WHEN RECORDED RETURN TO:

Monarch Village, LLC 14034 S. 145 E. Suite 204 Draper, UT 84020 13626593
04/09/2021 10:19 AM \$458.00
800k - 11153 Pg - 6884-6687
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
MONARCH VILLAGE
14034 S. 145 E. , #204
0RAPER UT 84020
BY: ADA, DEPUTY - WI 4 P.

## AMENDMENT TO THE JOINT USE, COST ALLOCATION, AND EASEMENT AGREEMENT

This Amendment to the Joint Use, Cost Allocation, and Easement Agreement (the "Amendment") is executed and adopted by the undersigned owners of property within Phases 1 through 3 of the Haven Dell subdivision and the homeowners association of Phases 4 and 5 of The Grove subdivision, as listed in the signature blocks below, and shall be effective as of the date it is recorded in the Salt Lake County Recorder's Office.

## **RECITALS**

- A. The *Joint Use, Cost Allocation, and Easement Agreement* was recorded on February 12, 2020 as Entry No. 13191863 in the office of the Salt Lake County Recorder (hereinafter the "**Joint Use Agreement**").
- B. This Amendment affects the real property located in Salt Lake County, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.
- C. The undersigned parties desire to amend the Joint Use Agreement to provide some limited exceptions to Lots subject to mortgages insured or held by the US Department of Housing and Urban Development.
- D. Pursuant to Section 14 of the Joint Use Agreement, the undersigned hereby certifies that this Amendment is executed by the required percentage of Allocable Shares of the Lot Owners in accordance with the conditions set forth therein.
- **NOW, THEREFORE**, in consideration of the foregoing Recitals, the undersigned hereby execute this Amendment, which shall be effective as of its recording date with the Salt Lake County Recorder's office.
- (1) <u>Amendment No. 1</u>. The following sentence shall be added to the end of Section 5 as follows:

"The lien arising by way of this Agreement for failure to pay Common Expenses shall be subject to, and subordinate to, a first or second security interest on the Lot secured by a recorded mortgage or trust deed."

(2) <u>Amendment No. 2</u>. The following sentence shall be added to the end of Section 6 as follows:

"For so long as a Lot is subject to a mortgage or trust deed insured or held by the Department of Housing and Urban Development ("HUD"), any indemnification obligation of the borrower under this Agreement is limited to available "Surplus Cash" or other "non-Project Sources," as defined in the HUD-insured mortgage or trust deed.

(3)Conflicts. All remaining provisions of the Joint Use Agreement shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Joint Use Agreement, the provisions of this document shall in all respects govern and control.

IN WITNESS WHEREOF, Monarch Village, LLC as the owner of Buildings 101 - 106, and 201 - 210 of Haven Dell P.U.D. consents to the terms, restrictions and obligations of this Amendment this  $2^{\frac{r}{n}}$  day of  $\frac{2^{n}}{n}$ , 2021.

> **MONARCH VILLAGE, LLC** a Utah Imited liability company

STATE OF UTAH COUNTY OF <u>Salt Lake</u>) ss.

On the <u>S</u> day of <u>April</u>, 2021, personally appeared before me Bryan Flamm, who by me being duly sworn, did say that she/he is an authorized representative of Monarch Village, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public June Hancom

