

AFTER RECORDING, RETURN TO:

Boyer Farmington Meadows, L.C.
Attn: Spencer Moffat
90 South 400 West, Suite 200
Salt Lake City, Utah 84101
Telephone: 801-521-4781

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5M-390

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FARMINGTON MEADOWS**

Boyer Farmington Meadows, L.C. and Woodside Farmington Meadows, LLC
Declarant

For Accommodation Only
NOT EXAMINED

For Accommodation Only
NOT EXAMINED

08-427-0101 thru 0144

AND

08-067-0003

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**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FARMINGTON MEADOWS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Declaration**") is made and executed this ____ day _____, 2007, by **Boyer Farmington Meadows, L.C.**, a Utah limited liability company and **Woodside Farmington Meadows, LLC**, a Utah limited liability company (together "**Declarant**").

RECITALS

A. Declarant is the owner of certain real property in Davis County, Utah, more particularly described on Exhibit A attached hereto (the "**Property**"). Declarant desires to develop the Property as a subdivision to be known as Farmington Meadows (the "**Development**").

B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Development.

C. In order to efficiently manage and to preserve the value and appearance of the Development, Declarant has formed Farmington Meadows Homeowners Association, Inc., a Utah nonprofit corporation, to serve as the homeowners association of the homeowners; to maintain the Development; to collect assessments and disburse funds as hereinafter set forth; and to perform such other acts as shall generally benefit the Development and the homeowners.

DECLARATION

NOW, THEREFORE, it is hereby declared that the Development shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1: DEFINITIONS

1.1 **Additional Land.** Any land located in the County, whether or not owned by Declarant, that is made subject to this Declaration pursuant to Article 11.

1.2 **Annual Assessment.** The charge levied and assessed each year against each Lot pursuant to Section 5.4.

1.3 **Architectural Guidelines.** The standards, rules, regulations, restrictions and guidelines, in addition to those set forth in Article 7, with respect to, but not limited to, design features, architectural styles, exterior colors and materials, details of construction, location and size

of structures, landscaping and other matters requiring approval by the Committee pursuant to this Declaration.

1.4 **Articles.** The articles of incorporation of the Association, as may be amended from time to time.

1.5 **Assessments.** All assessments and other charges, fines and fees imposed by the Association on an Owner and his Lot in accordance with this Declaration, including, without limitation, Annual Assessments, Special Assessments and Individual Assessments.

1.6 **Assessment Unit.** A factor assigned to each Lot in accordance with Section 5.3 for purposes of determining such Lot's pro rata share of Annual Assessments and Special Assessments.

1.7 **Association.** Farmington Meadows Homeowners Association, Inc., a Utah nonprofit corporation organized to administer and enforce the covenants and restrictions and to exercise the rights, powers, and duties set forth in this Declaration.

1.8 **Board.** The Board of Trustees of the Association.

1.9 **Bylaws.** The Bylaws of the Association, as may be amended from time to time.

1.10 **City.** The City of Farmington, Utah.

1.11 **Committee.** The Architectural Control Committee established pursuant to Article 5.

1.12 **Common Areas.** All land within the Development that is from time to time owned by the Association, including the land specified as Common Areas on the Plat.

1.13 **County.** Davis County, Utah.

1.14 **Declarant.** Boyer Farmington Meadows, L.C., a Utah limited liability company, and Woodside Farmington Meadows LLC., a Utah limited liability company and/or any successor to said company which, either by operation of law or through a voluntary conveyance or transfer, comes to stand in the same relationship to the Development as did its predecessor.

1.15 **Individual Assessment.** Any assessment levied and assessed pursuant to Section 5.6.

1.16 **Lot.** Any separately numbered and individually described parcel of land shown as a Lot on the Plat and intended for private use and ownership.

1.17 **Member.** Any Person holding a membership in the Association pursuant to Section 2.2.

1.18 **Mortgage.** A mortgage or a trust deed. **Mortgagee.** A mortgagee or a beneficiary of a trust deed. **Mortgagor.** A mortgagor or a grantor of a trust deed.

1.19 **Owner.** The record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an Owner.

1.20 **Person.** A natural person, a corporation, a partnership, a limited liability company, a trust, or any other legal entity.

