



ENT 91258:2020 PG 1 of 8
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Jun 30 10:22 am FEE 80.00 BY MA
RECORDED FOR LIBERTY GROVE PUD

**FIRST AMENDMENT
TO THE
FOURTH AMENDED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LIBERTY GROVE, PUD**

This FIRST AMENDMENT TO THE FOURTH AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LIBERTY GROVE, PUD ("First Amendment") is effective when recorded with the Utah County Recorder's Office by Liberty Grove Homeowners Association ("Association").

RECITALS

- A. The Declaration of Covenants, Conditions, and Restrictions of Liberty Grove, a Planned Unit Development was recorded on April 17, 1997 as Entry No. 28945 in the office of the Utah County Recorder.
- B. The First Amendment to the Declaration of Covenants, Conditions, and Restrictions of Liberty Grove was recorded on October 7, 1997 as Entry No. 78897 in the office of the Utah County Recorder.
- C. The Second Amendment to the Declaration of Covenants, Conditions, and Restrictions of Liberty Grove was recorded on February 12, 2001 as Entry No. 12033:2001 in the office of the Utah County Recorder.
- D. The Third Amendment to the Declaration of Covenants, Conditions, and Restrictions of Liberty Grove was recorded on August 16, 2002 as Entry No. 94546:2002 in the office of the Utah County Recorder.
- E. The Fourth Amended Declaration of Covenants, Conditions, and Restrictions for Liberty Grove, PUD was recorded on March 11, 2013 as Entry No. 22989:2013 in the office of the Utah County Recorder (the "Declaration").
- F. This First Amendment affects the real property situated in Utah County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated in this First Amendment by reference (the "Project") and shall be binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.
- G. Pursuant to the amendment requirements contained in Article X, Section 4 of the Declaration, the undersigned hereby certifies that this First Amendment was approved by Owners holding at least sixty-seven (67%) of total votes of the Association.

- H. Unless specifically modified herein, all remaining provisions of the Declaration and shall remain in full force and effect.
- I. In case of any conflict between the terms of this First Amendment and the terms of the Declaration, the provisions of this First Amendment shall control.
- J. Unless otherwise provided in this First Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

FIRST AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:

1. Article VIII, Section 12 of the Declaration (Leases and Rental Agreements) is hereby deleted in its entirety and shall read as follows:

Section 12. Rentals. Each Lot shall be occupied by at least one Owner of the Lot as his or her primary residence. Renting of Lots is prohibited, except as otherwise specifically provided in this Section 12. Notwithstanding anything to the contrary in the Declaration or Bylaws, all renting and Non-Owner Occupancy of a Lot shall be governed by this Section 12 and any rules and procedures adopted as allowed in this Section.

- 1) Definitions. For the purpose of this Section 12:

(a) "Non-Owner Occupied" means:

- (i) For a Lot owned in whole or in part by a natural individual or individuals, the Lot is occupied by someone, but no individual Owner occupies the Lot as the individual Owner's primary residence; or
- (ii) For a Lot owned entirely by one or more entities or trusts, the Lot is occupied by anyone.

- 2) Exemptions. The following Lots may be Non-Owner Occupied:

- (a) A Lot owned by a person in the military for the period of the Owner's deployment.

- (b) A Lot occupied by the Owner's parent, child, or sibling.
- (c) A Lot whose Owner is relocated by the Owner's employer for a period of two (2) years or less.
- (d) A Lot owned by an entity that is occupied by an individual who has voting rights in the entity and who has a twenty-five percent (25%) or greater share of ownership in the entity.
- (e) A Lot owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for: (1) the estate of a current occupant of the Lot; or (2) the parent, child, spouse, or sibling of the current occupant of the Lot.
- (f) Lots being rented before the time this First Amendment is recorded with the Utah County Recorder shall be grandfathered and allowed to continue renting until the earliest of the following occurs: (i) the Lot Owner (or an officer, director, trustee or beneficiary of the entity that owns the Lot) occupies the Lot; or (ii) the ownership of the Lot is transferred.

The Board may adopt additional procedures, as needed, necessary to implement consistent administration and enforcement of this Section 12(2). No Owner who is allowed to rent his or her Lot pursuant to Section 12(2) shall be permitted to rent his or her Lot for transient, hotel, or seasonal purposes. All rentals shall be for an initial term of no less than six (6) months. Daily or weekly rentals are prohibited. No Owner may rent individual rooms to separate persons or less than his or her entire Lot. No Lot shall be rented until the Association has received a copy of the rental agreement.

