

When Recorded Return To:  
Monarch Village Sales, LLC  
14034 S. 145 E. Suite 204  
Draper, UT 84020

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6/17/2021 4:31:00 PM \$288.00  
Book - 11192 Pg - 6041-6043  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
MILLER HARRISON LLC  
BY: eCASH, DEPUTY - EF 3 P.

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
THE GROVE AT HAVEN DELL**

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions for The Grove at Haven Dell (the "**First Amendment**") is executed and adopted by Monarch Village Sales, LLC (the "**Declarant**").

**RECITALS**

A. The Declaration of Covenants, Conditions, and Restrictions for The Grove at Haven Dell was recorded on December 2, 2019 as Entry No. 13137138 in the office of the Salt Lake County Recorder (hereinafter the "**Declaration**").

B. This First Amendment affects the real property located in Salt Lake County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

C. The Declarant desires to amend the Declaration as set forth in this First Amendment to further clarify Declaration amendment limitations and restrictions.

D. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

E. Pursuant to Article XV, Section 15.1 of the Declaration, the Declarant has the sole authority to amend the Declaration during the Period of Declarant Control. As of the date of the recording of this First Amendment, the Period of Declarant Control remains in effect.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the Declarant hereby executes this First Amendment, which shall be effective as of its recording date with the Salt Lake County Recorder's office.

**(1) Amendment No. 1.** The following shall be added as Section 9.13(5) of the Declaration:

5) Amendment of Section. This Section 9.13 shall not be amended or deleted unless all of the following amendment requirements are met:

(a) The Association shall obtain a written report from an attorney or real estate professional with experience in the Salt Lake County real estate market that identifies the impacts the proposed amendments to the rental cap and rental restrictions in this Section 9.13 will have on home values, crime, parking, insurance, management costs of the Association, and any other factors that are relevant to Owners and property values. The

report shall be delivered to all Owners at least 60 days prior to voting on the proposed amendment.

(b) The Association shall obtain consents of at least 67% of the total voting interests of the Association, that are cast by Owners in person at a special meeting of the Owners called and held specifically for the purpose of voting on a proposed amendment to this Section 9.13. Only votes cast in person by Owners shall be counted toward the required consent percentage. Any attempt to vote via proxy or absentee ballot at such special meeting shall not be permitted.

(c) The Association shall obtain the written approval of Herriman City consenting to the proposed amendment to this Section 9.13.

(d) The Association shall obtain the consent of at least 67% of mortgagees based on one vote for each Lot encumbered by a mortgage.

(2) **Conflicts.** All remaining provisions of the Declaration and any prior amendments not specifically amended in this First Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

(3) **Incorporation & Supplementation of Declaration.** This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, Declarant has executed this First Amendment this 17<sup>th</sup> day of June, 2021.

DECLARANT  
MONARCH VILLAGE SALES, LLC  
a Utah limited liability company

By: \_\_\_\_\_

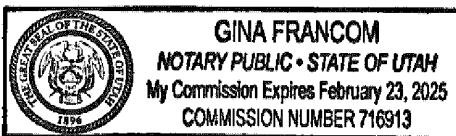
Name: Nathan Shipp

Its: Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

On the 17 day of June, 2021, personally appeared before me Nathan Shipp who by me being duly sworn, did say that she/he is an authorized representative of Monarch Village Sales, LLC, and that the foregoing instrument is signed on behalf of said corporation and executed with all necessary authority.

Notary Public: Gina Francom



**EXHIBIT A**  
Legal Description

All of **THE GROVE AT HAVEN DELL – PHASE 4 P.U.D.**, according to the official plat recorded in the office of the Salt Lake County Recorder as Entry Number 13133092, in Book 2019P, at Page 322.

Including Lots 401 through 460

**Parcel Numbers: 33083770130000 through 33083770740000**

All of **THE GROVE AT HAVEN DELL – PHASE 5 P.U.D.**, according to the official plat recorded in the office of the Salt Lake County Recorder as Entry Number 13179847, in Book 2020P, at Page 019.

Including Lots 501 through 574

**Parcel Numbers: 33083770810000 through 33083771550000**