

When Recorded Return To:  
Heritage 76, LLC  
14034 S. 145 E. Suite 204  
Draper, UT 84020

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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
MILLER HARRISON LLC  
BY: eCASH, DEPUTY - EF 4 P.

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
HERITAGE 76**

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Heritage 76 (the "**First Amendment**") is executed and adopted by Heritage 76, LLC (the "**Declarant**").

**RECITALS**

A. The Declaration of Covenants, Conditions, and Restrictions for Heritage 76 was recorded on June 16, 2020 as Entry No. 13300060 in the office of the Salt Lake County Recorder (hereinafter the "**Declaration**").

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

C. The Declarant desires to amend the Declaration as set forth in this First Amendment to further clarify Declaration amendment limitations and restrictions.

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

E. Pursuant to Article XV, Section 15.1 of the Declaration, the Declarant has the sole authority to amend the Declaration during the Period of Declarant Control. As of the date of the recording of this First Amendment, the Period of Declarant Control remains in effect.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the Declarant hereby executes this First Amendment, which shall be effective as of its recording date with the Salt Lake County Recorder's office.

**(1) Amendment No. 1.** The following shall be added as Section 9.13(g) of the Declaration:

(g) Amendment of Section. This Section 9.13 shall not be amended or deleted unless all of the following amendment requirements are met:

(1) The Association shall obtain 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, FHA loan approvals, and any other factors that are relevant to Owners and property values. The report shall be delivered to all Owners at least 60 days prior to voting on the proposed amendment.

(2) The Association shall obtain consents of at least 67% of the total voting interests of the Association, that are cast by Owners in person at a special meeting of the Owners called and held specifically for the purpose of voting on a proposed amendment to this Section 9.13. Only votes cast in person by Owners during the special meeting shall be counted toward the required consent percentage. Notwithstanding the general rights to vote via proxy contained in the Bylaws, any attempt to vote via proxy or absentee ballot at such special meeting dealing with Section 9.13 amendments shall not be permitted.

(3) The Association shall obtain the written approval of Bluffdale City consenting to the proposed amendment to this Section 9.13.

(4) The Association shall obtain the consent of at least 67% of mortgagees based on one vote for each Lot encumbered by a mortgage.

(5) The Association shall obtain the written consent of the Declarant or its successor. This Declarant right is intended to run with the land and to burden and be a restrictive covenant on all Lots in favor of the Declarant until such time as the Declarant records an instrument to voluntarily surrender its rights as set forth herein. This amendment restriction right is a material inducement for Declarant to sell the Lots in the Project to third parties.

**(2) Conflicts.** All remaining provisions of the Declaration and any prior amendments 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.

**(3) Incorporation & Supplementation of Declaration.** This document is supplemental to the Declaration, which by reference is made a part hereof, and 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, Declarant has executed this First Amendment this 17  
day of June, 2021.

**DECLARANT**  
**HERITAGE 76, LLC**  
a Utah limited liability company

By: \_\_\_\_\_

Name: Nathan Shipp

Its: Manager

STATE OF UTAH )  
                          ) ss.  
COUNTY OF Salt Lake

On the 17 day of June, 2021, personally appeared before me  
Nathan Shipp who by me being duly sworn, did say that she/he is an  
authorized representative of Heritage 76, LLC, and that the foregoing instrument is signed on  
behalf of said corporation and executed with all necessary authority.

Notary Public: Gina Francom



**EXHIBIT A**  
Legal Description

All of **HERITAGE 76, PLAT "A"**, according to the official plat recorded in the office of the Salt Lake County Recorder as Entry Number 13297075, in Book 2020P, at Page 149.

Including Lots 101 through 117 and Units 165 Through 174

**Parcel Numbers: 33143300040000 through 33143300310000**

All of **HERITAGE 76, PLAT "B"**, according to the official plat recorded in the office of the Salt Lake County Recorder as Entry Number 13297076, in Book 2020P, at Page 150.

Including Lots 118 through 164

**Parcel Numbers: 33143050010000 through 33143050210000**  
**33143300320000 through 33143300580000**

All of **HERITAGE 76, PLAT "C"**, according to the official plat on file in the office of the Salt Lake County Recorder.

