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RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

Heritage Land Holdings, LLC
Attn: Tami Midzinski
470 North 2450 West
Tremonton, UT 84337

Recorded at the request of
Heritage Land Holdings, LLC
Time: 1:43 Amount \$ 31.00

JUN 22 2023

CAMILLE LARSEN, RECORDER
By C. Carter Deputy
Franklin County, Idaho

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
LEGACY VILLAGE**

Franklin, Franklin County, Idaho

Tax Parcel Nos. RP03018.00, RP03882.00, RP03017.00, RP03884.00

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**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
LEGACY VILLAGE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF LEGACY VILLAGE (this “**First Amendment**”) is made and executed as of the 12th day of June, 2023 (the “**First Amendment Effective Date**”), by HERITAGE LAND HOLDINGS, LLC, a Utah limited liability company (“**Declarant**”), in contemplation of the following facts and circumstances:

RECITALS

- A. Declarant executed that certain Declaration of Covenants, Conditions, Restrictions and Easements of Legacy Village on December 28, 2021, which document was recorded on January 10, 2022, as Instrument No. 289825, with the Franklin County Recorder’s Office (the “**Declaration**”).
- B. The Declaration effects certain real property located in Franklin, Franklin County, Idaho, more particularly described in Exhibit A attached hereto and incorporated by reference herein (the “**Property**”).
- C. As of the First Amendment Effective Date, Declarant owns the entirety of the Property.
- D. Pursuant to Section 9.2 of the Declaration, Declarant now desires to amend the Declaration as provided for herein.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, Declarant agrees as follows:

1. **Recitals; Defined Terms.** The Recitals set forth above are incorporated into this First Amendment as though set forth in full herein. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Declaration.

2. **Maintenance.** Sections 5.2 and 5.3 of the Declaration are hereby replaced in their entirety with the following:

5.2 **Maintenance by Association.** Declarant and/or the Association shall maintain the General Common Area in a first-class condition consistent with similar developments in the City, and shall make assessments related thereto as a Common Expense except where maintenance has been specifically made the responsibility of an individual Owner. Additionally, the Association shall maintain the exteriors of all Units within the Project in a first-class condition, including, without limitation, repairing, replacing and maintaining Unit foundations and footings, driveways, concrete entryways, roof, stucco, brickwork, gutters and downspouts, exterior water spigots and bibs, patios, fencing adjoining Units, exterior doors and windows, exterior Unit lighting, and utilities servicing such Units, and shall assess the Owners thereof (and not the Owners of the Lots) for the Common Expenses associated therewith. If an Owner defaults on its responsibilities of maintenance, Declarant or the Association shall assume such responsibilities and shall assess the cost thereof against the Parcel of such Owner and such assessment shall be collectible as if it were an assessment for Common Expenses, all as provided for in Idaho Code § 55-115. The Association

may, in its discretion, assume responsibility for any maintenance project which requires reconstruction, repair, rebuilding, conservation, restoration or similar work to more than one Parcel and the cost thereof may be, in the discretion of the Association, either assessed against each Parcel on which such costs were incurred or assessed against all Parcels as a Common Expense according to the circumstances.

5.3 Maintenance by Owners. Except as otherwise provided for herein, or as otherwise agreed to by Declarant and/or the Association, each Owner shall continuously maintain all Improvements located on its Parcel, as well as any Landscaping located in any public right of way adjacent to its Parcel, in a well-kept appearance of a first-class development in the City. Each Owner shall keep its Parcel and the Landscaping located in any public right of way adjacent to its Parcel free from rubbish, debris, fire hazards or any unsanitary, unsightly or offensive condition and to conduct such weed abatement, rubbish and debris removal and other maintenance to the extent required by applicable federal, state, and/or local laws, rules, regulations and ordinances. Each Owner of a Lot shall be responsible for the exterior and interior maintenance of any and all Buildings and any and all Improvements, including, without limitation, sidewalks, parking, lighting, Landscaping and driveways, located on said Owner's Parcel except as otherwise set forth in this Declaration. Each Owner of a Unit shall be responsible for the interior maintenance of his/her/its Unit; the Association shall be responsible for exterior maintenance of such Units as provided for in Section 5.2. Each Owner, for himself/herself/itself and its successors, assigns, transferee, heirs, devisees, and personal representatives thereof, covenants and agrees to not take any action, or fail to take any action, that would compromise or negatively affect the integrity, condition or appearance of the General Common Area, the Limited Common Area, or the Project as a whole.

