



When Recorded Return To:  
Bastian Homes LLC  
1116 South 730 West  
Payson, UT 84651

ENT 77689:2018 PG 1 of 8  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2018 Aug 16 10:09 am FEE 141.00 BY MG  
RECORDED FOR PAYSON CITY CORPORATION

**SUPPLEMENT TO THE AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
HERITAGE VILLAGE**

**An Age Restricted Community Operated for Residents 55 Years of Age and Older  
(Plat "E")**

This Supplement to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Heritage Village ("**Supplemental Declaration**") is executed and adopted by Bastian Homes LLC, a Utah limited liability company ("**Declarant**").

**RECITALS**

A. This Supplemental Declaration shall modify and supplement the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Village ("**Declaration**") recorded with the Utah County Recorder's Office on August 14, 2013 as Entry No. 78151:2013.

B. Heritage Builders, LLC has assigned and transferred all of its rights and obligations as the declarant under the terms of the Declaration to Bastian Homes LLC.

C. Bastian Homes LLC is the Declarant at the time of the recording of this Supplemental Declaration and is the owner of the real property subject to this Supplemental Declaration.

D. Under the terms of the Declaration, the Declarant reserved the right to expand the Project and annex and subject additional land to the Declaration by the recordation of a supplemental declaration.

E. Declarant desires to expand the Project by adding all of the real property within Heritage Village Plat "E".

F. Unless otherwise designated, the capitalized terms in this Supplemental Declaration shall have the same meaning as such terms are defined in the Declaration.

G. Pursuant to Sections 2.2 and 13.1.4, the undersigned hereby certifies that this Supplemental Declaration was approved by the Declarant pursuant to its unilateral amendment and annexation power.

## **AMENDMENT AND ANNEXATION**

NOW THEREFORE, in consideration of the recitals set forth above, the Declarant hereby amends and incorporates the following provisions into the Declaration:

1. Exhibit B of the Declaration shall be amended to include all of the Lots and real property within Heritage Village Plat "E", according to the official plat recorded in the office of the Utah County Recorder.

2. Declarant hereby annexes in and submits the following described portion of the Additional Land (herein referred to as "**Subject Property**") to the Declaration, including, without limitation, the Declaration's terms, conditions, restrictions, covenants, assessments, and easements:

ALL PROPERTY IDENTIFIED ON EXHIBIT "A" ATTACHED HERETO.

TOGETHER WITH: (i) all buildings, if any, improvements, and structures situated on or comprising a part of the above-described Subject Property, whether now existing or hereafter constructed; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said Subject Property; and (iii) all articles of personal property intended for use in connection with said Subject Property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Subject Property or any portion thereof, including, without limitation, any mortgage or deed of trust, The Declaration (as amended, supplemented and/or restated from time to time); all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Subject Property at such times as construction of all improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described Land and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct and complete all of the improvements described in this Declaration or in the Plat recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; and (ii) to improve portions of the Subject Property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all Owners, as Declarant or as such assignee or successor may reasonably determine to be

appropriate. If, pursuant to the foregoing reservations, the above-described Land or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire ten (10) years after the date on which this Supplemental Declaration is filed for record in the Utah County records.

3. Heritage Village Plat "E". The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of the Declaration, are more particularly set forth on Heritage Village Plat "E", which plat map shall be recorded with this Supplemental Declaration.

4. Submission. The Subject Property shall hereinafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration and all supplements and amendments thereto. The Declaration shall run with the land and shall be a burden on the Subject Property.

5. Membership. The Owner of each Lot or parcel within the Subject Property shall be a member of Heritage Village Homeowners Association.

6. No Contractual Relationship. It is intended that the Declaration shall serve as a binding contract between the Association and each Owner; however, nothing in the Declaration nor this Supplemental Declaration is intended to create a contractual relationship between Declarant and the Association or Declarant and any Owner, or to inure to the benefit of any third-party. Additionally, it is not intended that this Declaration be read in conjunction with any deed or real estate purchase contract to create privity of contract between Declarant and the Association.

7. Special Declarant Rights. The following Declarant rights shall remain in effect until the Turnover Meeting, or for the maximum period allowed by law:

(a) the right to maintain sales offices, model Living Units, and signs advertising the Project or any Living Unit at any location in the Project;

(b) the right to use easements through the Common Areas as set forth in the Declaration;

(c) the exclusive right to act as the Board of Directors, or appoint or remove Board Members in Declarant's sole discretion;

(d) the right to make and adopt Association Rules without being subject to the requirements of Utah Code § 57-8a-217;

(e) pursuant to Utah Code § 57-8a-211(10), Utah Code § 57-8a-211(2) through (9), shall not apply or have any effect during the period of Declarant control, and the Declarant shall have no duty whatsoever to obtain a reserve analysis, or to fund any reserves; and

(f) unless expressly and specifically bound by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents.

8. Limitation on Claims. No action may be brought by the Association, its Board of Directors, or its Officers on behalf of an Owner, as its respective interest may appear, with respect to any cause of action against the Declarant relating to a Living Unit or the Common Areas and facilities.

9. 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.

10. Effective Date. This Supplemental Declaration shall take effect upon being recorded with the Utah County Recorder.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration this 14 day of MAY, 2018.

**DECLARANT**  
**BASTIAN HOMES LLC**  
A Utah Limited Liability Company

By: [Signature]

Name: BYRON BASTIAN

Title: president

STATE OF UTAH )  
 ) ss.  
COUNTY OF Utah )

On the 14th day of July, 2018, personally appeared before me Byron Bastian who by me being duly sworn, did say that she/he is an authorized representative of Bastian Homes LLC, and that the foregoing instrument is signed on behalf of said company and executed with all-necessary authority.

[Signature]  
Notary Public



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IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration this 14 day of MAY, 2018.

**DECLARANT**  
**BASTIAN HOMES LLC**  
 A Utah Limited Liability Company

By: [Signature]  
 Name: Byron Bastian  
 Title: President

STATE OF UTAH )  
 ) ss.  
 COUNTY OF Utah )

On the 14th day of May, 2018, personally appeared before me Byron Bastian who by me being duly sworn, did say that she/he is an authorized representative of Bastian Homes LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

[Signature]  
 Notary Public



**EXHIBIT A**  
**SUBJECT PROPERTY/ADDITIONAL LAND**  
**(Legal Description)**

All of **Heritage Village Plat "E"**, according to the official plat thereof, on file in the office of the Utah County Recorder.

Including Lots 94 through 117

More particularly described as:

BEGINNING AT A POINT WHICH LIES S00°21'43"E 964.56 FEET AND WEST 676.60 FEET FROM THE NORTH QUARTER CORNER OF SECTION 19, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S00°30'00"E 542.02 FEET THENCE N89°56'36"W 159.91 FEET; THENCE S00°23'32"E 32.00 FEET; THENCE N89°56'36"W 288.40 FEET; THENCE NORTH 569.68 FEET; THENCE N89°30'00"E 443.38 FEET TO THE POINT OF BEGINNING. CONTAINS 5.74 ACRES.

**This Supplemental Declaration is also to be recorded against the following parcels:**

All of **Heritage Village Plat "B"**, according to the official plat thereof, on file in the office of the Utah County Recorder.

Parcel Numbers: 41:776:0001 through 41:776:0051

All of **Heritage Village Plat "D"**, according to the official plat thereof, on file in the office of the Utah County Recorder.

Parcel Numbers: 41:824:0052 through 41:824:0093