:

(A) Plans Submitted: Plans for the construction of any new Dwelling or other structure on the Lot must be submitted to the Committee for review. The plan must be in sufficient detail to show the location on the Lot of the exterior walls of the Dwelling or other structure. The plan shall also include a detailed drawing of all elevations of all buildings, showing locations of windows, doors, roof pitches, decks, and other exterior elements. In the case of an addition or modification of

an existing Dwelling, the Committee may waive any of the foregoing it feels are unnecessary to its review of the remodel or addition.

(B) **Review Fee:** The applicant may be asked to pay a review fee to the Committee in an amount necessary to cover the cost of review and administration of the program in an account to be established from time to time by the Committee. The initial fee shall be \$200.00 for each new Dwelling and \$50.00 for each addition or remodel. The Committee may increase these fees, from time to time, to take into account inflation and other appropriate factors.

(C) **Review:** Within 15 days from receipt of a complete submission, the Committee will review plans and make an initial determination whether or not the plans comply with the conditions imposed by this Declaration. If they do not, the plans will be rejected. If the plans are in compliance, the Committee will approve the plans. The Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Committee will review preliminary plans and make its comments known to the Owner; provided, however, that no preliminary approval is to be considered a final approval and no final approval will be granted on less than a complete submission. Upon approval, the Committee and the Owner will each sign a copy of the plans, one of which shall be left with the Committee. No construction that is not in strict compliance with the approved plans will be permitted.

(D) **Failure to Act:** If the Committee has not approved or rejected any submission within 45 days after submission of complete plans, the submission shall be deemed to have been disapproved.

3.3 **Variances:** Variances to the design standards contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot; provided, however, that any variance granted pursuant to this Section 3.3 must be consistent with the intent of this Declaration. The Committee cannot grant any variance that has the effect of modifying applicable zoning or building code regulations. The burden of obtaining a variance is entirely on the applicant.

3.4 **General Design Review:** The Committee will use its best efforts to provide a consistent pattern of development and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive, and well-designed community.

3.5 **Declarant and Committee not Liable:** The Declarant, the Committee, and its members shall not be liable to the applicant or to the Owners for any damages to the Owners of any Lots within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted to the Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Declarant or Committee as a result of the performance or failure to perform the duties created by this Declaration.

3.6 Limitation on Review: The Committee's review is limited to those matters expressly granted in this Declaration. The Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. The Committee prior to construction must approve corrections or changes in plans to bring them into conformity with applicable codes.

3.7 Penalty for Failure to File Plans with Committee: The Committee is authorized to retain legal counsel and to instigate legal proceedings against any Owner, contractor, or any other person or entity who proceeds with construction on any Lot without first applying for and receiving the approval of the Committee. The Committee may give 10 days written notice of such failure to file plans and then may proceed with any and all legal remedies. Or, if the Committee believes that more prompt action is required, the Committee may forego the 10-day notice and proceed immediately to pursue legal remedies.

ARTICLE IV BUILDING RESTRICTIONS

4. Land Use and Building Type: No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family Dwelling. Lots shall be used only for private residential purposes. No prefabricated home or structure of any kind shall be moved upon a Lot. Detached garages and storage sheds shall be permitted, but must be expressly approved by the Committee, with such approval being warranted by Lot size and topography. No barn, trailer, temporary structure, or other outbuilding shall be permitted, with the exception that the Developer shall be permitted to maintain a temporary, portable sales office in the Subdivision until 100% of the Lots are sold. No building shall remain incomplete for a period of time in excess of one year from the date the building was started, unless expressly permitted by the Committee.

4.1 Architectural Control: No building shall be placed or altered on any Lot until the construction plans, plot plan, elevation plan, and specifications of the proposed structure have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence, wall, or outbuilding shall be erected, placed, or altered on any Lot unless similarly approved before construction begins.

4.2 Dwelling Quality and Size: The building side and building materials shall be restricted as follows:

(A) In a one-story home, which is one story above the curb level, the floor, exclusive of porches, garages, patios, and basement, shall not be less than 1,700 square feet with a (3) car garage or not less than 2000 square feet with a (2) car garage.

