

WHEN RECORDED, MAIL TO:  
Bruce J. Nelson  
Nelson Christensen Hollingworth & Williams  
5292 College Drive, Suite 203  
Murray, UT 84123

13305697  
6/23/2020 9:33:00 AM \$40.00  
Book - 10965 Pg - 6621-6626  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
NELSON CHRISTENSEN  
BY: eCASH, DEPUTY - EF 6 P.

Space above for County Recorder's use

**COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
LILY COVE SUBDIVISION  
(A PRIVATE SUBDIVISION)**

These COVENANTS, CONDITIONS, AND RESTRICTIONS (“**Declarations**”) are made this 14th day of May, 2020 by **CANYON COVE HOMES, LLC**, a Utah limited liability company (the “**Declarant**”).

Declarant holds legal title to a certain tract of real property (“**Property**”) located in Salt Lake County, Utah, and more particularly described on the attached Exhibit “A”. The Property is intended for use as a private residential subdivision and will be known as “Lily Cove Subdivision” (“**Subdivision**”). Declarant intends to establish and maintain standards which protect the value, integrity, and desirability of the Property and Subdivision. Accordingly, by this Declaration, Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Property and Subdivision and the interests therein conveyed. The provisions of this Declaration shall apply to all real property included in the legal description of the Property on the attached Exhibit “A”.

NOW, THEREFORE, it is hereby declared as follows:

**ARTICLE I**  
**Declaration**

1.1 Declaration. The Property and Subdivision shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following covenants, conditions, restrictions, and limitations, all of which shall constitute covenants which run with the land and shall be binding on and be for the benefit of Declarant, its successors and assigns, and all owners of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees, and assigns, all as set forth herein. No commercial ventures or businesses may be conducted or maintained on the Property.

1.2 Acceptance of Interest in Property. The acceptance of any deed or other interest in and to the Property shall constitute a covenant and agreement with Declarant and with each

other to accept and hold each lot described and other property subject to the covenants contained in this Declaration.

**ARTICLE II**  
**Homeowner's Association and Membership**

2.1 Homeowner's Association. Concurrent with the execution of this Declaration, Declarant has established a homeowner's association ("Association") to be operated as a non-profit corporation established and to be operated under the laws of the State of Utah. The Association shall be established through the execution of separate organizational documents. The Association shall perform the tasks enumerated below to coordinate future construction of improvements in the Property and the Subdivision.

2.2 Ownership. The owners of each lot in the Subdivision shall jointly own one (1) share of stock in the Association and be entitled to all incidents of ownership therein.

2.3 Common Areas. Certain portions and areas of the Property and the Subdivision have been designated as property to be owned and maintained by the Association for the benefit and enjoyment of all owners in common. Accordingly, owners of lots will be assessed to bear their proportionate share of common area expenses owned by the Association, all in accordance with the provisions of this Declaration and the Bylaws of the Association. All owners of lots in the Subdivision, members of their families residing with them, and their guests shall have a non-exclusive right to use and enjoy the common areas subject to such rules as may be adopted by the Association. Lily Cove Lane shall be maintained and serviced by the Association.

2.4 Services. The Association shall also be empowered and obligated to perform services for owners of lots, such as snow removal on the subdivision street, maintenance and improvements of any common areas owned by the Association, lighting of streets, garbage pick up, etc.

2.5 Water Meter. Lot 1 of the Lily Cove Subdivision has its own water meter and is not subject to the provisions of this subsection. Lots 2, 3 and 4 of the Lily Cove Subdivision share a water meter. The monthly water bill incurred by the owners of Lots 2, 3 and 4 shall be paid by the Association, and thereafter the Association shall assess to such owners their proportionate share of the water bill. The owners of Lots 2, 3 and 4 shall be assessed an equal amount of each water bill, unless such owners agree to a different arrangement or the Association can clearly identify through evidence that one of the owners shall be assessed more than their proportionate share because of excessive usage.

**ARTICLE III**  
**Residential Use and Construction Rules**

3.1 Residential Use Only. All lots in the Subdivision shall be used for single family residential purposes only and uses commonly associated therewith. No building shall be erected,

altered, placed, or permitted to remain on any lot other than those in compliance with the provisions of this document.