1.21 **Plat.**

(a) The plat recorded contemporaneously with this Declaration in the office of the County Recorder, entitled Farmington Meadows and/or, depending on the context,

(b) Any duly recorded plat respecting any Additional Land, but only after recording a supplement to this Declaration in accordance with Article 11.

1.22 **Development.** Farmington Meadows, as shown on the Plat and governed by this Declaration.

1.23 **Property.** That certain real property located in Davis County, Utah, and more particularly described on Exhibit A, together with any and all Additional Land that is added (from and after the time such Additional Land is added) to the Development in accordance with Article 11.

1.24 **Special Assessment.** Any assessment levied and assessed pursuant to Section 5.5.

1.25 **State.** The State of Utah.

ARTICLE 2: ASSOCIATION

2.1 **Formation of Association.** The Association is a Utah nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, the Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

2.2 **Board of Trustees and Officers.** The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws. The initial Board shall be composed of three natural persons, who need not be Members of the Association. The Board may also appoint various committees and may appoint a manager (subject to the approval of a majority of the Members) who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the manager or any other employee of the Association.

2.3 **Membership.** Every Owner shall be a Member of the Association. No evidence of membership in the Association shall be necessary other than evidence of ownership of a Lot. Membership in the Association shall be mandatory and shall be appurtenant to the Lot in which the Owner has the necessary interest. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership of a Member's Lot, and any such transfer shall automatically transfer the membership appurtenant to such Lot to the new Owner thereof.

2.4 **Voting Rights.** The Association shall have the following-described two classes of voting membership:

(a) **Class A.** Class A Members shall be all Owners except Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held. Although each of the multiple Owners of a single Lot shall be a Class A Member, in no event shall more than one (1) Class A vote exist or be cast on the basis of a single Lot.

(b) **Class B.** The Class B Member shall be Declarant. Together Boyer Farmington Meadows L.C. and Woodside Farmington Meadows LLC as Declarant shall share equally in Class B Member voting rights. The Class B Member shall be entitled to three (3) votes for each Lot in which the interest required for membership in the Association is held. The Class B membership shall cease and Declarant shall become a Class A Member upon the first to occur of the following:

- (i) Declarant elects to terminate its Class B Membership in writing.
- (ii) Ninety percent (90%) of all Lots in the Development (including any Additional Land added up to that time) have been conveyed to Owners other than Declarant.
- (iii) Fifteen (15) years have elapsed since Declarant first conveyed a Lot to an Owner.

(c) **Declarant Voting.** In the event that Declarant reaches an impasse in voting, Boyer Farmington Meadows L.C. and Woodside Farmington Meadows LLC agree to abide by the recommended resolution provided by a mutually agreed upon third party advocate.

2.5 **Multiple Ownership Interests.** In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as its Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person, by proxy or by written ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

2.6 **Lists of Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors.** The Association shall maintain up-to-date records showing the name of each Person who is an Owner, the address of such Person, and the Lot that is owned by such Person. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder. The Association may for all purposes act and rely on the information concerning Owners and Lot ownership which is thus acquired by it, or, at its option, the Association may act and rely on current ownership information respecting any Lot or Lots which is obtained from the office of the County Recorder. The address of an Owner shall be deemed to be the address of the Lot owned by such Owner unless the Association is otherwise advised.

2.7 **Personal Liability.** Neither Declarant nor any member of the Board, officer, manager, or other employee or committee member of the Association shall be personally liable to any Member, or to any other Person, including the Association, for any damage, loss, claim, or prejudice suffered or claimed on account of any act, failure to act, negligence, or other matter, of any kind or nature except for acts performed intentionally and with malice.

ARTICLE 3: POWERS AND OBLIGATIONS OF ASSOCIATION

3.1 **General Powers and Obligations.** The Association shall have, exercise and perform all of the following powers and obligations:

(a) The powers and obligations granted to the Association by this Declaration, the Articles and the Bylaws.

(b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State.

(c) Any additional or different powers and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes to this Declaration made in accordance with its provisions, accompanied by changes in the Articles and the Bylaws made in accordance with their provisions and with the nonprofit corporation laws of the State.

3.2 **Specific Powers and Duties.** The powers and obligations of the Association shall include, without limitation, the following:

(a) **Maintenance and Services.** The Association shall provide maintenance and services for the Development as provided in Article 4.