(B) In a two-story home, which is two stories above the curb level, the total floor area shall not be less than 2,500 square feet, exclusive of porches, garages, patios and basements.

(C) In a multi-level home, (i.e. three or four level split) the levels above the curb level, exclusive of porches, garages, patios, and basements shall not be less than 2,200 square feet with a (3) car garage or not less than 2,500 square feet with a (2) car garage.

(D) All homes shall have, as a minimum, a two-car garage with not less than 575 square feet.

- (E) No Dwelling shall exceed two stories above the curb level.
- (F) All exterior materials shall be approved by the Committee prior to commencement of construction.
- (G) Aluminum can be used in soffit and fascia areas only. All fascia's must be a minimum of 6" in height
- (H) Exterior veneer may be stone, brick, cement board or LP Smart siding , or wood combination, but at least 50% of the front shall be brick, if brick is used, and at least 40% of front shall be rock. Side and rear of home shall be stone, brick, stucco, or wood combinations, or any one individually. No aluminum or vinyl siding is allowed on the vertical walls of the home.
- (I) Roofing material shall be cedar shake, tile, or architectural grade asphalt shingles with a minimum of a 30 year warranty and with a built-up type finish (high profile hip and ridge) on all roof ridges.
- (J) All Dwellings shall be located on the Lot unless it complies with applicable zoning ordinances and the setback requirements established by such ordinances.
- (K) The minimum square footage cited in this paragraph can be waived if prior written approval of the Committee is obtained and the Lot size and topography justify the waiver.
- (L) No more than 3 feet of foundation wall shall be exposed above final grade. All exposed foundation shall have a plaster finish.
- (N) All fireplace vents shall be enclosed in a chimney chase except those ending in a direct vent.
- (M) Fences shall be kept to a minimum to encourage the use of natural habitat and aesthetics. All fencing must be of a vinyl composite. See also Section 4.1 above.
- (N) No roof antennas are permitted. No large, ground mounted satellite dishes are permitted. Small satellite dishes may be mounted on the roof, but out of view from the street, if possible. Any other type of receiving or sending device, such as those needed for ham radio, citizen band, or radio antenna can only be permitted by approval of the Committee.
- (O) Within one year after final inspection for occupancy, the front and side yards shall be planted in lawn or other acceptable landscaping so as not to negatively impact the aesthetics of the Subdivision. Trees, lawns, shrubs, or other planting shall be property nurtured and maintained or replaced at the Owner's expense.
- (P) Owners must contact the U.S. Postal Service to find location and requirements for all mailboxes.

ARTICLE V RESTRICTIONS ON ALL LOTS

5. The following restrictions on use apply to all Lots:

5.1 Zoning Regulations: The lawfully enacted zoning regulations of the City and any building, fire, and health codes are in full force and effect in the Subdivision and no Lot may be occupied in a manner that is in violation of any statute, law, or ordinance.

5.2 Right to Farm Notice: The area surrounding the subject Subdivision has, for many years, been an agricultural community and it is anticipated that agricultural uses in the areas will continue on properties in the general vicinity of the Subdivision. Protection and preservation of

agricultural land uses is a goal of the Declarant and of the City. **Therefore, persons buying Lots within the Subdivision are, by this provision, put on notice that farm work hours run late, begin early, and that farm operations may contribute to noises and odors objectionable to some Subdivision residents.**

5.3 No Mining Uses: The property within the Subdivision shall be used for residential purposes only and no mining, drilling, prospecting, mineral exploration, or quarrying activity will be permitted.

5.4 No Business or Commercial Use: No portion of the Subdivision may be used for any commercial business use; provided, however, that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until 100% of the Lots are sold, whichever occurs later or (b) the use by any Owner of his or her Lot for a home occupation pursuant to City ordinance.

5.5 Restriction of Sign: No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of four square feet identifying the contractor and/or architect of any Dwelling unit while it is under construction. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations and no such sign may exceed four square feet. The Declarant may erect a sign at the entrance to the Subdivision until 100% of the Lots have been sold, announcing the availability of Lots and giving sales information. No permanent sign stating the address or the name of the Owner of any Lot may be installed without the advance consent of the Committee.

