

After Recording Mail to:  
Liberty Cove at Day Ranch, LC  
9075 South 1300 East, #201  
Sandy, Utah 84094

13282227  
5/28/2020 8:57:00 AM \$74.00  
Book - 10950 Pg - 8883-8888  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
OLD REPUBLIC TITLE DRAPER/OREM  
BY: eCASH, DEPUTY - EF 6 P.

## DECLARATION OF PROTECTIVE COVENANTS FOR LIBERTY COVE at DAY RANCH SUBDIVISION, PHASE 2

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the undersigned, Liberty Cove at Day Ranch, L.C., a Utah limited liability company (the "Declarant" herein), is the owner of the following described real property situated in Bluffdale, Salt Lake County, State of Utah, known as Liberty Cove at Day Ranch Subdivision, Phase 2, consisting of 26 Lots, more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, the Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners, Mortgagees, Occupants, or other holders of an interest in the Subdivision certain mutually beneficial covenants, restrictions and obligations with respect to the Subdivision.

NOW, THEREFORE, in consideration of the premises and as part of the general plan of improvement of the property comprising Liberty Cove at Day Ranch Subdivision, Phase 2, Declarant does hereby declare and establish the following restrictions and covenants with respect to the property herein above described and all lots located therein.

### ARTICLE 1 RESIDENTIAL AREA COVENANTS

1. Planned Use and Building Type

No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than detached single family dwellings not to exceed two stories in height with a private garage for not less than two vehicles and for not more than five vehicles. Mobile homes, manufactured homes or modular homes are not allowed. All components of all dwellings must be substantially built on site and all dwellings must be secured to a permanent concrete foundation.

2. Dwelling Quality and Size

The single family dwelling shall meet or surpass the minimum requirements and codes of structural integrity and size set forth in applicable Bluffdale City Ordinances, the Day Ranch Project Plan, the Amended and Restated Development Agreement for DA1 Development, Inc (Day Ranch), and the Design Guidelines identified therein. Plans and specifications for all dwelling units shall be approved by the Design Review Committee for the Day Ranch Property ("ACR").

3. Building Location

The location of Buildings must conform to the requirements of applicable Bluffdale City Ordinances, the Day Ranch Project Plan, the Amended and Restated Development Agreement for DA1 Development, Inc (Day Ranch), and the Design Guidelines identified therein.

4. **Antennas**  
All antennas are restricted to the attic or interior of the residence. Satellite dish antennas shall be allowed provided they are screened from view. Satellite dish antennas greater than 18 inches in diameter shall not be permitted on roofs.
5. **Easements**  
Public Utility and Drainage Easements for the installation of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water in or through the easements. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
6. **Nuisances**  
No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. No clothesline or storage of any articles which are unsightly will be permitted unless located in enclosed area built and designed for such purposes. No automobiles or other vehicles are to be stored on streets or in front or sides of homes unless they are in running condition, properly licensed, and are being regularly used or behind privacy fences. No trailers, campers, boats, or other recreational vehicles shall be stored on the streets. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Public street, except that these restrictions shall not apply to emergency repairs to vehicles.
7. **Temporary Structures**  
No structure of a temporary character, trailer, basement, tent, shack garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.
8. **Garbage and Refuse Disposal**  
No lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste and all such items must be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.
9. **Animals and Pets**  
Dogs, cats, or other household pets may be kept permissible within current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under the owner's control. Whenever a pet is allowed to leave a lot, it shall be kept on a leash or in a cage. Any droppings from household pets in any outside area shall be cleaned up immediately by the owner or owners of said household pet.
10. **Fences and Walls**  
All fences or walls that an owner may elect to install upon a lot shall be masonry, stucco, stone, vinyl, trex, or wrought iron. Fences and/or walls are to be color coordinated with the colors of the home on the lot. Fences in front yards are to comply with the zoning regulations of Bluffdale City, except that no chain link fencing is allowed in a front yard.
11. **Recreation and Commercial Vehicles and Boats**  
No campers, trailers, boats, large trucks and commercial vehicles belonging to owners or the residents of a lot or guests shall be parked on street within the property or in the front yard, except for temporary parking not to exceed forty-eight (48) hours. Campers, trailers, boats or other recreational vehicles (but not large trucks or commercial vehicles) may be stored in the side or

year yard of a lot provided they are screened from view from the public street behind a solid privacy fence.