(b) **Insurance.** The Association shall obtain in its name and keep in full force and effect at all times, insurance policies for such casualty and public liability and other insurance policies as the Board deems necessary; provided, however, that the Association shall at all times maintain not less than One Million and 00/100 Dollars (\$1,000,000.00) of commercial general liability insurance.

(c) **Rules and Regulations.** The Association shall have the right to adopt rules and regulations ("Rules and Regulations") with respect to all aspects of the Association's rights, activities, and duties, provided such rules and regulations are not inconsistent with the provisions of this Declaration, the Articles and the Bylaws.

(d) **Assessments.** The Association shall adopt budgets and impose and collect Assessments as provided in Article 5.

(e) **Enforcement.** The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of this Declaration and the Rules and Regulations.

(f) **Employment of Agents, Advisers and Contractors.** The Association, through its Board, may employ the services of any person or corporation as managers, hire employees to manage, conduct and perform the business, obligations and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, landscape architects, recreational experts, architects, planners, lawyers and accountants, and contract for or otherwise provide for all services necessary or convenient for the management, maintenance and operation of the Development.

(g) **Borrow Money, Hold Title and Make Conveyances.** The Association may borrow and repay moneys for the purpose of maintaining and improving the Common Areas and encumber the Common Areas as security for the repayment of such borrowed money. The Association may acquire, hold title to and convey, with or without consideration, real and personal property and interests therein, including but not limited to easements across all or any portion of the Common Areas, and shall accept any real or personal property, leasehold or other property interests within the Development conveyed to the Association by Declarant.

(h) **Create Classes of Service and Make Appropriate Charges.** The Association may, in its sole discretion, create various classes of service and make appropriate Individual Assessments or charges therefor to the users of such services, including but not limited to reasonable admission and other fees for the use of any and all recreational facilities situated on the Common Areas, without being required to render such services to those of its members who do not assent to such charges and to such other Rules and Regulations as the Board deems proper. In addition, the Board shall have the right to discontinue any service upon nonpayment or to eliminate such service for which there is no demand or adequate funds to maintain the same.

(i) **Implied Rights and Obligations.** The Association may exercise any other right or privilege reasonably to be implied from the existence of any right or privilege expressly given to the Association under this Declaration or reasonably necessary to effectuate any such right or privilege.

ARTICLE 4: MAINTENANCE, UTILITIES AND SERVICES

4.1 **Maintenance of Common Areas.** The Association shall perform or provide for all maintenance of the Common Areas. The Common Areas shall be maintained in an attractive condition and in a good and workmanlike manner so as to carry out the purpose for which the Common Areas are intended.

4.2 **Services.** The Association shall provide or contract for such services as the Board may reasonably deem to be of benefit to the Development, including, without limitation, garbage and trash removal for the Common Areas and security services for the Development.

4.3 **Owner's Responsibility.** Except as otherwise provided in this Declaration or by written agreement with the Association, all maintenance of the Lots and all structures, landscaping, parking areas, and other improvements thereon, shall be the sole responsibility of the Owner thereof, who shall maintain such in accordance with the community-wide standard of the Development. The Association shall, in the discretion of the Board, assume the maintenance responsibilities of such Owner if, in the opinion of the Board, the level and quality of maintenance being provided by such Owner does not satisfy such standard. Before assuming the maintenance responsibilities, the Board shall notify the Owner in writing of its intention to do so, and if such Owner has not commenced and diligently pursued remedial action within thirty (30) days after mailing of such written notice, then the Association shall proceed. The expenses of such maintenance incurred by the Association shall be reimbursed to the Association by the Owner, together with interest as provided in Section 9.6. Such charges shall be an Individual Assessment and lien on the Lot as provided in Sections 5.6 and 9.3.

ARTICLE 5: ASSESSMENTS

5.1 **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Development and for the improvement, operation and maintenance of the Common Areas and the Lots.

5.2 **Types of Assessments.** The Association may levy Annual Assessments, Special Assessments and Individual Assessments, all as more particularly described below.

5.3 **Apportionment of Assessments.** Lots owned by Declarant shall not be subject to Assessments. All other Lots shall pay a pro rata share of the Annual Assessments and Special Assessments commencing upon the date such Lots are made subject to this Declaration. The pro rata share shall be based upon the total amount of each such Assessment divided by the total number of Assessment Units of Lots subject to assessment, times the number of Assessment Units assigned to such Lots. Each Lot shall be assigned one Assessment Unit for each residence located on the Lot. Each Lot shall be assigned one Assessment Unit, regardless of whether a residence has been constructed on the Lot.

