

WHEN RECORDED, RETURN TO:
Heritage Crossing, LLC
Attn: Legal Department
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

Affecting Parcel No(s): 03-222-0001 through 03-222-0017

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HERITAGE CROSSING**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HERITAGE CROSSING ("**Declaration**") is made and entered into as of the 28th day of November 2022, by Heritage Crossing, LLC, a Utah limited liability company ("**Declarant**").

RECITALS

A. Declarant is the fee title owner of certain real property located in the city of Nibley ("**City**"), in Cache County ("**County**"), in the State of Utah ("**State**"), which real property is more particularly described on Exhibit A attached hereto (the "**Property**") and as evidenced by that certain subdivision plat recorded in the office of the County Recorder on September 12th, 2022 as Entry No. 1327997, in Book 03, on Page 222 (the "**Plat**").

B. All Owners, their successors, heirs, and assigns identified in this Declaration shall have the right to enforce these covenants, conditions, and restrictions.

C. Declarant has adopted, imposed, and subjected the Property to certain covenants, conditions, and restrictions (collectively, the "**Covenants**") for the purpose of:

- i. Helping to ensure uniformity in the development of the Lots;
- ii. Creating certain covenants and use restrictions to help protect long term property values and a desired quality of life; and
- iii. To facilitate the sale by Declarant, its successors, and assigns, and by Owners in the Community by reason of its ability to help assure such purchasers of uniformity and basic restrictions intending to preserve property values over time.

AGREEMENT

NOW, THEREFORE, the Declarant does hereby establish and impose upon the Property the Covenants for the benefit of, and to be observed and enforced by, the Declarant, and its successors and assigns as well by all Owners, to wit:

ARTICLE I – DEFINITIONS

1. **Definitions.** The following terms, when used in this Declaration, shall have the following meanings (unless context expressly requires otherwise):

1.1. “*Architectural Control Committee*” shall mean the group responsible for review, and approval, of all plans—as further described in Article 5 of this Declaration. The Architectural Control Committee shall hereinafter be referred to as “*ACC*”.

1.2. “*Builder*” means any person or entity, if any, other than the Declarant, which shall, in the ordinary course of such person’s business, construct a dwelling on a Lot and sell or lease, if allowed, it to another person to occupy as such person’s residence.

1.3. “*City*” shall mean and refer to the municipality referred to in Recital A.

1.4. “*County*” shall mean and refer to the county referred to in Recital A.

1.5. “*Community*” means all of the land described in the attached Exhibit A.

1.6. “*Declarant*” means Heritage Crossing, LLC and any successor or assign thereof to whom it shall expressly (i) convey or otherwise transfer, in writing, all or a portion of its right, title, and interest in the Property; or (ii) transfer, set over, and assign all of its right, title, and interest under this Declaration, or any amendment or modification thereof.

1.7. “*Improvements*” means every structure or improvement of any kind, including, but not limited to, landscaping, residence, deck, porch, awning, fence, garage, carport, driveway, storage shelter, or other product of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with this Declaration).

1.8. “*Lot*” or “*Lots*” means a subdivided parcel, Lot, or plot of ground within the Property and as designated on the Plat.

1.9. “*Owner*” means the person or persons who are vested with record title as owning any Lot (including the holder of a vendee’s interest under a land sale contract, unless otherwise stated in the contract) whose interest in the Lot is held in fee simple according to the records of the County recorder.

1.10. “*Plat*” means the plat map entitled Heritage Crossing Subdivision, attached as Exhibit A, to be recorded in the office of the County Recorder, and any amendments thereto as provided in Article II below.

1.11. “*Property*” means all of the real property described in Exhibit A attached hereto.

1.12. “*Single-Family Lot*” means those Lots upon which there are constructed a single-family residence.

1.13. “*Single-Family Residence*” shall mean a building, house, or dwelling unit used as a residence for a Single-Family, including any appurtenant garage or similar out-building.