**GINA FRANCOM** NOTARY PUBLIC • STATE OF UTAH My Commission Expires February 23, 2025 **COMMISSION NUMBER 716913** 

Association and its members consents	clarant on behalf of The Grove at Haven Dell Owners to the terms, restrictions and obligations of this, 2021.
·	MONARCH VILLAGE, LLC  a Utah limited liability company
	By Town
STATE OF UTAH )	Name: Byan Flamm  Title: Manager
COUNTY OF Salt Lake ) ss.	Title:
On the 8 day of April	, 2021, personally appeared before me
	by me being duly sworn, did say that she/he is an
	ge, LLC which is the Declarant of The Grove at Haven going instrument is signed on behalf of said company
and executed with all necessary authority.	going instrument by signed on behalf of said company
, ,	Notary Rublio Ma Francom
GINA FRANCOM  NOTARY PUBLIC • STATE OF UTAH  My Commission Expires February 23, 2025  COMMISSION NUMBER 716913	
	Homes of Utah, Inc., as the owner of Lots within The its to the terms, restrictions and obligations of this, 2021.
Grove planned unit development conser	its to the terms, restrictions and obligations of this
Grove planned unit development conser	ts to the terms, restrictions and obligations of this, 2021.  LENNAR HOMES OF UTAH, INC. a Utah corporation
Grove planned unit development conser	LENNAR HOMES OF UTAH, INC.  a Utah corporation  By: Lenhar Utah  Mila Mila Mila
Grove planned unit development conservations and state of the state of	ts to the terms, restrictions and obligations of this, 2021.  LENNAR HOMES OF UTAH, INC. a Utah corporation  By: Lenhar Utah  Name: Mill Lenhar Utah
Grove planned unit development conservations and state of UTAH )  STATE OF UTAH )  SS.  COUNTY OF Salf Lake)	LENNAR HOMES OF UTAH, INC.  a Utah corporation  By: Lenhar Utah  Mila Mila Mila
STATE OF UTAH  COUNTY OF Sat Lake  On the day of April	nts to the terms, restrictions and obligations of this, 2021.  LENNAR HOMES OF UTAH, INC. a Utah corporation  By: Lenhar Utah  Name: Mark Lenhar  Title: Personally appeared before me
STATE OF UTAH  COUNTY OF Salt Lake  On the Say of April  Michael Cillett, who	LENNAR HOMES OF UTAH, INC. a Utah corporation  By: Lenhar Utah  Name: Man Soful Sofu
STATE OF UTAH  COUNTY OF Salt Lake  On the Say of April  Michael Cillett, who	LENNAR HOMES OF UTAH, INC. a Utah corporation  By: Lenhar Utah  Name: Name: Title: VP OperationS  by me being duly sworn, did say that she/he is an es of Utah, Inc., and that the foregoing instrument is
STATE OF UTAH  STATE OF UTAH  On the Say of April  Michael Cillett, who authorized representative of Lennar Home	LENNAR HOMES OF UTAH, INC. a Utah corporation  By: Lenhar Utah  Name: Name: Title: VP OperationS  by me being duly sworn, did say that she/he is an es of Utah, Inc., and that the foregoing instrument is

## **EXHIBIT A**

[Legal Descriptions]

All of **HAVEN DELL - PHASE 1 P.U.D.**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry Number 13133144, Plat Book 2019P, at Page 323.

Including Buildings 101 through 106 and Common Area

**Parcel Numbers:** 

33083770760000 through 33083770800000,

330846100100000 and 330846100200000

All of **HAVEN DELL - PHASE 2A P.U.D.**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry Number 13191859, Plat Book 2020P, at Page 026.

Including Buildings 201 through 206 and Common Area

Parcel Numbers:

33084610030000 through 33084610070000

33083771570000 and 33083771580000

All of **HAVEN DELL - PHASE 2B P.U.D.**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry Number 13191861, Plat Book 2020P, at Page 027.

Including Buildings 207 through 210 and Common Area

Parcel Numbers:

33083771590000 through 33083771610000

33084610080000 and 33084610090000

All of **HAVEN DELL - PHASE 3 P.U.D.**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry Number 13125474, Plat Book 2019P, at Page 311.

Parcel Number:

33083770120000

All of **THE GROVE - PHASE 4 P.U.D.**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry Number 13133092, Plat Book 2019P, at Page 322.

Including Units 401 through 460 and Common Area

Parcel Numbers:

33083770140000 through 33083770740000

All of **THE GROVE - PHASE 5 P.U.D.**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry Number 13179847, Plat Book 2020P, at Page 019.

Including Units 501 through 574 and Common Area

Parcel Numbers:

33083770810000 through 33083771550000