5.4 **Annual Assessments.** The Board shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current costs of maintenance and services, the future needs of the Association, any previous overassessment and any common profits of the Association. Based on the foregoing, the Board shall determine the amount of the Annual Assessment, which Annual Assessment shall be apportioned among the Lots as provided in Section 5.3. The method of adoption of the budget and the manner of billing and collection of Assessments shall be as provided in the Bylaws.

5.5 **Special Assessments.** In addition to the Annual Assessments authorized above, the Board may levy during any fiscal year a Special Assessment for the purpose of defraying all or any part of the cost of any construction or reconstruction, unexpected repair, acquisition or replacement of a described capital improvement, or for any other extraordinary expenses not to be paid for out of Annual Assessments. Special Assessments which in the aggregate in any fiscal year exceed an

amount equal to fifteen percent (15%) of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by a majority of the voting rights voting on such matter, together with the written consent of the Class B Member, if any. Special Assessments shall be apportioned as provided in Section 5.3 above and may be payable in lump sum or in installments, with or without interest or discount, as determined by the Board.

In addition to annual, usual and special assessments for maintenance or common nonpublic improvements contained within this Development, the Board shall levy such assessments as may be necessary from time to time to repair, restore, or replace landscaping, or other private improvements contained within this Development resulting from damage or disruption caused by the City of St. George in installing, maintaining, repairing, or replacing water, sewer, drainage, and power improvements.

5.6 Individual Assessments. Any common expense or any part of a common expense benefitting fewer than all of the Lots may be assessed exclusively against the Lots benefitted as an Individual Assessment. Individual Assessments include, without limitation, default assessments levied against any Lot to reimburse the Association for costs incurred in bringing such Lot or its Owner into compliance with the provisions of this Declaration or the Rules and Regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation thereof. Unless otherwise provided by the Board, an Individual Assessment shall be due thirty (30) days after the Board has given written notice thereof to the Owner subject to the Individual Assessment.

5.7 Annexation of Additional Property. When Additional Property is annexed to the Development, the Lots included therein shall become subject to Assessments from the date of such annexation. Lots owned by Declarant shall not be subject to Assessments until occupied for residential or commercial use, as applicable. All other Lots shall pay such Assessments in the amount then being paid by other Lots based upon the number of Assessment Units applicable to the Lot in question. The Board may, however, at its option, elect to recompute the budget based upon the additional Lots subject to Assessments and additional Common Areas and recompute Assessments for all Lots, including the new Lots, for the balance of the fiscal year.

5.8 Creation of Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Development, does hereby covenant, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all Assessments or other charges as may be fixed, established and collected from time to time in the manner provided in this Declaration or the Bylaws. Such assessments and charges, together with any interest, expenses or attorneys' fees imposed pursuant to Section 9.6, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment or charge is made; provided, however, that no lien shall attach to any Lot owned by Declarant. Such Assessments, charges and other costs shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 9.

ARTICLE 6: ARCHITECTURAL CONTROL COMMITTEE

6.1 **General.** No improvements of any kind, including, without limitation, the construction of any residence, garage, outbuilding, parking area, driveway, tennis court, walkway, swimming pool, outdoor hot tub or spa, fence, wall, curb, pool, trampoline, swing set or playground equipment, satellite dish or antenna, solar panel, outside air conditioning equipment, or any other permanent structure may be constructed, erected or installed on the Property without the approval of the Architectural Review Committee (the "**Committee**"). No excavation, grading, filling, draining, landscaping or installation or removal of existing vegetation shall be made without the approval of the Committee. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of his residence without approval. However, modifications to the interior of screened porches, patios and similar portions of a Lot visible from outside the structure shall be subject to approval. All residences constructed on the Lots shall be designed by and built in accordance with the plans and specifications of a licensed architect. This Article shall not apply to Declarant's activities. Unless otherwise specified in this Declaration or the Architectural Guidelines, "approval" of the Committee shall mean advance written approval.