- 3) Joint and Several Liability of Owner and Non-Owner Occupants. The Owner of a Lot shall be responsible for the Non-Owner Occupant's or any guest's compliance with the Declaration, Bylaws and Association rules and the Owner and Occupant shall be jointly and severally liable for any fines for violations thereof.
- 4) Remedies for Violation. If an Owner fails to comply with this Section 12 or rents a Lot in violation of this Section 12, the Board may:

- (a) Assess fines against the Owner and Owner's Lot pursuant to a schedule of fines adopted by the Board.
 - (b) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, an action to require the Owner to terminate the rental agreement and remove the tenant.
 - (c) Pursuant to rules adopted under this Section, if the Board determines that a Non-Owner Occupant has violated a provision of the Declaration, the Bylaws, or rules and regulations, the Board may require an Owner to terminate a rental agreement with that Non-Owner Occupant.
 - (d) In addition to any other remedy for non-compliance, after reasonable notice, the Association shall have the right to initiate an action and obtain a forcible entry and unlawful detainer order from the court, or similar action, with the purpose of removing the offending Non-Owner Occupant. The Association, the Board, and the property manager, if any, shall not have any liability for any action taken pursuant to this subsection and the Owner shall indemnify and pay the defense costs of the Association, the Board, and the property manager arising from any claim related to any action taken in good faith by any of them pursuant to this subsection.
- 5) Costs and Attorney Fees. Fines, charges, and expenses incurred in enforcing the Declaration, the Bylaws, and rules and regulations with respect to a Non-Owner Occupant, and for any costs incurred by the Association in connection with any action under this Section 12, including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), are assessments against the Owner and Lot which may be collected and foreclosed on by the Association.

IN WITNESS WHEREOF, the Association has caused this First Amendment to be executed by its President.

DATED as of the 30 day of June, 2020.

Liberty Grove Homeowners Association
a Utah Nonprofit Corporation

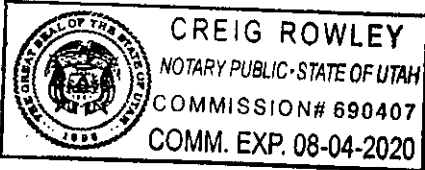
By: David M Faux

Its: President

State of Utah)
) ss.
County of _____)

On the 30 day of June, 2020, personally appeared before me David M. Faux who by me being duly sworn, did say that she/he is the President of Liberty Grove Homeowners Association and that the foregoing instrument is signed on behalf of said corporation and executed with all necessary authority.

Notary Public Creig Rowley



**EXHIBIT A
LEGAL DESCRIPTION**

Units 1-10 of Phase I, Units 11-20 of Phase II, and Units 21-30 of Phase III, all in LIBERTY GROVE, a Planned Unit Development, Please Grove, Utah, according to the official plat thereof, as recorded in the Office of the Utah County Recorder.

Liberty Grove PUD Phase I

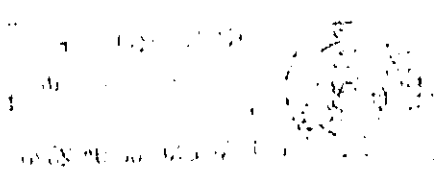
Parcel Nos:

45:215:0001
45:215:0002
45:215:0003
45:215:0004
45:215:0005
45:215:0006
45:215:0007
45:215:0008
45:215:0009
45:215:0010

Liberty Grove PUD Phase II

Parcel Nos:

45:236:0011
45:236:0012
45:236:0013
45:236:0014
45:236:0015
45:236:0016
45:236:0017
45:236:0018
45:236:0019
45:236:0020



Liberty Grove PUD Phase III

Parcel Nos:

45:237:0021
45:237:0022
45:237:0023
45:237:0024
45:237:0025
45:237:0026
45:237:0027
45:237:0028
45:237:0029
45:237:0030

EXHIBIT B

LIBERTY GROVE HOMEOWNERS ASSOCIATION
 Pleasant Grove, Utah 84062
 June 29, 2020

The following homeowners in Liberty Grove Homeowners Association concur with these changes to the Declaration of Covenants, Conditions, And Restrictions of Liberty Grove, a Planned Unit Development in Pleasant Grove, Utah:

#1 Leland & Rosemary Carter

#2 Dick & Lorraine Blackham

Lorraine Blackham

#3 Joyce Rawson

Joyce Rawson

#4 Bob & Lori Sarkady

Robert K Sarkady

#5 John & Ann Goodman

Ann K Goodman by Vicki Davis

#6 Harry & Vicki Davis

Vicki Davis

#7 Max & Maxine Garrett

Max Garrett

#8 Milton Jensen/Emily Johnson

Emily Johnson

#9 Jack & Karla Kennedy

#10 Lynn & Pauline Jarvis

Lynn Jarvis

#11 Scott & Bonnie Earl

#12 Dave & Marilyn Anderson

Marilyn Anderson

#13 Bonnie Manker

#14 Ruth Cook

Ruth Cook

June 29, 2020

The following homeowners in Liberty Grove Homeowners Association concur with these changes to the Declaration of Covenants, Conditions, and Restrictions of Liberty Grove, a Planned Unit Development in Pleasant Grove, Utah:

#15 Jeri Swalberg

Valerie Burnett

#16 Steve & Valerie Burnett

Colleen Talbot

#17 Colleen Talbot

#18 Teri Finch

Teri Finch - by Ruben Gammon

#19 J Rulon & Venice Gammon

Ruben Gammon

#20 Dennis & JoAnne Wilson

Dennis Wilson by Vicki Davis

#21 Dora Harper

Dora Harper by Ruben Gammon

#22 Olani & Gayle Durrant

Olani Durrant

#23 Fran & Pauline Eickbush

Pauline Eickbush

#24 Leslie Reichert

Leslie Reichert

#25 Doris Wilson

#26 Barbara Larsen

#27 Bill Siddoway

Bill Siddoway

#28 Toni Pugmire

#29 David & Dora Faux

David Faux

#30 Church's home