1.14. “*Single-Family*” shall mean a group of one (1) or more persons each related to the other by blood, marriage, or legal adoption.

1.15. “*State*” shall mean and refer to the state in Recital A.

ARTICLE II – PROPERTY SUBJECT TO THIS DECLARATION

2.1. Submitted Property.

(a) The real property which is, and shall be, transferred, held, sold, conveyed, and occupied subject to this Declaration is located in Cache County, Utah, as described on Exhibit A attached hereto.

(b) Declarant declares that all of the Property shall be owned, conveyed, hypothecated, encumbered, used, occupied, and improved subject to this Declaration. The easements, covenants, conditions, and restrictions described in this Declaration shall run with the Property and shall be binding upon all parties having or acquiring any right, title, or interest in such property or any part thereof and shall inure to the benefit of each Owner.

ARTICLE III – PROPERTY RIGHTS IN LOTS

3.1. Use and Occupancy. Each Lot shall be bound by, and the Owner shall comply with, the restrictions contained in this Declaration for the mutual benefit of the Owners.

3.2. Right of Ingress and Egress. Each Owner shall have a right of ingress to and egress from their Lot, with such right being perpetual and appurtenant to the Lot Ownership.

3.3. Restrictions on Lot Division. All Owners are prohibited from further subdivision in this Declaration for the mutual benefit of dividing any and all Lots subject to this Declaration.

3.4. Easements Shown on Plat Map. Lots shall be subject to the easements shown on the Plat.

ARTICLE IV – ENCROACHMENTS

4.1. Encroachment. No Lot shall encroach upon an adjoining Lot. If, however, an encroachment occurs because of settlement or shifting of a structure or any other reason whatsoever beyond the control of any Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement

4.2. Conveyance Subject to Easement. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of the Article without specific or particular references to such easement.

4.2. Liability. Nothing in this section shall relieve an Owner of liability in the case of the Owner's willful misconduct or failure to adhere to the Plat Map.

ARTICLE V – ARCHITECTURAL CONTROL PROVISIONS

5.1. Land Use and Building Type. Each Lot shall be used exclusively for the construction and occupancy of a Single-Family Residence. Except as may be specifically provided in this Declaration, no building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) Single-Family Residence or dwelling.

5.2. Design Guidelines; Architectural Control.

(a) No grading, excavation, building, fence, wall, resident, or other structure, or alteration of any kind shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications thereof showing the location of all improvements has been approved in writing by the ACC. The Architectural Control Committee, in its sole option, may also require the Owner to submit a topographical plan and/or a detailed landscaping plan for review and approval. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade of any Lot shall be subject to the prior written approval of the ACC. No changes or deviations in or from the plans and specifications once approved by the ACC shall be made without the prior written approval of the Architectural Control Committee. Subsequent to receiving approval of the Architectural Control Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from Nibley City.

(b) Dwelling Quality and Size. One of the purposes of this Declaration is to ensure that all single-family dwellings and outbuildings constructed in accordance with this Declaration, City codes and ordinances, and any other applicable rules, regulations, and ordinances are of quality workmanship and materials so as to ensure a high-quality aesthetic within the Project. Therefore, the following quality and size minimum standards shall apply to all single-family dwellings and outbuildings constructed within the Project:

(i) No single-family dwelling or outbuilding shall be a prefabricated dwelling, mobile, home, or constructed from logs or have an appearance of a log exterior;

(ii) Any siding used on the single-family dwelling or outbuilding shall be fiber cement siding (or an equivalent thereof), stucco, natural stone, stone veneer, brick, or natural wood. Vinyl, aluminum, and other similar siding is expressly prohibited.

(iii) All single-family dwellings consisting of one story shall have a minimum of fourteen hundred square feet (1,400 ft²) of finished living space. All single-family dwelling consisting of two stories shall have a minimum of two thousand four hundred square feet (2,400 ft²) on the first and second stories combined. All garage and open porch areas are expressly excluded when calculating the foregoing minimum square footage requirements.