6.2 **Creation.** The Committee shall consist of three members to be appointed by Declarant in its sole discretion. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the Committee must be Owners at the time of their appointment. Should any member move his or her residence outside of the Development, such member shall be disqualified to serve and the Committee shall declare a vacancy. Upon Declarant's sale of the last Lot owned by Declarant in the Development, replacement of members of the Committee shall take place upon the approval of two-thirds (2/3) of the then Owners.

6.3 **Architectural Guidelines.** Declarant shall prepare Architectural Guidelines which establish standards, rules, regulations, restrictions and guidelines, in addition to those set forth in Article 7, with respect to, but not limited to, design features, architectural styles, exterior colors and materials, details of construction, location and size of structures, landscaping and other matters requiring approval by the Committee pursuant to this Declaration. The Architectural Guidelines shall also specify the content of the Application that must be submitted to the Committee by an Owner seeking approval of proposed improvements and shall establish the procedures for submitting the Application. The Architectural Guidelines are incorporated herein and shall be deemed to be a part of this Declaration and shall be binding on all Owners and their agents. In the event of a conflict between the Architectural Guidelines and this Declaration, this Declaration shall prevail. The Committee may amend the Architectural Guidelines, subject to the approval of the Board and the Class B Member (if any). Amendments to the Architectural Guidelines shall be applied prospectively only and shall not be applied so as to require modifications to or removal of improvements previously approved once construction of the approved improvements has commenced. The Architectural Guidelines are not the exclusive basis for Committee decisions, and compliance with the Architectural Guidelines does not guarantee approval of any Application. The Committee shall

make the Architectural Guidelines available to Owners and builders who seek to construct improvements within the Development.

6.4 **Submission to Committee.** The Owner seeking to construct improvements (the "**Applicant**") shall submit an application ("**Application**") to the Committee for review, as specified in the Architectural Guidelines. The required Application materials may include, without limitation, plans and specifications showing site layout, structural design, exterior elevations and building heights on each elevation, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation and other features of the proposed improvements, as applicable. The Architectural Guidelines and the Committee may require the submission of such additional information as may be reasonably necessary to consider any Application.

6.5 **Standard.** The Committee shall have the right to approve any Application in compliance with the Architectural Guidelines and this Declaration if the Committee reasonably determines that proposed improvements are consistent with, among other things, (a) the architectural character and nature, shape, color, size, material, location and kind of all proposed improvements, taking in consideration the aesthetic quality of any structure with respect to height, form, proportion, volume, sitting and exterior materials; (b) the adequacy of Lot dimensions for proposed improvements; (c) the conformity and harmony of exterior design with neighboring Lots and improvements; (d) the relation of topography, grade and finished ground elevations to that of neighboring Lots and improvements; (e) the screening of mechanical and other installations; (f) the functional appropriateness with respect to drainage, utility service systems and lighting; and (g) the extent and quality of landscaped areas.

6.6 **Approval Procedure.** The Committee shall make a determination on each Application within thirty (30) days after receipt of a completed Application and all required information. The Committee may (a) approve the Application, with or without conditions; (b) approve a portion of the Application and disapprove other portions; or (c) disapprove the Application. The Committee shall notify the Applicant in writing of its decision within five (5) days thereafter. In the case of disapproval, the Committee shall specify the reasons for disapproval and/or offer suggestions for curing any objections. In the event the Committee fails to render its decision within thirty (30) days after receipt of a completed Application, approval will not be required and the provisions of this Article shall be deemed to have been fully complied with.

6.7 **Appeal.** Any Owner adversely affected by an action of the Committee may appeal such action to the Board. Appeals shall be made in writing within ten (10) days of the Committee's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final, conclusive decision shall be made by the Board within thirty (30) days after receipt of the appeal.

6.8 **Fee.** Each Lot Owner shall be required to pay a \$150.00 Design Review Fee to the Committee before any Application will be reviewed or approved by the Committee, which fee shall be deposited into the Association's general account. If necessary, the applicable Owner shall pay additional costs of architects and other professionals retained by the Committee to review the Application. The Committee may, subject to the approval of the Board, change the amount of the Design Review Fee at any time to account for increasing costs or inflation.

6.9 **Enforcement.** Subject to the approval of the Board, the Committee may enforce the provisions of this Article in accordance with Section 9.2.

6.10 **Majority Action.** Except as otherwise provided in this Declaration, a majority of the members of the Committee shall have the power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decision only by written instrument setting forth the action taken by the consenting members.