3. Transfer Fee. Section 8 of the Declaration is amended to add the following additional subsection:

8.4. Transfer Fee. Every Purchaser (as defined herein) of a Lot or Unit shall pay to the Association immediately upon becoming the Owner of a Lot or Unit a transfer fee equal to one-half percent (0.5%) of the total gross purchase price paid by said Purchaser for the Lot or Unit (the "**Transfer Fee**"). The Association shall hold and use the Transfer Fee solely for operating, maintaining and improving the General Common Area and for paying the Common Expenses related thereto, as well as funding an adequate reserve associated therewith, as determined by the Board of Directors. The Transfer Fee shall constitute a permitted transfer fee covenant as provided for in Idaho Code § 55-3102(4)(f) (2022) and shall not constitute a penalty or tax.

As used in this Section 8.4, "**Purchaser**" means a bona-fide purchaser for value that (i) is not Declarant, is not the Association, is not a person, entity, trust, estate or governmental entity that directly or indirectly controls, is controlled by, or is under common control with the seller of the Lot or Unit or with Declarant, or is not a mortgagee or trustee/beneficiary under a mortgage or deed of trust who possesses an interest in such Lot or Unit by virtue of extending a loan to an Owner or who acquires title to a Lot or Unit by foreclosure or deed in lieu of foreclosure, and (ii) acquires ownership of said Lot or Unit by a recorded instrument of conveyance, assignment or other transfer of title.

4. Miscellaneous. To the extent the provisions of this First Amendment are inconsistent with the provisions of the Declaration, the provisions of this First Amendment shall control and the Declaration is modified accordingly. Except as amended herein, the terms and conditions of the Declaration shall remain the same and in full force and effect. This First Amendment becomes effective upon recording in the office of the Franklin County Recorder.


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IN WITNESS WHEREOF, Declarant has executed this First Amendment as of the First Amendment Effective Date.

DECLARANT:

HERITAGE LAND HOLDINGS, LLC,
a Utah limited liability company

By: 

Name: L. Boyd Cook

Its: Chief Financial Officer

STATE OF UTAH)
) ss:
COUNTY OF BOX ELDER)

This instrument was acknowledged before me on the 20 day of June, 2023 by L. Boyd Cook, Chief Financial Officer of HERITAGE LAND HOLDINGS, LLC, a Utah limited liability company.



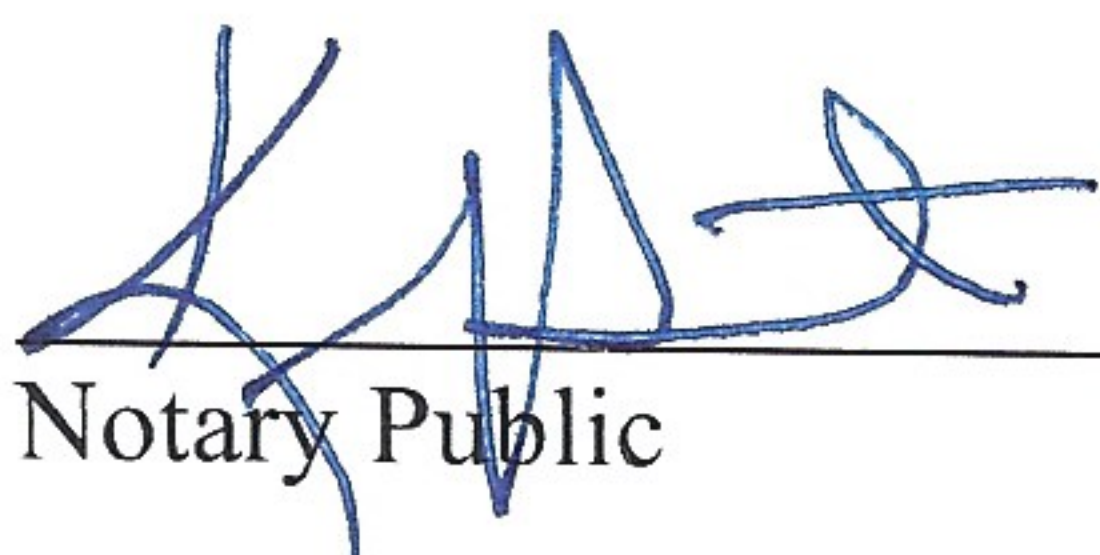

Notary Public

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY****PARCEL 1 (RP03018.00)**