(iv) All outbuildings, including tool sheds, workshops, and barns are permitted so long as the same comply with all City codes and ordinances and receive Architectural Control Committee approval as set forth above.

(c) Building Location. All Lots must front the applicable rights-of-way. Lots situated on 1200 West and/or 3200 South are expressly prohibited from having driveway access on 1200 West and/or 3200 South.

(d) Basements. BECAUSE OF THE HIGH GROUNDWATER TABLE EXISTING UNDER THE PROJECT BASEMENTS, FOR RESIDENTIAL DWELLINGS AND ALL OTHER STRUCTURES (E.G., OUTBUILDINGS, SHEDS, BARNS, WORKSHOPS, ETC.) MAY BE ALLOWED ON A CASE-BY-CASE BASIS. IF AN OWNER DESIRES TO CONSTRUCT A STRUCTURE WHICH INCLUDES A BASEMENT, THEN SUCH OWNER SHALL SUBMIT TO THE ARCHITECTURAL CONTROL COMMITTEE, IN ADDITION TO THE STRUCTURE PLANS, A SOIL AND GROUNDWATER STUDY (THE "**GROUNDWATER STUDY**") COMMISSIONED AND OBTAINED BY SUCH OWNER CONFIRMING, BY ITS HIRED CONSULTANT CHARGED WITH PREPARING AND CONFIRMING THE GROUNDWATER STUDY, WHICH CONSULTANT SHALL BE DULY LICENSED AND IN GOOD STANDING IN AND WITH THE STATE OF UTAH, THAT THE PROPOSED BASEMENT WILL NOT BE AFFECTED BY THE GROUNDWATER TABLE. THE ARCHITECTURAL CONTROL COMMITTEE WILL NOT REVIEW THE GROUNDWATER STUDY AND RENDER A DECISION ON WHETHER OR NOT THE BASEMENT WILL BE AFFECTED BY THE HIGH GROUNDWATER TABLE AND/OR

POTENTIALLY UNSUITABLE SOILS CONDITIONS; RATHER, THE OWNER EXPRESSLY AUTHORIZES THE ARCHITECTURAL CONTROL COMMITTEE TO RELY ON THE CONTENTS CONTAINED IN THE GROUNDWATER STUDY AND CONFIRMATION BY SUCH OWNER'S CONSULTANT THAT THE HIGH GROUNDWATER TABLE AND/OR POTENTIALLY UNSUITABLE SOILS CONDITIONS WILL NOT AFFECT THE BASEMENT, IN ITS REVIEW AND DECISION ON SUCH OWNER'S SUBMITTED PLANS. THEREAFTER, THE OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE ARCHITECTURAL CONTROL COMMITTEE, ASSOCIATION, DECLARANT, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, PRINCIPALS, AND OTHER SIMILAR THIRD-PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, AND OTHER COSTS, EXPENSES, FEES, AWARDS, PENALTIES, ETC. ARISING FROM CONSTRUCTION OF AND ANY AFFECTS OF SUCH BASEMENT IN AN AREA WITH A DISCLOSED HIGH GROUNDWATER TABLE AND/OR POTENTIALLY UNSUITABLE SOILS CONDITIONS.

(e) Landscaping. Front and side-yard landscaping must be completed within twelve (12) months of occupancy by an Owner. For the avoidance of doubt, raw dirt, except in designated garden areas, must be covered by non-dirt materials including, but not limited to, grass, decorative bark, shrubbery, trees, or other vegetation that does not detract from the aesthetic feel of the Project. Prior to and following vertical construction on a Lot, the Owner of such Lot shall keep the same well maintained and clear of any and all excessive weeds.

5.3. Improvements

(a) Completion of Improvements. Construction of all Improvements, including painting and exterior finish, shall be completed within twelve (12) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship because of weather conditions, the periods specific in this section may be extended for a reasonable length of time. The building areas including unsold lots shall be kept reasonably clean and in workmanlike order during the construction period. Unsold lots shall not be allowed to collect debris, rubbish, or become a long-term storage facility for construction materials or equipment. All construction activities shall conform to city ordinances and regulations.