6.11 **Liability.** Neither the Committee nor any member thereof shall be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member of the Committee, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.

6.12 **Nonwaiver.** Consent by the Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

6.13 **Effective Period of Consent.** The Committee's consent to any proposed improvements shall automatically be revoked one year after issuance unless construction of the proposed improvements has been commenced or the Owner has applied for and received an extension of time from the Committee.

6.14 **Estoppel Certificate.** Within thirty (30) days after written request is delivered to the Committee by any Owner, and upon payment to the Committee of a reasonable fee fixed by the Committee to cover costs, the Committee shall provide such Owner with an estoppel certificate executed by a member of the Committee and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof, either: (a) all improvements made or done upon or within such Lot by the Owner comply with this Declaration, or (b) such improvements do not so comply, in which event the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. Any purchaser from the Owner, and any Mortgagee or other encumbrancer shall be entitled to rely on such certificate with respect to the matters set forth therein, such matters being conclusive as between Declarant, the Committee, the Association and all Owners, and such purchaser or Mortgagee.

ARTICLE 7: COVENANTS, CONDITIONS AND RESTRICTIONS

7.1 **Building Restrictions.** No Lot shall be used except for the residential purpose. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling not to exceed two (2) stories in height (no basements will be permitted) and private garage for not less than two (2) vehicles and not more than three (3) vehicles without the prior written approval of the Committee. Carports may not be built. The size requirements shall be as follows:

Rambler-style houses shall have a minimum of 1,650 finished square feet of main floor area above finished grade, not counting the basement. Two-story houses shall have a minimum of 1,200 finished square feet of main floor area above finished grade, not counting the basement. Multi-level houses shall have a minimum of 2,000 finished square feet of main floor area above finished grade, not counting the basement (only two levels may be used to determine the 2,000 finished square feet and not all levels). No split entry homes are permitted. Square footage of any style is excluding garages, porches, verandas, patios, basements, eaves, overhangs, and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Committee.

7.2 Architectural Control. To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process. No landscaping, grading, excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, along with a topographical plan showing the location of all improvements, including a detailed landscaping plan, have been approved in writing by the Committee. 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 on any Lot, shall be subject to the prior written approval of the Committee. Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from Farmington City.

No construction of home or landscaping may commence without approval by the Committee of the working drawings.

- (a) Plot Plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts and elevations of floors from a designated point on the street.
- (b) Detailed floor plans showing dimensions and measurements.
- (c) Detailed elevations, indicating all materials and showing existing and finished grades.
- (d) Color and material samples for all exterior surfaces.
- (e) Detailed sections, cross and longitudinal.

(f) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

Specifications shall give complete descriptions and color samples of materials to be used on the exterior of the residence.

7.3 Construction Quality, Size, and Cost. The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. All structures constructed on the Property shall be of new materials, except pre-approved used brick, and shall be of good quality workmanship and materials and shall have a fair market value upon competition of not less than \$150,000.00, excluding land value, and closing fees. Only those exterior materials which will blend harmoniously with the natural environment, with earth-toned colors, shall be permitted. All exterior material shall be new, except pre-approved used brick, and consist of brick, rock, stucco, or combination approved in writing by the Architectural Control Committee. Masonite material (similar to Hardieplank) is permitted on the front and sides of the home if used in combination with a brick or rock wainscot and approved in writing by the Architectural Control Committee. Aluminum soffit and fascia is acceptable. No aluminum exterior siding homes shall be permitted in the Project. No wood exterior siding shall be permitted in the Project. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee. No pre-manufactured homes shall be permitted. No flat roofs shall be permitted in the Project without the prior written approval of the Committee. Pitched roofs shall be at least 6/12 pitch and no greater than 12/12. A minimum width of 6 inches shall be required on the fascia. All stacks and chimneys from fireplaces in which combustible materials other than natural gas are burned shall be fitted with spark arresters. All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

7.4 Construction Time. The Committee shall have final control for approval of all color and material plans. There is no time limit for beginning construction; however, upon commencement, the construction time for the exterior portion of any structure shall not exceed 12 months from start to finish. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 12-month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Project.

