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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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DEP RT REC'D FOR KAYSVILLE CITY

2022 AMENDMENT

to the

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

D

HERITAGE SQUARE TOWNHOMES P.R.U.D

(a Planned Residential Unit Development Subdivision)

11-760-0001 → 0008
11-905-0006 → 0010

February 2022

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HERITAGE SQUARE TOWNHOMES P.R.U.D.
(a Planned Residential Unit Development Subdivision)

This 2022 Amendment to the Declaration of Covenants, Conditions and Restrictions for Heritage Square Townhomes P.R.U.D. ("Amendment") is made and executed this ____ day of _____, 2022, by Heritage Square Holdings, LLC, a Utah Company ("Declarant").

RECITALS:

WHEREAS, on January 21, 2015, the Declaration of Covenants, Conditions and Restrictions for Heritage Square Townhomes P.R.U.D. (hereinafter the "Declaration") was recorded in the office of the David County Recorder as Entry No. 2844326; and

WHEREAS, Declarant currently owns all Lots that are part of the Project; and

WHEREAS, pursuant to Articles 3.1 and 4.5 of the Declaration, Declarant reserved the right to subdivide Lot 1 (as shown on the Plat), and build additional Units on Lot 1; and

WHEREAS, Declarant has received approval from Kaysville City to create two additional Lots and Units on Lot 1; and

WHEREAS, Declarant desires subdivide Lot 1 and build two new Units on the subdivided lots; and

WHEREAS, Declarant desires to adopt this Amendment and record the same against the real property in Davis County, Utah, known as the Heritage Square Townhomes and more fully described in the Exhibit "A", attached.

NOW THEREFORE, to accomplish the Declarant's objective, the following amendment is adopted. If there is any conflict between this Amendment and any provision of the Declaration, this Amendment shall prevail. This Amendment shall become effective upon recording. The words defined in Article I of the Declaration shall have the same meaning when used herein unless the context clearly requires a different meaning. The Declaration is amended as follows:

ARTICLE I LOTS AND UNITS

- 1.1 **Subdivision of Lot 1.** A Phase 2 Plat substantially similar to the plat attached as Exhibit "B" either has been or will be recorded at the office of the Davis County recorder. Once that happens, Lot 1 will be subdivided into additional Lots and open space parcels.
- 1.2 **Total Number of Lots and Votes.** Notwithstanding any language in the Declaration to the contrary, once the Phase 2 Plat is recorded there will be a total of six Lots within the Project (Lots 2 through 7). The owner of each Lot shall (a) possess an equal undivided interest in the Common Areas, and (b) be entitled to one Association vote.
- 1.3 **All Lots Subject to Declaration.** All six (6) Lots within the Project shall be subject to the terms of the Declaration, as amended by this Amendment.
- 1.4 **Additional Common Area.** In addition to all Common Area described in the Declaration, the Association's Common Area shall include all property shown on the Phase 2 Plat (attached as Exhibit "B") except for property included in Lot 6 and Lot 7. The Common Areas shall be owned by the Owners, with each Owner possessing an equal undivided interest in the Common Areas, and all Common Areas shall be managed and controlled by the Association for the common use and enjoyment of the Owners as more fully described in the Declaration.

ARTICLE II IMPROVEMENTS

- 2.1 **Driveway Maintenance.** For clarification purposes Declarant affirms that each Owner shall be responsible to repair, replace, maintain and remove snow from the driveway that solely serves that Owner's Lot, even if a portion of that driveway is part of the Common Area. The Association shall not be responsible to maintain any driveway or remove snow from any driveway.

ARTICLE III REPEAL OF RENTAL RESTRICTIONS

- 3.1 **Repeal.** Declarant hereby repeals Article VII of the Declaration. There shall not be any restrictions on rentals within the Project.

**ARTICLE IV
AMENDED EXHIBIT "D"**

4.1 **Repeal and Replacement of Exhibit "D"**. Declarant hereby repeals Exhibit "D" to the Declaration and replaces it with the Exhibit "D" that is attached to this Amendment.

**ARTICLE V
REPEAL OF CONFLICTING LANGUAGE**

5.1 **Repeal**. If any language or requirements contained in the Declaration contradicts or violates any provision contained in this Amendment, such provisions are hereby repealed and shall no longer be enforceable.

5.2 **Severable**. The provisions of this Amendment shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

EXECUTED BY DECLARANT on the date of notarization appearing below:

Heritage Square Holdings, LLC, a Utah Company

By 
Its: President

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On this 2 day of February, 2022, personally appeared before me Justin C. Bennett who being by me duly sworn, did say that he is the President of Heritage Square Holdings, LLC, and that the within and foregoing instrument was signed in behalf of said limited liability company and he duly acknowledged to me he executed the same.


Notary Public

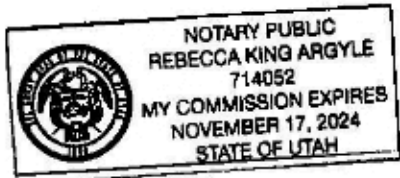


Exhibit "A"

Legal Description

HERITAGE SQUARE TOWNHOMES P.R.U.D.
PHASES ONE AND ~~TWO~~ *FIRST Ammended P.U.D.*

Beginning at a point North 32°08'00" East 306.20 feet and North 41°24'00" East 150.00 feet from the Southwest corner of Section 27, township 4 North, Range 1 West, Salt Lake Base and Meridian, and running:
Thence North 48°46'00" West 186.59 feet to the south line of Mutton Hollow Road;
Thence North 41°24'00" East 157 feet along the south line of Mutton Hollow Road to the Northwest Corner of Stonne Lance Cluster Subdivision;
Thence South 48°46'00" East 186.59 feet along the west line of Stonne Lane Cluster Subdivision;
Thence South 41°24'00" West 157 feet to the point of beginning.

Contains 29,294 square feet, 0.673 acres.

Exhibit "B"

Phase 2 Plat

Exhibit "D"

**Interest in Common Area
Voting Interest**

Lot Number	Percentage Interest	Number of Votes per Lot*
Lot # 2	16.67 %	1
Lot # 3	16.67 %	1
Lot # 4	16.67 %	1
Lot # 5	16.67 %	1
Lot # 6	16.67 %	1
Lot #7	<u>16.67 %</u>	<u>1</u>
	100 %*	6

* As stated in Article 8.2 of the Declaration, Lots owned by Class B members are entitled to five (5) votes for each lot owned.