(b) Commencement of Improvements. Construction of all Improvements shall commence within twenty-four (24) months of the acquisition of the Lot. Once a Lot is acquired the Owner is required to fully maintain, irrigate, and control all shrubbery, including keeping weeds under control and from going to seed. The Owner is also required to keep the Lot presentable and free of garbage and other debris until construction begins.

(c) Landscaping of the Lot. The area within the front of a home or residence shall be kept only for ornamental or decorative planting of grass, trees, shrubbery, or rock landscaping materials. No fences shall be allowed in the front yards.

All front and side yards must be landscaped within twelve (12) months after an occupancy permit for the home or residence is obtained. The twelve-month (12) allowance for the front yard may be extended for the number of months that improvements cannot be installed because of inclement or winter weather, the extended completion date shall not exceed eighteen (18) months from receipt of the occupancy permit. Statues of personages, animals, or decorative structures are not permitted in the front yards. This is not intended to exclude temporary or seasonal holiday decorations.

(d) Carports. Carports are not permitted.

(e) Temporary or Prefab Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained within the Property, with the exception of those temporary structures such as pods, or container units used in support of construction activities for Owners storage prior to occupancy. All such temporary storage units must be removed within 90 days of occupancy permitted in accordance with Section 5.4 below. No prefabricated housing may be installed or maintained within the Property.

(f) Mailboxes. Mailboxes will be per the post office.

5.4. Temporary Structures.

(a) Subject to Sections 5.4(b) and 5.5 below, no structure of a temporary character, trailer, recreational vehicle, tent, shack, garage, barn, or other outbuilding shall be used on or within the Property at any time as a residence, either temporarily or permanently.

(b) A single detached garage that is approved by the city and maintained in good condition will be permitted on the Property so long as its form and exterior appearance matches the existing homes and buildings. A single shed well-built and well maintained, typical of a tuff shed type unit will be allowed. Colors shall be similar to those use on the home.

5.5. Architectural Control Committee. There shall be an Architectural Control Committee not to exceed five members, chaired by the Declarant's designated representative. Members have authority to select replacements or to fill vacancies. In the event a member is unable to attend a meeting, and rescheduling is not practical, that member may designate an alternate to represent that member. A majority vote from Existing members or designated alternates is required to ratify actions to fill committee vacancies. The Declarant shall act as chair of the ACC until such time as all of the Lots have residences constructed thereon—at such time a new chair shall be appointed by the members. The ACC will continue its role for the duration of this document to ensure the Owners continued compliance with these Declarations.

(a) ACC Membership Votes/Ratification. A majority vote from membership is required for all actions, decisions, house plan approvals, et cetera.

(b) House Plan Submittal. The Owner is responsible for submitting completed plans to the ACC for approval. House plans are not considered complete until the owners and architects and or builder consider the plans to be in compliance with these Declarations, and City and State requirements.

(c) Deviation Requests. If any Owner desires to construct a home that deviates from this Declaration in any way, deviations shall be clearly identified and such plan must be submitted and approved by the ACC, such approval shall be in the sole discretion of the ACC, prior to submission of such plan to the City.

(d) Declaration Documentation. In the event Owner desires to amend the Declaration document, a 2/3 majority vote from the Owners plus a majority vote from the ACC is necessary to implement document changes. Each Owner is entitled to one vote.

(e) ACC Review. The ACC shall review and approve or deny the plans within ten (10) business days of receipt. Rational for any disapproval must be documented. Failure of the ACC to approve or deny the plans within such time period shall not constitute an approval unless the requesting Owner sends an additional request for approval via certified mail to the ACC; if no response is

received within seven (7) business days from the date of the signature on the certified mail receipt, approval shall be deemed to be granted. All plans must conform to State and City statute and ordinances.

