

**AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
CANYON COVE LEISURE HOMES
A RETIREMENT COMMUNITY**

The Canyon Cove Leisure Homes Owners Association hereby amends ARTICLE XI – GENERAL PROVISIONS – SECTION 1. ENFORCEMENT of the DECLARATION OF COVENANTS OF CONDITIONS AND RESTRICTIONS OF CANYON COVE LEISURE HOMES A RETIREMENT COMMUNITY, recorded August 13, 1993 in Book 748, at page 786, as Entry No. 440999 in the Office of the County Recorder of Washington County, State of Utah, encompassing Phase 1(W), 2A(W), 2B(W), 2C(W), 3(W), 4(W), 5(W), 6(W), of Canyon Cove Leisure Home Community, according to the plats thereof filed in the County Recorder’s office of Washington County, State of Utah, to read as follows:

ARTICLE XI – GENERAL PROVISIONS

Amended and superseded as shown in RED as follows:

Section 1. Enforcement. The Association, the Declarant, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, or any rule of the Association, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any owner to enforce any covenant or restriction herein contained or any rule of the Association shall in no event be deemed a waiver of the right of the Association or any owner to do so thereafter. In the event the action, with or without suit, is undertaken to enforce any provision hereof or any rule of the Association, the party against whom enforcement is sought shall pay to the Association or enforcing owner a reasonable attorney’s fee. The Trustees may levy a fine or penalty not to exceed 10% of the amount of the maximum annual assessment of up to \$500.00 per violation and/or continuing violation for any owner who fails to refrain from violation of these covenants or a rule of the Association, after five (5) days mailed notice, or 48 hours of an hand delivered or emailed notice. Subsequent or continuing fines or penalty will be levied as stated in the Fine Resolution developed by the Board of Trustees.

IN WITNESS WHEREOF, CANYON COVE LEISURE HOME OWNERS ASSOCIATION has executed this Amendment to the Declaration as of the 21 day of March, 2022, in accordance with the Declaration.

This amendment was approved by an affirmative vote of more than 67% of the homeowners of the Canyon Cove Leisure Homes Owners Association at the March 7, 2022 Annual Homeowners Meeting.

Cheryl Russell
Cheryl Russell – President
Canyon Cove Leisure Homes Owners Association

Date 3/21/2022

State of Utah)
ss

County of Washington)
On this 21st day of March, 2022 before me Tyler Burrows a notary public, personally appeared Cheryl Russell proved on the basis of satisfactory evidence to be the person(s) whose name (s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Tyler Burrows