A parcel of land located in Section 29, Township 16 South, Range 40 East, Boise Meridian, Franklin City, Franklin County, Idaho and more particularly described as follows:

Beginning at the East quarter corner of said Section 29, from which the Northeast corner of Section 29 bears North 00° 25' 17" East 2656.18 feet;

Thence South 89° 04' 52" West 1557.45 feet along the boundary of Legacy Ranch Subdivision, the final plat for which is recorded as Instrument # 235804 in the official records of Franklin County;

Thence North 00° 50' 36" East 1483.61 feet along the boundary of said Legacy Ranch Subdivision, and its extension, to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173";

Thence South 88° 40' 20" East 680.50 feet along the South line of the parcel of land owned by Larry D. Kingsford and Marlene M. Kingsford Revocable Trust, which parcel is described in Instrument # 248773 in the official records of Franklin County to a 5/8" rebar with cap set at the Southeast corner thereof;

Thence South 00° 52' 08" West 437.43 feet to a 5/8" rebar with cap;

Thence South 89° 07' 32" East 869.13 feet to a found 5/8" rebar with cap set on the East line of said Section 29;

Thence South 00° 25' 17" West 992.08 feet along the said East line to the Point of Beginning.

Subject to the right of way of others along South 200 East Street.

EXCEPTING THEREFROM:

A parcel of land located in Section 29, Township 16 South, Range 40 East, Boise Meridian, Franklin City, Franklin County, Idaho and more particularly described as follows:

Beginning at the East quarter corner of said Section 29, from which the Northeast corner of Section 29 bears North 00° 25' 17" East 2656.18 feet;

Thence South 89° 04' 52" West 780.00 feet along the boundary of Legacy Ranch Subdivision, the final plat for which is recorded as Instrument # 235804 in the official records of Franklin County;

Thence North 01° 14' 47" West 386.65 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173";

Thence North 89° 04' 52" East 791.26 feet to a found 5/8" rebar with cap set on the East line of said Section 29, said point being the Northwest corner of the parcel of land owned by Chance M. Randall and Rachel Randall, which parcel is described in Instrument # 267287 in the official records of Franklin County;

Thence South 00° 25' 17" West 386.75 feet along the said East line of Section 29, which line is the West line of said Randall parcel, to the Point of Beginning. (Randall)

PARCEL 2 (RP03882.00)

A parcel of land located in Section 29, Township 16 South, Range 40 East, Boise Meridian, Franklin City, Franklin County, Idaho and more particularly described as follows:

Beginning at the East quarter corner of said Section 29, from which the Northeast corner of Section 29 bears North 00° 25' 17" East 2656.18 feet;

Thence North 00° 25' 17" East 992.08 feet along the East line of said Section 29 to a found 5/8" rebar with cap;

Thence North 89° 07' 32" West 614.37 feet to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 13173", the True Point of Beginning;

Thence North 89° 07' 32" West 254.76 feet (Westerly 15 rods 11 links by record) to a 5/8" rebar with cap;

Thence North 00° 52' 08" East 437.43 feet to a 5/8" rebar with cap set at the Southeast corner of the parcel of land owned by Larry D. Kingsford and Marlene M. Kingsford Revocable Trust, which parcel is described in Instrument # 248773 in the official records of Franklin County;

Thence North 02° 09' 40" East 316.20 feet along the East line of said Kingsford Revocable Trust parcel to a 5/8" rebar with cap;

Thence South 89° 18' 03" East 246.18 feet (East 14 rods 23 links by record) along the South line of Block 2 of the Franklin Townsite, and its extension, to a 5/8" rebar with cap;

Thence South 00° 45' 31" West 754.31 feet along the West line of the parcel of land owned by Bob A. Hobbs and Irma V. Hobbs, which parcel is described in Instrument # 205596 in the official records of Franklin County, to the True Point of Beginning.