The ACC shall have the right but no the duty, to enforce the terms of this Declaration by any legal means and shall be entitled to recover its costs and attorney fees from the other party in any such enforcement action by the ACC, whether or not a judicial proceeding is instituted.

5.6. Specific Lot Obligations.

(a) Entry Monuments. Lot #17 shall have an entry monument placed within the City right-of-way. All maintenance of the monument, including landscaping, shall be carried out as needed by the respective Owner of the Lot that each monument is placed on, in perpetuity. Monuments shall be maintained to their original condition. No Owner shall materially alter or change the landscaping associated with an entry monument without the approval of the ACC.

(b) Mailbox. There shall be two (2) mailbox clusters that will service the Community, one (1) mailbox cluster on 3050 South, and one (1) mailbox structure on 3100 South, in locations determined by the United States Postal Service. The Owner(s) of the lots on which the mailbox cluster is located shall maintain the landscaping around the mailbox in its original condition.

(c) Detention Basin. Lot #2 and Lot #11 are encumbered by a drainage easement. The City shall be solely responsible for the maintenance and upkeep of the Detention Basin infrastructure. With the exclusion of the Detention Basin infrastructure, it shall be the sole responsibility of the Owner(s) of Lot #2 and Lot #11 to maintain all other portions of the Detention Basin.

ARTICLE VI – RESTRICTIONS ON USE

6.1. Restrictions and Requirements. The following restrictions and requirements are in addition to all other restrictions and requirements contained in this Declaration:

(a) Residential Use. Lots shall be used for residential purposes in accordance with and subject to the other provisions of this Declaration. Except as provided in this subsection, no trade, craft, business, profession, commercial, or similar activities of any kind shall be conducted on or within any Lot or in any other portion of the Community. Nothing in this Section shall be construed as to prevent or prohibit:

(i) Activities relating to the rental or sale of Lots. The Declarant may use one or more Lots for purposes of a construction office or sales office during the actual period of construction of any improvements, including the Subdivision Improvements; or,

(ii) An Owner from maintaining their professional personal library; keeping their personal business or professional records or accounts; handling their professional business or professional telephone calls; or conferring with business or professional associates, clients, or customers so long as there is no significant increase in traffic or noise on or in such Owner's Lot; or,

(iii) Home occupation that requires the Owner's clients, customers, patients, or others to come to the Lot to conduct business or which requires any employees outside of the Owner's immediate family or household must be approved by the ACC prior to submitting a request to Nibley City. Such business shall not result in a significant increase in traffic or deprive neighbors of parking spaces adjacent to their own Lots, and such business shall not result in excessive noises.

(b) Drainage System. There shall be no interference with the established drainage patterns or systems over or through any Lots so as to affect any other Lot or any real property outside the Property. The term “established drainage” shall mean the drainage swales, conduits, inlets, and outlets designed and constructed for the Property.

(c) Offensive Activities. No noxious, offensive, or unsightly conditions that may include, but are not limited to, the placement of storage cars, car parts and appliances, or other noxious or offensive activities shall be permitted on or in any Lot or other portion of the Property, nor shall anything be done in or placed upon or within any Lot that interferes with or jeopardizes the enjoyment of other Lots or which is a source of unreasonable annoyance to other Owners.

(d) Unlawful Activities. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(e) Animals.

(i) The keeping of any animal by a Lot Owner shall be in compliance with any County or City ordinances.

(ii) Those animals that are permitted shall not cause noise or disturbance that would be deemed a nuisance to other Owners or residents within the Property. Any inconvenience, damage, or unpleasantness caused by such animals shall be the responsibility of the respective Owners thereof and Owners shall be responsible for prompt removal of wastes of their animals from all portions of their own Property.

(iii) Ordinary household pets are permitted, but not to exceed more than two (2) dogs and two (2) cats shall be allowed on any one Lot within the Project Property. Dogs belonging to Owners, occupants, or their licensees or invitees within the Project Property must be kept within an enclosure or on a leash. Pets taken off the Owner’s lots must be leashed or held by a person capable of controlling the animal.

