

WHEN RECORDED, RETURN TO:  
**MILLER HARRISON LLC**  
5292 South College Drive, Suite 304  
Murray, UT 84123  
801-692-0799

ENT 128651:2021 PG 1 of 4  
**Andrea Allen**  
**Utah County Recorder**  
2021 Jul 22 08:32 AM FEE 254.00 BY JR  
RECORDED FOR Miller Harrison LLC  
ELECTRONICALLY RECORDED

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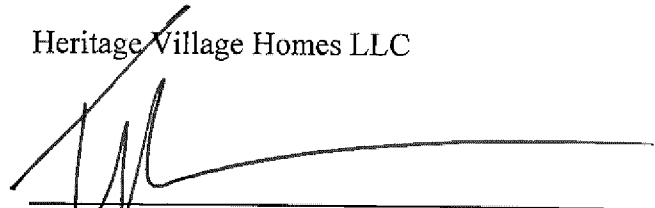
## NOTICE OF AGREEMENT

**KNOW ALL PERSONS** that on April 8, 2021 the Heritage Village Homeowners Association (the "Association") entered into the following Agreement as a condition to obtaining the requisite votes to amend the Association's current governing documents which may be recorded hereafter.

Notwithstanding any future amendments, the following Agreement reserves specific Declarant rights which are more fully set forth in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Heritage Village recorded in the office of the Utah County Recorder on August 14, 2013 as Entry No. 78151:2013 (the "Declaration").

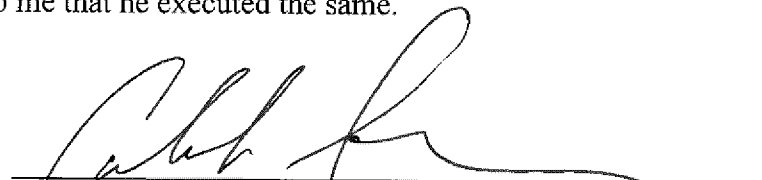
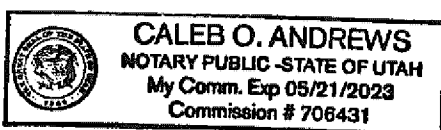
DATE FILED: July 21, 2021.

Heritage Village Homes LLC

  
Tyler S. LaMarr, *Attorney-in-Fact*

STATE OF UTAH            )  
  ) ss  
County of SALT LAKE    )

On July 21, 2021, personally appeared before me Tyler S. LaMarr, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

  
Caleb O. Andrews, *Notary Public*

## DECLARANT AGREEMENT

*Heritage Village Homeowners Association*

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THIS DECLARANT AGREEMENT (the “Agreement”) is entered into on the date of execution set forth below by the Heritage Village Homeowners Association (the “Association”) regarding the reservation of Declarant rights in light of recent efforts to amend the Association’s governing documents.

### RECITALS

A. WHEREAS the Association is currently governed by the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Heritage Village recorded in the office of the Utah County Recorder on August 14, 2013 as Entry No. 78151:2013 (the “Declaration”).

B. WHEREAS the Association consists of real property as depicted on certain Plats which are on record in the office of the Utah County Recorder (the “Plats”).

C. WHEREAS the Association is subject to the Utah Community Association Act, Utah Code § 57-8a-101 *et seq.* (the “Act”).

D. WHEREAS the Association has been turned over from the control of the Declarant to the control of an elected Board of homeowners.

E. WHEREAS despite turnover, Declarant reserves certain rights detailed in the Declaration and other governing documents.

F. WHEREAS in addition to any other Declarant rights, and in nowise excluding any reserved Declarant rights contained in the Declaration and other governing documents, Sections 10.2 and 10.3 of the Declaration specifically reserve enumerated Declarant rights.

G. WHEREAS the Association desires to amend the Declaration to remove certain Declarant language it feels is unnecessary after turnover and adapt and tailor the amended declaration to more adequately fit the needs of the present homeownership.

H. WHEREAS Section 13.1.4 of the Declaration requires the Board to obtain the written consent of the Declarant before amending the Declaration.

I. WHEREAS the Association does not intend to hinder or impede Declarant’s exercise of the reserved rights currently in the Declaration or other governing documents although such rights may not appear in the amended declaration.

J. WHEREAS Section 13.1.4 of the Declaration gives the Declarant the unilateral right to amend the Declaration.

K. THEREFORE, the Association agrees as follows:

**AGREEMENT**

1. **Agreement.** In consideration for Declarant’s consent to amend the Declaration, the Association agrees not to infringe, hinder, impede, or otherwise restrict the exercise of any of Declarant’s reserved rights enumerated under the Declaration or other governing documents. Further, the Association recognizes that despite the amended declaration, Declarant shall retain all of its rights reserved under the Declaration and other governing documents and agrees to be bound by any action Declarant takes thereunder.

2. **Covenant to Cooperate.** The Association covenants to cooperate with Declarant in its efforts to continue construction and development of the empty lots within the Association. The Association shall not interfere with Declarant’s use of a construction trailer for normal office purposes nor assert any rights or control, either directly or indirectly, with respect to paint colors and architectural design used in the original construction by Developer.

3. **Right to Amend.** If, in the determination of the Declarant, the Association fails to comply with the Agreement at any time, Declarant shall have the right to unilaterally amend the Declaration to reinstate and enforce the Declarant’s rights enumerated in the Declaration and other governing documents. The Association agrees not to interfere with Declarant’s unilateral right to amend.

4. **Right to Record.** Declarant, at its option, may record this Agreement against the real property governed by the Association.

5. **Attorney Fees and Costs.** If enforcement of this Agreement is deemed necessary by either party, the prevailing party shall be awarded its reasonable attorney fees and costs connected therewith.

IT IS HEREBY AGREED this 8<sup>th</sup> day of April, 2021.

**HERITAGE VILLAGE  
HOMEOWNERS ASSOCIATION**

Betty Joyce Martin  
PRESIDENT - Acting

4/8/2021  
DATE

**EXHIBIT "A"**  
Legal Description

All of Heritage Village Plat "B", according to the official plat on file in the office of the Utah County Recorder as Entry No. 78150:2013.

Parcel No. 41:776:0001 through 41:776:0051.

All of Heritage Village Plat "D", according to the official plat on file in the office of the Utah County Recorder as Entry No. 19667:2016.

Parcel No. 41:824:0052 through 41: 824:0093.

All of Heritage Village Plat "E", according to the official plat on file in the office of the Utah County Recorder as Entry No. 77687:2018.

Parcel No. 41:906:0094 through 41:906:0117.