12. **Trash Cans**  
Trash cans must be stored inside garages or behind solid privacy fences in the side yard, except on garbage pick-up day.
13. **Signs**. No sign, poster, announcement, proclamation, personal statement, billboard, advertising device, or other display of any kind shall be displayed to the public view, provided, however, this prohibition shall not apply to signs on any Owner's Lot or on a lot owned by another with that person's consent, of reasonable dimensions and design typical of signs used in the general vicinity for the real estate resale business, advertising the Lot for sale, rent or exchange. Such sign may also provide directions to the Lot or give the Owner's or agent's name, address, or telephone number. Such restrictions shall not apply to signs used only in connection with the development and sale of any Lots owned by Declarant or a Successor (as defined below). Notwithstanding the foregoing, nothing herein contained shall be construed in such a manner as to permit the maintenance of any sign which is not in conformance with any ordinance of the local government agency having jurisdiction thereof.

## ARTICLE 11 DURATION, ENFORCEMENT AND AMENDMENT, ETC.

1. **Covenants to Run with the Land, Term**. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and each Lot within the Property, and shall inure to the benefit of and be enforceable by any Owner, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded, and then to the extent consistent with applicable law, this Declaration shall automatically be extended at the expiration of such period for successive 10-year periods unless terminated as provided above.
2. **Enforcement**. Any Owner, and/or the holder of a mortgage of an Owner (the "Mortgagee"), shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. Any Owner shall also have the right to enforce, by proceedings at law or in equity, the provisions of this Declaration and any amendment. The Declarant has no obligation to enforce any provision of this Declaration, but shall have the right to do so provided the Declarant is an Owner of any Lot in the Property.
3. **City Enforcement**. Bluffdale City shall be a third-party beneficiary to the duties and covenants imposed herein and shall be entitled to, without obligation, take appropriate legal action to enforce these duties and covenants. If an action is commenced, the City shall be entitled to recover costs including reasonable attorneys' fees. The provisions of this paragraph may not be amended or rescinded without the prior written approval of Bluffdale City.
4. **Amendments**. This Declaration may be amended or terminated prior to the expiration date herein established only by the affirmative vote or written assent of the Owners of at least fifty-one percent (51%) of the Lots in the Property, and further, this amendment provision shall not itself be amended to allow amendments by vote of the Owners of less than fifty-one percent (51%) of the Lots thereof. In determining the number of votes that may be cast hereunder, it shall be understood that an Owner is entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, the vote for such Lot shall be exercised as they among

themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. However, notwithstanding the above, as long as Declarant, or a Successor is the Owner of a Lot in the Property the provisions of this Declaration shall not be altered or terminated without the prior written consent of Declarant and such Successor(s). All amendments, and the consent(s) so required, shall be recorded in the official records of the County prior to being effective.

5. **Declarant's Exemption.** Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agents, of structures, improvements, construction trailers, equipment yards, landscape or materials storage or signs on any part of the Property as may be necessary or convenient to the development or sale of Lots within the Property.

### ARTICLE III MORTGAGEE PROTECTION

1. **Priority of Mortgage Lien.** No breach of the covenants, conditions, or restrictions set forth in this Declaration shall affect, impair, defeat, or render invalid the lien or charge of any first mortgage made in good faith and for value encumbering any Lot, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot.
2. **Curing Defaults.** A Mortgagee, or the immediate transferee of such Mortgagee, who acquires title by judicial foreclosure, deed in lieu of foreclosure, or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which is not reasonably economically feasible to cure.
3. **Resale.** It is intended that any loan to facilitate resale of any Lot after judicial foreclosure, deed in lieu of foreclosure or trustee's sale is a loan made in good faith and for value and entitled to all of the rights and protections afforded to other Mortgagees.
4. **Conflicts.** In the event of any conflict between any of the provisions of this Article and any of the other provisions of the Declaration, the provisions of this Article shall control.

### ARTICLE IV FLOOD RISK

The East Jordan Canal, which is owned by a private irrigation company that supplies water from Utah Lake and the Jordan River to various locations on the South and East parts of the Valley, is contiguous to or is in close proximity to the Lots. The said Canal follows a higher corridor enabling it to reach farther east in the Salt Lake Valley. Thus, the Canal is higher in elevation than the Lots and the Owners bear the risk of potential flooding.