The enclosed area where animals are kept such as a kennel or fenced yard must be maintained such that the animal cannot escape there from. Any such contained enclosure areas must be cleaned on a regular basis to minimize odors and maintain a clean appearance. No kennel or dog run may be placed closer than 20 feet to any dwelling other than that of the Owner of the kennel. No kennel may be placed closer than 4 feet from neighboring property line. In no case may any household pet or other animal kept at or around the Single-Family Residence be allowed to create a nuisance for neighboring Lot Owners due to noise, odors, or otherwise.

(f) Rubbish and Trash. No part of the Property may be used or allowed to become a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste may be kept or maintained on any part of the Property except in a sanitary container or within a trash enclosure screened from public view. All such waste and garbage must be promptly and periodically removed.

(g) Vehicles in Disrepair. No Owner shall permit any vehicle that is in extreme state of disrepair to be abandoned or to remain parked upon any part of the Property unless such vehicle is within a garage. A vehicle shall be deemed in an “extreme state of disrepair” when its presence offends the occupants of the other Lots.

(h) Fences. Fencing materials are limited to vinyl, trex, masonry (natural stone, stone veneer, and brick), fencing with or without slats, and wrought iron. All other types of fencing materials are hereby prohibited. There shall be no front yard fencing. Fences on sides of house and between lots shall not exceed 6 feet tall. Fences parallel to front of houses must be at least 6 feet behind the front of the house. Fences, comprised of approved materials, may be placed on the Owner's property one foot or more away from the Property line parallel with the street in front of unoccupied lots. Such fences, however, must be removed when home construction or project improvements begin. Such fences are not to be used to hide neglected lots. The Property Owner is still responsible for maintenance of the Lot inside the fence and the ground between the fence and the curb. And consistent with Section 5.2(a) above, Owner(s) must submit to the ACC, for their review, the construction plans, and specifications, for all fences.

(i) Parking of Recreational and Other Vehicles. Except as otherwise provided in this subsection, the parking of boats, trailers, commercial vehicles, motorcycles, commercial trucks, truck campers, motor homes, golf carts, off road vehicles, farm and construction equipment, and other similar vehicle shall be allowed only within the confines of a garage or behind fencing that provides for the proper screening of such parked vehicles or equipment. No portion of such vehicle or equipment may project beyond the enclosed garage or fencing area. All other parking of such vehicles and equipment shall be prohibited.

(j) Clothes Lines and Clothing Materials. No clothes lines, clothes racks, or other apparatus on which clothes, rags, or similar items are exposed for the purpose of drying or airing shall be located on the Property except within a Lot, unless in an area screened from public view. No garments, rugs, rags, laundry, or other clothing or materials shall be allowed to hang from the windows or from any of the facades or any other part of a Lot unless in an area screened from public view.

(k) Yard Areas—Restrictions and Maintenance. No items of any kind may be stored in front yard areas of Lots so as to be visible from public view. This includes animal or personage statues, pedestals, Gazebos, or other large ornamental fixtures. This does not include traditional holiday decorations, providing of course, those decorations are removed within a reasonable time after the holiday. The Owners are required to keep all structures, fences, and additional buildings in good repair, well maintained, and with presentable appearances. This includes shrubbery and trees. Prompt removal and disposal of dead or diseased wood in trees is essential to prevent hosting insects or diseases that often will spread to and adversely impact neighboring trees and shrubs. Dead Trees, shrubs, or other similar shrubbery, if left unattended, may be pruned, or removed at Owner's expense.

(l) Signs. No advertisement or poster of any kind may be posted in or upon the Properties except:

(i) Not more than one (1) "For Sale" or "For Rent" sign, not exceeding twenty-four (24) inches in height and thirty-six (36) inches long, may be temporarily placed on a Lot by the Owner, resident, or a licensed real estate agent;

(ii) "Political" signs may be temporarily placed on a Lot by the Owner or occupant of the Lot; up to 30 days before an election. Signs remaining after seven (7) days following the announced election will be removed by the ACC or delegated person;

(iii) Signs may be placed on the Property by Declarant for sales related activities so long as the project is active;

(iv) Small signs announcing seasonal or occasional events may be placed for no more than seven (7) days per event. Signs for “perpetual” events shall not be allowed.