5.6 Completion Required Before Occupancy: No Dwelling may be occupied prior to its completion and issuance of a certificate of occupancy by the City.

5.7 Dwelling to be constructed first: No garage, storage unit, or other out building may be constructed prior to the construction of the Dwelling on the Lot.

5.8 Livestock, Poultry, and Pets: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not bred or maintained for any commercial purpose and are restricted to the Owner's control; provided further that no more than two such household pets shall be kept on any Lot. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the residence of the Owner, or within the fenced confines on the premises of the Owner. Fierce, dangerous, or vicious animals, or animals that cause a nuisance by barking or other offensive activity, shall not be permitted.

5.9 Underground Utilities: All gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service installations entirely within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

5.10 Service Yards: There shall be no clotheslines. With the exception of air conditioning units, exterior mechanical equipment must be screened in a manner approved by the Committee so that it is not visible from adjoining Lots.

5.11 Maintenance of Property: All Lots and the Improvements on them shall be maintained in a clean, sanitary, and attractive condition at all times. No Owner shall permit his or her Lot or the Improvements on it to fall into disrepair.

5.12 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried out on any Lot, including the creation of loud, offensive noises, or odors that detract from the reasonable enjoyment of nearby Lots.

5.13 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 and which would cause the cancellation of a conventional homeowner's property & casualty or liability insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive, or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or dangerous fireworks, and setting open fires (other than properly supervised and contained barbecues).

5.14 No Unsightliness: No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of any Dwelling or addition), inoperable motor vehicles, accumulations of lawn or tree clippings accumulations of construction debris or waste, household refuse or garbage except as stored in tight containers, and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is unsightly to the other Owners. All vehicles and trailers that are not stored in the garage must be parked on a recreational vehicle parking slab behind an imaginary line parallel with the front of the garage.

5.15 No Annoying Lights: Any outdoor lighting shall be subject to prior approval by the Committee and not outdoor lighting shall be permitted except for the lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City. A front yard security light for each residence is allowed.

5.16 No Annoying Sounds: No loud sounding devices may be used or maintained on any Lot that would create noise that might be unreasonable or annoyingly loud to adjoining Owners, except for security of fire alarms.

5.17 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.

5.18 House Footing Drain Notice Craythorn Homestead phase 1 does not have a footing drain system installed.. The subdivision has had geo- engineer set recommendations of finished basement floor elevations. It is required that each Dwelling constructed in the Subdivision built as per the recommendations of the engineer.

“Basement depths shall be based upon the recommendations of the Geotechnical Engineer’s letter dated March 29, 2018 on file in the West Point City Office

5.19 No Fuel Storage: No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on any Lot. Dwellings shall be heated with natural gas, solar, or electric heat. Propane and other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

5.20 Drainage: No Owner shall alter the direction of natural drainage from his or her Lot, nor shall any Owner permit accelerated storm run-off to leave his or her Lot without first using reasonable means to dissipate the flow energy. Drainage easements for the Subdivision have been created for the express purpose to accommodate the flow of drainage water.

5.21 Vehicles Restricted to Roadways: No motor vehicle will be operated in the Subdivision except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any Lot except for ingress and egress or while loading the equipment for lawful transport on public streets.

5.22 No Re-Subdivision: Not Lot may be re-subdivided without the consent of the Committee and no re-subdivision of any Lot may result in the construction of any additional Dwellings within the Subdivision.

5.23: HOA this subdivision will part of a Homeowners association Craythorn Homestead Homeowners Association. Purpose will be to maintain the landscape buffer and fences along Cold Springs Road (4000 west street). and 4500 west street and south side of Hwy 193. The association will also have responsibility to maintain the detention pond that will be in the proposed phase 3,5 subdivisions. All phase of the Craythorn Homestead subdivision master plan will become members of the Craythorn Homestead Homeowners Association.