### ARTICLE V ANNEXATION OF ADDITIONAL PROPERTY

Additional real property may become subject to this Declaration by any of the methods set forth hereinafter:

1. **Additions by Declarant.** If the Declarant, its successors or assigns, shall develop, or cause to be developed, additional real property (the "Annexed Property") which is contiguous to the Property or accessible by public streets and not more than one thousand (1,000) feet from the Property, the Declarant, or its successors or assigns, shall have the right from time to time to add the Annexed Property or any portion or portions thereof

to the Property and to bring the Annexed Property within the general plan and scheme of the Declaration without the approval of any third party; provided that such right of the Declarant, its successors and assigns, shall terminate ten (10) years from the date of recording this Declaration.

2. **Notice of Addition of Property.** The additions authorized under Section 1 of this Article V shall be made by filing of record a Notice of Addition of Property, or other similar instrument with respect to the Annexed Property which shall be executed by the Declarant or the owner thereof and shall extend the general plan and schemes of this Declaration to the Annexed Property. The filing of record of said Notice of Addition shall constitute and effectuate the annexation of the Annexed Property described therein, and thereupon the Annexed Property shall become and constitute a part of the Property, become subject to this Declaration and encompassed within the general plan and scheme of covenants, conditions, restrictions, reservations of easements and equitable servitudes contained herein. Such Notice of Addition may contain such additions and modifications of the covenants, conditions and restrictions, reservations of easements and equitable servitudes contained in this Declaration as may be necessary to reflect the different character, if any, of the Annexed Property, or as the Declarant may deem appropriate in the development of the Annexed Property, and as are not inconsistent with the general plan and scheme of this Declaration. In no event, however, shall such Notice of Addition revoke, modify or add to the covenants, conditions, restrictions, reservations of easements, or equitable servitudes established by this Declaration as the same shall pertain to the Property.

IN WITNESS WHEREOF, the undersigned Declarant has executed these covenants and restrictions the 27 day of MAY, 2020.

Liberty Cove at Day Ranch, L.C.

Brian Pearson  
Assistant Manager

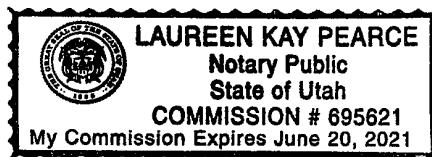
STATE OF UTAH )  
COUNTY OF SALT LAKE )  
: SS.  
)

On the 27 day of May, 2020, personally appeared before me Brian Pearson who being duly sworn, did say that he is the Assistant Managers for Liberty Cove at Day Ranch, L.C. , and that the foregoing instrument was signed on behalf of said Limited Liability Company and he is a duly authorized officer of said Company.

Laureen Kay Pearce  
NOTARY PUBLIC

My Commission Expires:  
June 20, 2021

Residing At:  
Salt Lake County



**EXHIBIT -A**

Lots 31-56, inclusive, Liberty Cove at Day Ranch Phase 2 Subdivision, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder, State of Utah.

**LIBERTY COVE PARCEL #S:**

|        |                |
|--------|----------------|
| LOT 31 | 33141810010000 |
| LOT 32 | 33141810030000 |
| LOT 33 | 33141810040000 |
| LOT 34 | 33141810050000 |
| LOT 35 | 33141810060000 |
| LOT 36 | 33141810070000 |
| LOT 37 | 33141810080000 |
| LOT 38 | 33141810090000 |
| LOT 39 | 33141810100000 |
| LOT 40 | 33141810110000 |
| LOT 41 | 33141810120000 |
| LOT 42 | 33141810130000 |
| LOT 43 | 33141810140000 |
| LOT 44 | 33141810150000 |
| LOT 45 | 33141810160000 |
| LOT 46 | 33141810190000 |
| LOT 47 | 33141810180000 |
| LOT 48 | 33141810170000 |
| LOT 49 | 33141800190000 |
| LOT 50 | 33141800180000 |
| LOT 51 | 33141800170000 |
| LOT 52 | 33141800160000 |
| LOT 53 | 33141800150000 |
| LOT 54 | 33141800140000 |
| LOT 55 | 33141800130000 |
| LOT 56 | 33141800120000 |
| B      | 33141810020000 |