Including Lots 175 through 229

More particularly described as:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°32'53"W ALONG THE SECTION LINE 669.93 FEET AND SOUTH 3402.85 FEET FROM THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING: S89°46'54"W BETWEEN THE NORTHEAST CORNER AND THE NORTH QUARTER CORNER OF SECTION 14, T4S, R1W, SLB&M); THENCE S13°50'15"W 15.46 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 3.38 FEET THROUGH A CENTRAL ANGLE OF 12°55'47" (CHORD: S20°18'08"W 3.38 FEET); THENCE ALONG THE ARC OF A 141.00 FOOT RADIUS CURVE TO THE RIGHT 95.20 FEET THROUGH A CENTRAL ANGLE OF 38°41'13" (CHORD: S46°06'38"W 93.41 FEET); THENCE S65°27'14"W 292.22 FEET; THENCE ALONG THE ARC OF A 650.00 FOOT RADIUS CURVE TO THE RIGHT 187.89 FEET THROUGH A CENTRAL ANGLE OF 16°33'45" (CHORD: S73°44'07"W 187.24 FEET); THENCE S82°00'59"W 337.21 FEET; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE RIGHT 15.75 FEET THROUGH A CENTRAL ANGLE OF 90°15'44" (CHORD: N52°51'09"W 14.17 FEET); THENCE S82°16'43"W 43.00 FEET; THENCE N7°43'17"W 10.02 FEET; THENCE ALONG THE ARC OF A 136.00 FOOT RADIUS CURVE TO THE LEFT 84.61 FEET THROUGH A CENTRAL ANGLE OF 35°38'44" (CHORD: N25°32'39"W 83.25 FEET); THENCE N43°22'01"W 12.81 FEET; THENCE S46°37'59"W 4.00 FEET; THENCE ALONG THE ARC OF A 21.00 FOOT RADIUS CURVE TO THE LEFT 32.99 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: N88°22'01"W 29.70 FEET); THENCE S46°37'59"W 89.01 FEET; THENCE ALONG THE ARC OF A 332.00 FOOT RADIUS CURVE TO THE RIGHT 48.96 FEET THROUGH A CENTRAL ANGLE OF 8°26'55" (CHORD: S50°51'27"W 48.91 FEET); THENCE N34°55'06"W 32.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 300.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N34°55'06"W) 44.24 FEET THROUGH A CENTRAL ANGLE OF 8°26'55" (CHORD: N50°51'27"E 44.20 FEET); THENCE N46°37'59"E 189.32 FEET; THENCE ALONG THE ARC OF A 264.00 FOOT RADIUS CURVE TO THE RIGHT 166.29 FEET THROUGH A CENTRAL ANGLE OF 36°05'25" (CHORD: N64°40'42"E 163.56 FEET); THENCE N82°43'24"E 126.72 FEET; THENCE ALONG THE ARC OF A 190.00 FOOT RADIUS CURVE TO THE RIGHT 14.00 FEET THROUGH A CENTRAL ANGLE OF 4°13'16" (CHORD: N84°50'03"E 13.99 FEET); THENCE N86°56'41"E 66.93 FEET; THENCE N3°03'19"W 123.91 FEET TO A POINT 33 FEET SOUTH FROM THE CENTERLINE OF THE EAST JORDAN CANAL; THENCE ALONG A LINE RUNNING PARALLEL TO AND 33 FEET SOUTH OF SAID CANAL CENTERLINE THE FOLLOWING THREE (3) COURSES: NORTHEASTERLY ALONG THE ARC OF A 197.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S10°12'25"E) 12.34 FEET THROUGH A CENTRAL ANGLE OF 3°35'21" (CHORD: N81°35'16"E 12.34 FEET); THENCE N83°22'56"E 47.56 FEET; THENCE ALONG THE ARC OF A 145.00 FOOT RADIUS CURVE TO THE LEFT 90.16 FEET THROUGH A CENTRAL ANGLE OF 35°37'30" (CHORD: N65°34'11"E 88.71 FEET) TO THE SOUTHERLY LINE OF HARMON DAY DRIVE; THENCE ALONG SAID LINE THE FOLLOWING FOUR (4) COURSES: S63°23'35"E 213.41 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 450.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N23°32'20"E) 160.34 FEET THROUGH A CENTRAL ANGLE OF 20°24'52" (CHORD: S76°40'06"E 159.49 FEET); THENCE S86°52'33"E 51.41 FEET; THENCE ALONG THE ARC OF A 260.00 FOOT RADIUS CURVE TO THE RIGHT 48.62 FEET THROUGH A CENTRAL ANGLE OF 10°42'48" (CHORD: S81°31'09"E 48.54 FEET) TO THE POINT OF BEGINNING.