

When Recorded Mail to:
Old Towne Square LC
935 West Center
Lindon, UT 84042

Amendment to for the Declaration of Covenants, Conditions, Restrictions and Easements for Heron Hills Planned Residential Development, Plat A, Plat B, Plat C, Plat D, Plat E, Plat F, Plat G, Plat H.

The following are amended changes to the Original recorded Declaration of Covenants, Conditions, Restrictions and Easements for Heron Hills Planned Residential Development recorded November 20, 2015, as Entry No. 104937:2015, Utah County Records. The following articles are amended as follows:

III. COVENANTS CONDITIONS AND RESTRICTIONS

3.5B

b) Authority to Promulgate Use Restrictions and Rules. (a) Subject to the terms of this section and in accordance with its duty of care and undivided loyalty to the Association and its Members, the Management Committee may amend the Use Restrictions and may adopt rules which modify, cancel, limit, create exceptions to, or expand the Use Restrictions then in effect. Notice of any such proposed action shall be posted in a prominent place within the Project or published in the Association's newsletter, if any, at least five (5) business days prior to the Management Committee meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Management Committee meeting prior to such action being taken. Any such action shall become effective after compliance with the requirements set forth below unless disapproved at a meeting by at least 67% of the total Class "A" Members ~~or by the Declarant. So long as the Declarant owns any of the Property, the Declarant may, acting independently, promulgate use restrictions and rules without additional approval required.~~ The Management Committee shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the By-Laws. If a meeting to consider disapproval is requested by the Members prior to the effective date of such action, the action may not become effective until after such meeting is held. Alternatively, the Class "A" Members, at a meeting duly called for such purpose, may amend the Use Restrictions, or adopt rules which modify, cancel, limit, create exceptions to, or expand the Use Restrictions and previously adopted rules by a vote of at least 67% of the total Class "A" Members and the approval of the Declarant, so long as the Declarant owns any of the Property. Provided, however, at least 30 days prior to the effective date of any such action, a copy of the amendment or rule, specifying the effective date, shall be posted in a prominent place within the Project or published in the

Association's newsletter, if any. The Association shall provide, without cost, a copy of the Use Restrictions and rules then in effect to any requesting Member or Mortgagee. Nothing in this section shall authorize the Management Committee or the Members to amend, repeal, or expand the Declaration, the By-Laws, the Articles, or the Design Guidelines. Such documents may be amended only as and, in the manner, provided therein.

3.5.D.7

7) Reasonable Rights to Develop. No rule or action by the Association or Management Committee shall unreasonably impede Declarant's right to develop in accordance with the approved subdivision, including, but not limited to, the rights of the Declarant as set forth herein. **The Declarant has full authority as the developer to promulgate all construction and development within present owned property. All advanced architecture plans, or open space designs must be reviewed through the management committee.**

3.10

10. Management Committee. The Association shall be managed by a Management Committee which shall be comprised of at least one (1) and no more than three (3) members. Until the termination of the Period of Declarant's Control, the Declarant shall have the exclusive and irrevocable right to appoint all of the Members of the Committee and their successors or replacements. At the first Annual Homeowners Meeting after the termination of the Period of Declarant's Control, the Members of the Committee shall be elected by the Owners for a term of two years. **At such a time that the Declarant terminates the Period of Control and/or sell ownership of property to a second-generation declarant, the appointment/election of all management committee members will shift to control of Class 'A' members. Thereby, all members are elected by Class 'A' Members for a term of two years. All members will be appointed at the Annual meeting following the election period.**

Under the Declarants right to appoint members to the management committee the members are appointed as follows:

Management Committee:

Berny Breinholt- 2 year appointment

Amber McEntire- 2 year appointment

Hyrum Romrell- 2 year appointment

Head of the Architectural Review Board:

Lane Seegmiller- 2 year appointment

3.11

11 . ~~Status and General Authority of Committee.~~ **[MANAGEMENT COMMITTEE]** ~~After the termination of the Period of Declarant's Control,~~ **The management committee as well as the Declarant, shall have authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Plat Map which has been approved by the vote or consent necessary to authorize such amendment.** Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Association shall, in connection with its exercise of any of the powers delineated below, constitute a legal entity capable of dealing in its Committee name. The Management Committee shall have, and is hereby granted, the following authority and powers:

- a) To Enter. The Management Committee shall have the power and authority to enter into or upon any Lot to make repairs and to do other work reasonably necessary for the proper maintenance and operation of the Project. Except in the case of an emergency, reasonable notice shall be given to the residents.
- b) ~~Grant Easements.~~ ~~Subject to the restrictions imposed by the Conservation Easement, the authority, without the vote or consent of the Owners, Mortgagees, insurers, or guarantors of any Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Common Area for purposes reasonably necessary or useful for the proper maintenance, operation, or regulation of the Project.~~
- c) ~~[B] Execute Documents.~~ ~~The authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Plat Map which has been approved by the vote or consent necessary to authorize such amendment.~~
- d) Standing. ~~The power to sue and be sued.~~
- e) ~~Enter Into Contracts.~~ ~~The authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.~~
- f) **[B] Transfer Interests in Real Property.** The power and authority to exchange convey or transfer any interest in real property, so long as it has been approved by at least Seventy five percent (75%) of the members in the Association.
- g) **[C] To Purchase.** The has power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as it has been approved by at least Seventy five percent (75%) of the members in the Association.