(m) Noise Disturbance. Residents shall exercise care about making noises or the use of musical instruments, radios, televisions, or amplifiers and may not disturb other residents. Common sense and neighbor courtesy is expected when using gas powered yard equipment to avoid disturbing neighbors such as those who may work irregular shifts.

(n) Leasing and Rental of Homes. Other than provided in this subsection, there is no restriction on the right of an Owner to lease or rent such Owner’s Home.

(i) No Owner shall lease or rent their home to more than one family, or for a period of less than six (6) consecutive months. No leases or rentals are permitted for transient purposes.

(ii) All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by the lessee or tenant to comply with the terms of such documents shall be considered a default under the lease. The Owner shall provide the lessee or tenant a copy of this Declaration, including any amendments thereto.

(o) Antennas. No television, ham radio, citizen band, or radio antenna or similar electronic receiving or transmitting device shall be permitted upon the roof top or side of any home or elsewhere if exposed to the view from any other Lot or the street. New style digital satellite mini-dishes are excluded from this provision. In no case will operation of electronic equipment, using any such receiving or sending antenna, be allowed to cause interference with normal home entertainment facilities or telephones or equipment.

ARTICLE VII – DECLARANT RIGHTS AND CONTROL

7.1. Other Rights. In addition to any other rights under this Declaration, Declarant:

(a) For Sale Signs. May maintain a reasonable number of “For Sale” signs, the size of which may be determined by Declarant. Declarant may assign such rights to Builders within the Property. Signs must be in conformance with [fill in w/City] ordinances.

(b) Right to Add Property. Declarant reserves the right to unilaterally purchase additional property to annex to the Property, in its sole discretion.

7.2. Easements Reserved to Declarant.

(a) An easement for the installation, construction, maintenance, reconstruction, and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, is hereby expressly granted.

(b) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way, and licenses to any person, individual, corporate body, or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses

or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon, and across any and all of the roads, streets, avenues, or alleys, and in, over, though, upon and across each and every Lot in any easement area set forth in this Declaration or shown on the Plat Map.

(c) The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights-of-way, or easements, including easements in the areas designated as storm water management reservation, to public as all as shown on the Plat Map.

ARTICLE VIII – OWNER MAINTENANCE OBLIGATIONS

8.1. Lots/Declarant Improvements. Owner’s Responsibility. Maintenance of the Lots and all structures, landscaping, and all other Improvements thereon shall be the sole responsibility of the Owner thereof who shall maintain such Lot in accordance with this Declaration. The maintenance of all improvements constructed by the Declarant, including walls, entry monuments, and other similar structures shall be the sole responsibility of the Owner of the Lot upon which such Improvement has been erected.

8.2. Lots/Declarant Responsibilities. Maintenance of Lots owned by the Declarant shall be subject to the same care as lots that are waiting for home construction, in that the Lot must be kept clear of trash, rubbish, weeds, and shrubbery. All the aforementioned must be kept under control. Unsold Lots may not be used as a dumping ground or long-term storage site for construction equipment or waste.

8.3. Lots/Owner Responsibilities after Occupancy. All trees, lawns, shrubs, or other plantings on the lot and in the park strip, shall be properly nurtured and maintained at Owner’s expense in accordance with this Declaration. Dead or diseased wood or broken branches must be removed promptly from any trees on the lot or park strip. Diseased or insect infested trees have the potential of spreading diseases or pests to adjacent trees. Owners of fruit trees are required to follow a pest program for controlling destructive insects. One neglected tree can host enough insects to damage trees and the fruit on a substantial number of trees in the vicinity. Uncontrolled tree bores can spread and destroy an entire orchard.

