

When Recorded Return To:

The Grove at Haven Dell Owners Association  
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14040422 B: 11384 P: 6760 Total Pages: 5  
11/09/2022 02:27 PM By: kkennington Fees: \$292.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: MILLER HARRISON LLC  
5292 SO COLLEGE DR MURRAY, UT 84123

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

This SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE GROVE AT HAVEN DELL (the "**Second Amendment**") is executed and adopted by The Grove at Haven Dell Owners Association, a Utah nonprofit corporation (the "**Association**").

**RECITALS**

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

B. The First Amendment to the Declaration of Covenants, Conditions, and Restrictions for The Grove at Haven Dell (the "**First Amendment**") was recorded in the Salt Lake County Recorder's Office on June 17, 2021, as Entry No. 13694058.

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

D. The Association desires to amend the Declaration as set forth in this Second Amendment to allow the rental of certain units in the Grove at Haven Dell residential community.

E. Pursuant to the First Amendment and Declaration Section 9.13(5), Section 9.13 may only be amended or deleted if the Association:

- (1) Obtains and furnishes to Owners within 60 of voting on a proposed amendment 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;
- (2) Obtains the consent of at least 67% of the total voting interests of the Association, which must be cast by Owners in person and cannot be made by proxy or absentee ballot. The votes must also be cast at a

special meeting of the Owners called and held specifically for the purpose of voting on a proposed amendment;

- (3) Obtain the written approval of Herriman City consenting to the proposed amendment; and
- (4) Obtain the consent of at least 67% of mortgagees based on one vote for each Lot encumbered by a mortgage.

F. The Association has satisfied each of the above requirements, as demonstrated in the Exhibits attached hereto.

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

#### **AMENDMENT**

**NOW THEREFORE**, in consideration of the recitals set forth above, the Association hereby executes this Second Amendment, which shall be effective as of its recording date with the Salt lake County Recorder's office as follows:

(A) **Amendment No.1.** Declaration Section 9.13. **Leasing and Non-Owner Occupancy.** is replaced in its entirety with the following:

9.13 **Leasing and Non-Owner Occupancy.** Owners may lease their Living Unit(s), whether Owner or Non-Owner Occupied, unless prohibited in Subsection (3) hereunder or such rental would violate any city, county, or state ordinance or other applicable law. The Association may adopt Rules to regulate the monitoring and reporting of leased Living Units.

- (1) **Non-Owner Occupancy.**
  - (a) Non-Owner Occupancy or Non-Owner Occupied means:
    - (i) a Living Unit owned in whole or in part by a natural individual or individuals but is occupied by someone other than an Owner and no individual Owner occupies the Living Unit as the individual Owner's primary residence; or
    - (ii) a Living Unit owned entirely by one or more entities or trusts but occupied by anyone who is not at least a 25% owner of the entity or beneficiary of the trust.
- (2) **Owner Occupancy.**
  - (a) Owner Occupancy or Owner Occupied means:
    - (i) a Living Unit owned in whole or in part by a natural individual or individuals and is occupied by such an owner as their primary residence, regardless if another person occupies the residence with them; or
    - (ii) a Living Unit owned entirely by one or more entities or trusts and occupied by anyone who is at least a 25% owner of the entity or beneficiary of the trust, regardless of whether someone else occupies the residence with them.

(3) Prohibition of Internal Accessory Dwelling Unit Rentals and Short Term Rentals.

(a) Internal Accessory Dwelling Unit (ADU) means a habitable living area located within a dwelling that is smaller than the main dwelling unit and has its own kitchen, living and sleeping areas, and sanitation facilities.

(b) Short Term Rental means any lease agreement with a term that is shorter than six (6) months.

(c) Unit Owners may not rent their Living Unit if:

(i) the Unit will be rented as a Short Term Rental; or

(ii) the Unit's Lot is less than six thousand (6,000) square feet; and

(iii) there is an ADU located in the Unit, regardless of whether it is Owner Occupied or Non-Owner Occupied.

(4) Violations.

(a) If a Living Unit is leased or occupied in violation of this Section, the Association may assess fines against the Owner pursuant to a schedule of fines adopted by the Board. Regardless of whether any fines have been imposed, the Association may also proceed with any available legal remedies, including, without limitation, an action to require the Owner to terminate the lease agreement and remove the Lessee.

(b) In addition to any other remedy for non-compliance, after reasonable notice, the Association has 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 Lessee. The Association, the Board, and the Manager shall not be liable 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 Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subsection.

(c) Fines, charges, and expenses incurred in enforcing the Association's Governing Documents with respect to a Lessee, and for any costs incurred by the Association in connection with any action under this Section, including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), shall be an Individual Assessment against the Owner and Living Unit which may be collected and foreclosed on by the Association.

(B) **Conflicts.** All remaining provisions of the Declaration and any prior amendment 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.

(D) **Incorporation & Supplementation of Declaration.** This document is

supplemental to the Declaration, which by reference is made a part hereof. 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**, the Association has executed this Second Amendment on the date set forth below, with permission.

DATED this 9 day of November, 2022.

**Association**  
**The Grove at Haven Dell Owners**  
**Association**  
a Utah nonprofit corporation

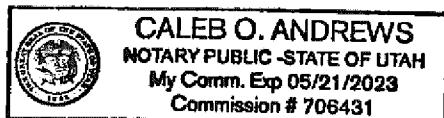
By: Justin Fry

Name: JUSTIN FRY  
Title: Authorized Representative

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

On the 9th day of Nov, 2022, personally appeared before me  
Justin Fry who by me being duly sworn, did say that she/he is an  
authorized representative of The Grove at Haven Dell Owners Association and/or the  
landowner of the land described in Exhibit A, and that the foregoing instrument is  
signed on behalf of said company and executed with all necessary authority.

Notary Public: Caleb O. Andrews



**EXHIBIT A**  
**SUBJECT PROPERTY/ADDITIONAL LAND**  
**(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**