- h) [D] To Add Property. The power and authority to add any real property, or interest therein, obtained pursuant to subparagraph (g) above to the Project, so long as it has been approved by at least Seventy-five (75%) of the members in the Association.
- i) [E] Promulgate Rules. The authority to promulgate such reasonable administrative guidelines, rules, regulations, and procedures as may be necessary or desirable to aid the committee in carrying out any of its functions or to ensure that the Project is maintained and used in a manner consistent with this Declaration.
- j) [F] Meetings. The authority to establish procedures for the conduct of its meetings, including but not limited to the power to decide what portion of the meeting shall be open or closed to Members of the Association or residents not on the Committee, to retire to executive session, to regulate record keeping, and to allow, control or prohibit the electronic reproduction (video or audio) of Committee meetings.
- k) [G] Assignment or Leasing of Parking Spaces. It is intended that parking spaces, if any are established by the Association, are for the exclusive use of guests and visitors; however, if in the sole opinion of the Management Committee, whose decision shall be binding and conclusive, there are excess guest or visitor parking spaces, then the Committee may elect to temporarily assign or lease any excess parking spaces to residents.
- l) [H] Borrow and Collect Money. The power and authority to borrow money and pledge assets of the Association, so long as it has been approved by at least Seventy-five (75%) of the members in the Association.
- m) [I] Right to Rent, Lease or Make Available. The right of the Association to rent, lease, or make available without charge for any purpose (including, without limitation, public meetings of governmental authorities) any portion of the Common Area Parcel A on a short-term basis to any Person approved by the Association for the exclusive use of such Person and such Person's family, guests and/or invitees; and
- n) ~~All other Acts. The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions on behalf of the Owners.~~

[STATUS AND GENERAL AUTHORITY OF DECLARANT]

- a) **Grant Easements. Subject to the restrictions imposed by the Conservation Easement, the authority, without the vote or consent of the Owners, Mortgagees, insurers, or guarantors of any Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Common Area for purposes reasonably necessary or useful for the proper maintenance, operation, or regulation of the Project.**
- b) **Standing. The power to sue and be sued.**

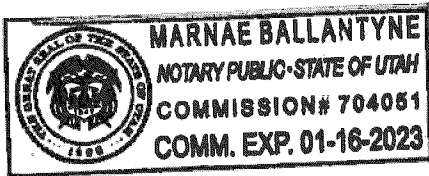
- c) Enter Into Contracts. The authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.
- d) All other Acts. The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions on behalf of the Owners.


Dated this 12th day of October, 2021.

Old Towne Square LC

 By: Stephen Larsen
 Its: Manager

State of Utah)
 :
 County of Utah)

On the 12th day of October, 2021, personally appeared before me Stephen Larsen, who being by me duly sworn did say that he is the Manager of Old Towne Square LC, a Utah limited liability company and that said instrument was signed by him in behalf of said limited liability company by authority of its articles of organization or its operating agreement and said Stephen Larsen, acknowledged to me that said limited liability company executed the same.




 Notary Public

LEGAL DESCRIPTION:

Lots 601-615 inclusive, and Parcel A, and Parcel B, HERON HILLS PLAT "F" SUBDIVISION, Saratoga Springs, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Tax Nos. 68-025-0601 thru 68-025-0615

Lots 701-731 inclusive, HERON HILLS PLAT "G" SUBDIVISION, Saratoga Springs, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Tax Nos. 68-023-0701 thru 68-023-0731

Lots 801-812, inclusive and Parcel A, HERON HILLS PLAT "H" SUBDIVISION, Saratoga Springs, Utah, Saratoga Springs, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Tax Nos. 68-024, 0801 thru 68-024-0812

Lots 101-115, inclusive and Parcels A and B, HERON HILLS PLAT "A" SUBDIVISION, Saratoga Springs, Utah, Saratoga Springs, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Tax Nos. 41-815-0101 thru 41-815-0117

Lots 201-217, inclusive and Parcels B and C, HERON HILLS PLAT "B" SUBDIVISION, Saratoga Springs, Utah, Saratoga Springs, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Tax Nos. 41-842-0201 thru 41-842-217, 81-842-0219, 81-842-0220

Lots 301-321 inclusive and Parcel B, HERON HILLS PLAT "C" SUBDIVISION, Saratoga Springs, Utah, Saratoga Springs, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Tax No. 41-874-0301 thru 41-874-0321 and 41-874-0323

Lots 401-404 inclusive, HERON HILLS PLAT "D" SUBDIVISION, Saratoga Springs, Utah, Saratoga Springs, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Tax No. 41-875-0401 thru 41-875-0404

Lots 501-508 inclusive, HERON HILLS PLAT "E" SUBDIVISION, Saratoga Springs, Utah, Saratoga Springs, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Tax Nos. 41-967-0501 thru 41-967-0509