(Be a good neighbor and control the fruit tree pests. Continued neglect will be grounds for requiring removal of the affected trees at Owner’s expense. Information regarding Utah State approved pest control programs for Shade, Decorative, and Fruit Trees can be obtained from the ACC.)

ARTICLE IX – COMPLIANCE AND ENFORCEMENT

9.1. Compliance. Each Owner, tenant, or occupant of a Lot shall comply with the provisions of this Declaration. Failure to comply therewith shall be grounds for an action or suit maintainable by an aggrieved Owner. An Owner seeking to enforce the provisions of this Declaration shall be entitled to his or her costs and attorney fees in any action in which the Owner prevails.

9.2. Injunctive Relief. Nothing in this Section shall prevent an Owner or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

ARTICLE X – INSURANCE

10.1. Hazard Insurance on Improved Dwelling Lot Property Lots. Each Owner of an improved Lot shall at all times maintain fire and extended coverage insurance or other appropriate

damage and physical loss insurance, in an amount equal to and not less than one hundred percent (100%) of the current replacement value of the Improvements on such Lot.

10.2. Obligation of Dwelling Lot Property to Repair and Restore. If there is any damage or destruction of the Improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgage of a Lot, shall be applied first to the repair, restoration, or replacement of the damaged or destroyed Improvements. Any such repair, restoration, or replacement shall be done in accordance with the plans and specifications for such Improvements originally approved by the Declarant.

ARTICLE XI – AMENDMENT AND DURATION

11.1. Amendments.

(a) Approval Required. This Declaration may be amended if such amendment is approved by three-fourths (3/4) of all the Owners.

(b) Additional Approval Requirements. No Amendment may create, limit, or diminish any special Declarant rights, change the boundary of any Lot, or uses to which any Lot is restricted, unless the Owners of the affected Lots unanimously consent to the Amendment.

(c) Execution and Recordation. An Amendment shall not be effective until the Amendment is certified and recorded in the County Recorder's Office.

11.2. Duration. This Declaration shall perpetually run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof for an initial period of thirty (30) years commencing with the date on which this Declaration is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property within the Property and the Owners thereof for successive additional period often ten (10) years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent, or other action whatsoever.

ARTICLE XII – MISCELLANEOUS PROVISIONS

12.1. Invalidity; Number; Captions. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural shall include the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

12.2. Lessees and Other Invitees. Lessees, invitees, contractors, family members, and other persons entering the Property under rights derived from an Owner, shall comply with all the provisions of this Declaration, restricting or regulation the Owner's use, improvement, or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

12.3. Non-waiver. Failure by Declarant or any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

12.4. Waiver, Precedent and Estoppels. No restriction, condition, obligation, or provision contained in this Declaration or rules and regulations adopted in accordance herewith, shall be deemed to have been abrogated or waived by the Declarant or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof that may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppels impairing the right of the Declarant or Owner as to any similar matter.

[Remainder of page left intentionally blank. Additional pages follow.]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the 28th day of November, 2022.

DECLARANT

HERITAGE CROSSING, LLC,
a Utah limited liability company

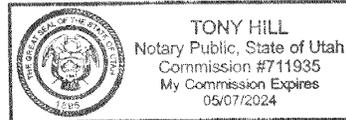
By: *Colin Wright*

Name: Colin Wright

Its: Manager

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On this 28th day of November, 2022, personally appeared before me Colin Wright, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of Heritage Crossing, LLC, a Utah limited liability company and that said document was signed by him in behalf of said limited liability company by authority of its governing documents, and said Colin Wright acknowledged to me that said limited liability company executed the same.



 Tony Hill
(Notary Signature)

(Seal)

EXHIBIT A Property Legal Description

All of lots 1 through 17 and Parcel A as shown on the Final Plat for Heritage Crossing Subdivision, recorded in the Office of the Cache County Recorder on September 12th, 2022, as entry No. 1327997.