PARCEL 3 (RP03882.00)

Lot 1, Block 2 as per the Original Plat of the Village of Franklin described more particularly as:

Beginning at the Northeast corner of Section 29, Township 16 South, Range 40 East, Boise Meridian, and running thence South 741.43 feet along the section line; thence West 113.05 feet to the true point of beginning; and running thence North 89° 27' 13" West 326.18 feet; thence South 01° 16' 21" West 167.48 feet; thence South 89° 35' 34" East 327.89 feet; thence North 00° 41' 26" East 166.67 feet to the point of beginning.

PARCEL 4 (RP03884.00)

Portion of the NE1/4 of Section 29, Township 16 South, Range 40 East, Boise Meridian, described as:

Beginning at the Northeast corner of Section 29, Township 16 South, Range 40 East, Boise Meridian, and running thence South 908.09 feet along the section line; thence West 115.06 feet to the true point of beginning; and running thence North 89° 35' 34" West 525.01 feet; thence South 01° 46' 36" East 760.01 feet; thence East 583.50 feet; thence North 09° 58' 06" West 167.53 feet; thence North 16° 50' 42" West 173.23 feet; thence North 330.00 feet; thence North 01° 43' 26" West 95.15 feet to the point of beginning.

EXCEPT:

Section 29, Township 16 South, Range 40 East of the Boise Meridian, Franklin County, Idaho, described as follows:

Commencing at the NE corner of said Section 29, as filed for record at Instrument No. 196506 in said Franklin County records; thence South 00° 16' 40" West along the East line of said Section 29 a distance of 991.25 feet; thence North 89° 43' 20" West a distance of 112.93 feet to a point on the Westerly right-of-way line of First East Street, a public road, also begin the POINT OF BEGINNING, thence South 00° 40' 00" West along said Westerly right-of-way line a distance of 100.00 feet; thence North 89° 20' 00" West a distance of 276.00 feet; thence North 00° 40' 00" East a distance of 100.00 feet; thence South 89° 20' 00" East a distance of 276.00 feet to the POINT OF BEGINNING.

EXCEPT:

SECTION 29, TOWNSHIP 16 SOUTH, RANGE 40 EAST OF THE BOISE MERIDIAN, FRANKLIN CITY, FRANKLIN COUNTY IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT B

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29, AS FILED FOR RECORD AT INSTRUMENT NO. 196506 IN SAID FRANKLIN COUNTY RECORDS; THENCE SOUTH 00° 16' 40" WEST ALONG THE EAST LINE OF SAID SECTION 29 A DISTANCE OF 991.25 FEET; THENCE NORTH 89° 43' 20" WEST A DISTANCE OF 112.93 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SECOND EAST STREET, A PUBLIC ROAD, ALSO BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 20' 00" WEST A DISTANCE OF 140.50 FEET; THENCE NORTH 00° 40' 00" EAST A DISTANCE OF 90.00 FEET;

THENCE SOUTH 89° 20' 00" EAST A DISTANCE OF 137.88 FEET; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID SECOND EAST STREET, AS DESCRIBED AT SAID INSTRUMENT NO. 202984 FOR THE FOLLOWING TWO COURSES:

- 1.) SOUTH 00° 58' 06" EAST A DISTANCE OF 6.67 FEET;
- 2.) SOUTH 01° 26' 46" EAST A DISTANCE OF 72.09 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE OF SECOND EAST STREET SOUTH 00° 40' 00" WEST A DISTANCE OF 11.30 FEET TO THE POINT OF BEGINNING. (3884.00)

EXCEPT:

A PARCEL OF LAND BEING A PORTION OF THAT LARGER PARCEL OF LAND PREVIOUSLY DESCRIBED AT INSTRUMENT NUMBER 202984 IN THE OFFICE OF THE FRANKLIN COUNTY CLERK AND RECORDER, LYING ENTIRELY WITHIN THE NORTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 40 EAST OF THE BOISE MERIDIAN, CITY OF FRANKLIN, FRANKLIN COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29, AS FILED FOR RECORD AT INSTRUMENT NUMBER 196506 IN SAID FRANKLIN COUNTY RECORDS; THENCE SOUTH 17° 50' 08" WEST A DISTANCE OF 199.87 FEET TO THE CENTERLINE INTERSECTION OF 2ND EAST AND 2ND SOUTH STREETS; THENCE SOUTH 05° 44' 46" WEST A DISTANCE OF 553.21 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 58' 06" WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF SECOND EAST STREET, A PUBLIC ROAD, AS DESCRIBED AT SAID INSTRUMENT NUMBER 202984 A DISTANCE OF 110.00 FEET ; THENCE NORTH 89° 20' 00" WEST A DISTANCE OF 114.00 FEET; THENCE NORTH 00° 40' 00" EAST A DISTANCE OF 110.32 FEET; THENCE SOUTH 89° 10' 33" EAST ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED AT INSTRUMENT NUMBER 202984 A DISTANCE OF 114.58 FEET TO THE POINT OF BEGINNING; CONTAINING 0.289 ACRE, AND GRANTING AN EASEMENT 1.50 FEET IN WIDTH TO THE CITY OF FRANKLIN FOR A FUTURE RIGHT OF WAY FOR THIRD SOUTH STREET, SAID EASEMENT LYING PARALLEL AND ADJACENT TO THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL.

EXCEPTING THEREFROM:

A parcel of land being partially composed of a portion of Lot 1 of Block 2 of the Franklin Townsite which parcel is located in Section 29, Township 16 South, Range 40 East, Boise Meridian, Franklin City, Franklin County, Idaho and more particularly described as follows:

Beginning at the Northeast corner of said Section 29, from which the East quarter corner of Section 29 bears South 00° 25' 17" West 2656.18 feet;

Thence South 00° 25' 17" West 852.01 feet along the East line of said Section 29;

Thence North $89^{\circ} 18' 01''$ West 112.70 feet to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 13173", set on the West right of way line of 200 East Street, the True Point of Beginning;

Thence South $00^{\circ} 59' 57''$ West 49.99 feet along the said East right of way line to a $5/8''$ rebar with cap set at the Northeast corner of the parcel of land owned by Joyce M. Bayles, which parcel is described in Instrument # 234950 in the official records of Franklin County;

Thence North $89^{\circ} 18' 01''$ West 137.88 feet (North $89^{\circ} 20' 00''$ West 137.88 feet by record) along the North line of the said Bayles parcel to a found $5/8''$ rebar with cap set at the Northwest corner thereof;

Thence South $00^{\circ} 41' 59''$ West 90.00 feet (South $00^{\circ} 40' 00''$ West 90.00 feet by record) along the West line of the said Bayles parcel to a $5/8''$ rebar with cap set at the Southwest corner thereof;

Thence North $89^{\circ} 18' 01''$ West 185.37 feet (North $89^{\circ} 20' 00''$ West by record) along the North line, and its extension, of the parcel of land owned by Michael Oliverson and Rachelle M. Oliverson, which parcel is described in Instrument # 212191 in the official records of Franklin County, to a $5/8''$ rebar with cap;

Thence North $00^{\circ} 13' 19''$ East 250.92 feet along the extension of the West line of said Lot 1, and the West line of Lot 1, to a found $5/8''$ rebar with cap set at the Northwest corner thereof;

Thence South $89^{\circ} 08' 22''$ East 211.60 feet along the North line of said Lot 1 to a found $5/8''$ rebar with cap set at the Northwest corner of the parcel of land owned by The Ezra Frandsen Family Trust, which parcel is described in Instrument # 259392 in the official records of Franklin County;

Thence South $00^{\circ} 41' 59''$ West 110.32 feet (South $00^{\circ} 40' 00''$ West 110.32 feet by record) along the West line of the said Frandsen Family Trust parcel to a found $5/8''$ rebar with cap set at the Southwest corner thereof;

Thence South $89^{\circ} 18' 01''$ East 114.00 feet (South $89^{\circ} 20' 00''$ East 114.00 feet by record) along the South line of the said Frandsen Family Trust parcel to the True Point of Beginning.