7.5 Building Setbacks. No building shall be located on any lot nearer to the front lot line than twenty five (25) feet. On corner lots which have side yards that border a street, no building shall be located on that lot nearer to the side lot line than thirty (20) feet. No building shall be located on any lot nearer to the rear lot line than thirty (30) feet. On lots which have no side yard that borders a street, no building shall be located nearer than eight (8) feet to the lot line, with the total being no less than eighteen (18) feet. These locations and set backs shall be measured to the nearest project of encroachment or overhang of the building including roofs, soffits and fascias. If Farmington City Ordinances are more restrictive, then they shall govern.

7.6 Building Height. No Lot in the subdivision shall have a building or structure which exceeds a height of two stories (not counting the basement) or thirty-five (35) feet, whichever is less.

Height shall be measured as the vertical distance from average finish grade surface at the building wall to the deck line of a mansard roof or the mean level between eaves and ridge for gable, hip or gambrel roofs. Chimneys, flag poles and similar structures not used for human occupancy are excluded for purposes of calculating the height of a structure. If Farmington City Ordinances are more restrictive, then they shall govern.

7.7 Landscaping. Only such foliage shall be removed from each Lot as is necessary for clearing the driveway, excavating for the foundation, and for lawns and patio areas. Lawn, patio, and garden areas must be approved by the Committee. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control. The planting of trees that will have a high profile and obstruct the view from neighboring Lots is prohibited. Such trees may be pruned or removed at the discretion of the Committee.

No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Property and must be approved by the Committee.

Each dwelling shall have installed surrounding it an outdoor sprinkler system for fire protection and irrigation.

Landscaping may include a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than 25% of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the homeowner and approved by the Committee prior to commencement of landscaping.

(a) **Deadline for Completion of Landscaping.** The front yard of each Lot (from the street to the front line of the residence on the Lot) shall be landscaped within one (1) year of the occupancy date of any structure built upon said Lot. The remainder of the Lot shall be landscaped within two (2) years of the occupancy date of any structure built upon said Lot.

(b) **Revegetation of Slopes.** Where any slope on any Lot has a slope of 30% or greater, the Owner thereof shall be required to immediately revegetate said slope and present a revegetation plan to the Committee for review and approval.

(c) **Trees.** Lot owner(s) shall provide street trees within the park strip portion of the right-of-way. The species, type, and size of tree must be reviewed and approved by the City and street trees shall be spaced no further apart than 30 feet as measured from the center of the tree. Lot owner(s) shall be responsible for the maintenance and upkeep of each tree. Any damaged or dead tree must be immediately replaced with a similar tree of comparable size and/or quality by the responsible party in a timely manner weather permitting.

7.8 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

7.9 Accessory Structures and Facilities. Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee. It is understood that out buildings such as swimming pool and tennis court dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration. All pools must be fenced in strict compliance with local ordinances and with the prior written approval of the Committee as to fence design and material.

Any detached accessory building erected on the lots shall conform in design and materials with the primary residential home on the lot and must be approved as to its permissibility, design and location by the Committee.

7.10 Exterior Antennas, Lights, and Power Lines. Exterior antennas are prohibited. Exposed metal flues, vents, ventilator, or other metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the surrounding Property. TV dishes will be allowed, provided they are placed or screened so they are not readily visible to neighboring Lots and streets. The location of TV dishes must be approved by the Committee. Exterior lighting that is detached from the dwelling will not be allowed unless approved by the Committee. It is anticipated that variances for exterior lights, detached from the dwelling, that are positioned above a one-story level (i.e. tennis court lighting) will rarely be given. All power lines and similar type cables shall be buried underground. No shortwave radio antennas may be constructed on any Lot or attached to any structure thereon without the prior written approval of the Committee.

7.11 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit there from, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber, and other building materials will be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may require screening of the storage areas.

No articles, material, equipment, or vehicles of any nature shall be parked or stored on any street located within the Property. Licensed, regularly used passenger vehicles (i.e., visitor vehicles) may be parked on streets within the Project for brief periods of time (i.e., less than twenty-four hours). Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited.

The use or operation of snowmobiles on Project streets is not permitted. The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress of the Property.

No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operation of any kind shall be permitted upon or in any Lot.

The burning of rubbish, leaves, or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

The Committee, in its sole discretion, shall have the right to determine the existence of any nuisance.