ARTICLE VI GENERAL PROVISIONS

6. Remedies for Violations/Enforcement: The Declarant, the Committee, and the Owners, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of the covenants, agreements, conditions, or restrictions contained herein. The Declarant and the Committee expressly reserve, in case of any violation of any of the conditions or upon a breach of such covenants, agreements, conditions, or restrictions, the right to enter the Lot upon which the offending condition or violation may exist and summarily abate or remove the condition or violation that may exist or be thereon contrary to the intent and meaning of the provisions hereof. Neither the Declarant nor the Committee shall, by reason thereof, be deemed guilty of any manner of trespass of said entrance, abatement or removal. Any such abatement or removal shall be at the cost and expense of the Owner of the Lot upon which such condition or violation may exist. The failure to promptly enforce any covenant, agreement, condition, or restriction contained herein shall

not be deemed a waiver of the rights to do so thereafter as to the same violation or as to one occurring prior or subsequent thereto.

The rights granted or retained herein to enforce this Declaration shall be cumulative and are not intended to exclude any other remedies, which may be available to any person in law or in equity.

6.1 Easement: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plats of the Subdivision. No structure, planting, or other material shall be placed or permitted to remain in such a way as to damage or interfere with the installation and/or maintenance of easements for utilities and drainage facilities.

6.2 Binding Effects/Terms: The covenants, agreements, conditions, and restrictions herein shall run with the land and shall be binding upon all Owners and all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time, this Declaration shall be automatically extended for successive periods of ten (10) years.

6.3 Severability: It is expressly agreed that in the event any covenant, agreement, condition, or restriction herein contained or any portion thereof is held invalid or void by a court of competent jurisdiction, such invalidity or voidance shall in no way affect remaining covenants, agreements, conditions, and restrictions and such void or invalid term shall be severed from this document and the remainder shall remain in full force and effect.

6.4 Acceptance of Restrictions: All purchasers of Lots shall, by acceptance of delivery of any deed, or by purchasing under a contract, or by acquiring any interest in any Lot, or any portion thereof, shall be deemed to have consented and agreed to abide by all of the restrictions, conditions, covenants, and agreements set forth herein.

6.5 Accepted Declarant Activities: Nothing in this Declaration shall prevent Declarant or Declarant's employees, contractors, or sub-contractor from working on any part or parts of the Subdivision as they determine may be reasonably necessary or advisable in connection with the development of the Subdivision, including, but not limited to, construction and maintenance of such structures, including model homes, as may be reasonably necessary for the completion of the development of the Subdivision; conducting the business of establishing the Subdivision as a residential community for the sale of Lots; and the maintaining of such signs on any of the Lots owned or controlled by the Declarant or the Declarant's employees as may be reasonably necessary.

6.6 Enforcement. The Declarant, the Committee, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges not or hereafter imposed by the provisions of this Declaration. Failure by the any person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.7 Amendment. This Declaration may be amended, abolished, or otherwise changed at any time by the vote of 2/3 of the Owners (determined by counting Lots), followed by recording the approved amendment or other action at the Davis County Recorder's Office, signed by all Owners who approved the action.

6.8 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Subdivision. Failure to enforce any provision hereof shall not constitute a waiver of the rights to enforce said provision or any other provision hereof.

6.9 Governing Law and Jurisdiction. Interpretation and enforcement of this Declaration shall be according to the laws of Utah. Jurisdiction and venue of any dispute hereunder shall be only in courts located in Davis County, Utah.

6.10 Default. If any party governed by the terms of this Declaration defaults under any provision hereof, that defaulting party shall pay all costs and attorneys' fees incurred by any other party to enforce the provisions hereof, whether incurred through formal lawsuit or otherwise.

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

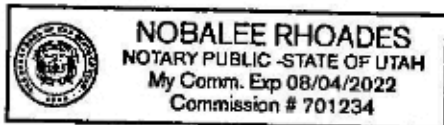
6.12 Paragraphs, Numbers and Headings. Headings and paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction or effect hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

By 
JERRY PRESTON, Member Craythorne Homestead, LLC

STATE OF UTAH :
: ss.
COUNTY OF DAVIS :

On the 22 day of April, 2022 the foregoing instrument was acknowledged before me by JERRY PRESTON, as member Craythorne Homestead, LLC.




NOTARY PUBLIC