3.2 All improvements to any property in the Subdivision shall conform to all municipal, county, state, federal, or other governmental regulations, codes, ordinances, and laws, including but not limited to:

3.2.1 Building codes, including the obtaining of necessary building permits and payment of applicable fees;

3.2.2 All required governmental inspections;

3.2.3 Applicable utility company regulations and guidelines; and

3.2.4 Zoning ordinances.

#### **ARTICLE IV** **Assessments**

4.1 Authority to Assess. The Association shall have power and authority to assess the individual lots for the financing of maintenance, repairs, and improvements to the road and any common areas owned by the Association or to be maintained by the Association. Assessments may be payable no more often than on a monthly basis. The Association shall also have the right to make special assessments for extraordinary expenses, such as capital improvements, etc., subject to the Bylaws of the Association. The Association has authorized an initial assessment upon the first sale of each lot to create a reserve account for the Association. Such initial assessment shall be the sum of \$250.00.

4.2 Right to Lien. Any Association assessment unpaid by a lot owner for a period in excess of thirty (30) days shall be subject to a lien of the Association. Any assessment unpaid for such thirty (30) day period shall thereafter bear interest, until paid, at the rate of five percent (5%) per annum, together with a late fee of ten percent (10%) of the unpaid assessment. The Association shall also be entitled to all costs of collection, including a reasonable attorney's fee. Any lien or assessment of the Association shall be subordinate to the lien of any first mortgages now or hereafter placed upon the individual lots subject to the assessments.

#### **ARTICLE V** **Enforcement**

5.1 Legal Proceedings. The obligations, provisions, and covenants contained in this document or any supplemental or amended document shall be enforceable by the Association or by any owner of a lot subject to the Declarations by a proceeding for a prohibitive or mandatory injunction and/or recovery of damages or amounts due and unpaid. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including a reasonable attorney's fees.

5.2 Limited Liability. Neither Declarant, members of the Association, nor any member, agent, or employee of any of the same, shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

**ARTICLE VI**  
**General Provisions**

6.1 Effective Date. The provisions of this document shall take effect when recorded with the office of the Salt Lake County Recorder.

6.2 Duration. These covenants are to run with the land and shall remain in full force and effect for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by three-fourths (3/4) of the lot owners has been recorded agreeing to change said covenants in whole or in part.

6.3 Amendment. The provisions of this document, or any part thereof, as from time to time in effect with respect to all of any part of the Property or Subdivision, may be amended or repealed upon the happening of the following events:

6.3.1 The vote or written consent of owners owning not less than three-fourths (3/4) of the lots in the Subdivision approving the proposed amendment or amendment to this document; and

6.3.2 The recordation of a Certificate by the Association setting forth in full the amendments to this document so approved, including any portion or portions thereof repealed, and certifying that said amendment or amendments have been approved by owners owning the requisite number of lots as described above.

6.4 Waiver. Failure to enforce any provision, restriction, covenant, or condition in this document, or in any supplemental or amended document, shall not act as a waiver of any such provision, restriction, covenant, or condition or of any other provision, restriction, covenant, or condition.

[Remainder of page intentionally left blank]

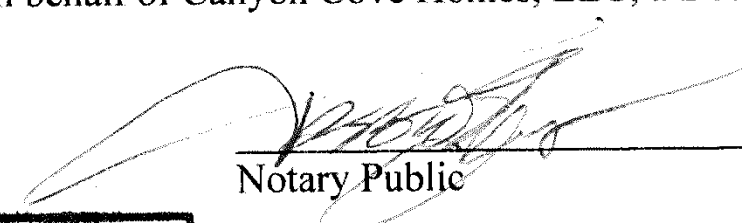
IN WITNESS WHEREOF, Declarant has executed this document on the day, month, and year set forth above.

Canyon Cove Homes, LLC  
a Utah limited liability company

  
By: Michael Brough  
Its: Manager

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

On this 14<sup>th</sup> day of May, 2020, personally appeared before me  
Michael Brough, who duly acknowledged to me that he executed the same in  
the capacity indicated above on behalf of Canyon Cove Homes, LLC, a Declarant herein.

  
\_\_\_\_\_  
Notary Public

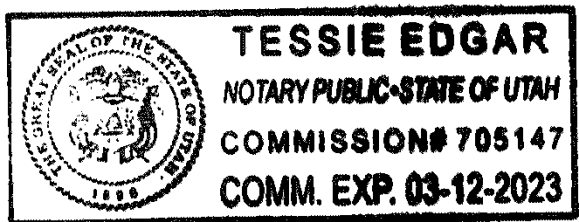


EXHIBIT "A"  
Legal Description of Property

LILY COVE SUBDIVISION

All of LILY COVE SUBDIVISION (including lots 1-4), according to the official plat on file in the office of the Salt Lake County Recorder.

Parcel ID# 14-27-427-039-0000, 14-27-427-038-0000, 14-27-427-037-0000, 14-27-427-036-0000