7.12 Signs. Except as provided in this Section 2.11, no signs of any kind shall be displayed to public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent. Notwithstanding the foregoing, signs used by a builder or developer may be up to 160 square feet in size and may be displayed to advertise the improvement or Lots during the construction period. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small business conducted in the home or on a Lot is prohibited.

7.13 Animals. The Association is committed to the preservation and protection of native animal wildlife which may from time to time wander onto and through the Property. Such wildlife shall not be fed or hunted within the Project. Except as specifically provided herein, no animal, bird, fowl, poultry, or livestock of any kind shall be raised, bred, or kept on any Lot except that domestic dogs (a maximum of two), cats, and other household pets may be permitted by the Association as long as they are maintained in accordance with this Declaration and any additional rules and regulations imposed by the Association and are not a nuisance or kept, bred, or maintained for any commercial purposes. No dog shall be allowed to roam unattended on the Project. All dogs going outdoors must be on a leash under the direct supervision and control of the Owner or confined to a dog run or kennel on the Owner's Lot. The manner and location of all dog runs or kennels must be approved by the Committee.

Each Owner, by acceptance of the deed to such Owner's Lot, acknowledges that they are moving into an area where there are property owners have or will have rights to maintain large "Class B" (see Chapter 29 of the Farmington City Zoning Ordinance) animals on their properties and that a primary objective of the Project's development is to protect said property rights. Each Owner understands and

agrees not to oppose or seek to otherwise limit such animal property rights. Additionally, each Owner or prospective Owner understands that the area is subject to normal every day sounds and odors and all other aspects associated with said animal lifestyle. The following Lots within Farmington Meadows may have not more than one (1) "Class B" large animal (horse): 125, 126, 127, 128, 129, 132, 133, 134, 135. Neither horses nor "Class B" animals shall be permitted on any other Lots within Farmington Meadows.

7.14 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 2.1 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

7.15 Restriction on Further Subdivision, Property Restrictions, and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Committee, which approval must be evidenced on the Plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Committee, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Committee and the proposed use otherwise complies with this Declaration.

7.16 Fuel Storage. No tank for storage of fuel may be maintained above the surface of the ground without the prior written consent of the Committee.

7.17 Building Material Storage. No building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

7.18 Easements. Easements for installation of and maintenance of utilities, and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or water tank lines or which may change the direction of flow of drainage channels in the area or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Lots and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Each Lot Owner shall retain storm water and water used in connection with watering landscaping and otherwise on their own Lot.

7.19 Paving. Driveway and other flat paved areas may be concrete, stamped concrete, quarry tile or paving blocks. Gravel areas are not permitted.

7.20 Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the Committee.

7.21 Pools, Spas, Fountains, Game Courts. Pools, spas, fountains, and game courts must be approved by the Committee and shall be located to avoid excessive impact to adjacent properties with light or sound. No game courts shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses.

7.22 Fences and Walls. Fencing and walls shall be stucco, wood, brick, masonry, stone, vinyl, or wrought iron. Fences and walls are to be color coordinated with the approved dwelling colors. Use of landscaping materials for hedges and fencing is encouraged. No structures or fences shall be permitted in any area designated by Farmington City as non-buildable. Fences, walls, or hedges shall not exceed six (6) feet in height; provided, however, that no wall, fence, or opaque hedge or screening materials (other than pre-construction natural vegetation) shall be maintained within: (i) a required front yard; (ii) in any portion of a rear yard which is highly visible from any Project street or non-adjoining Lot because of the elevation or slope of the portion of the rear yard concerned unless specifically permitted by the Committee; and (iii) any portion of the Lot having a slope greater than 30%.

On corner Lots, no fence or other similar structure shall be erected to a height in excess of three and one-half (3.5) feet in any side yard bordering a street. All fences and walls must have prior written approval of the Committee.

7.23 Parking and Storage. No major mechanic work or repairs are to be conducted in streets or front yards of houses. No inoperative automobile or vehicle shall be placed or remain on any Lot or adjacent street for more than forty-eight (48) hours. No commercial-type vehicles and no trucks shall be parked or stored on the front yard setback of any Lot or within the side yard buildings setback on the street side of a corner Lot, or on the residential street except while engaged in transportation. Travel trailers, motorhomes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motorhomes, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view as approved by the Committee. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited.

7.24 Water Discharge. It shall be unlawful for any person owning, occupying, or having control of any premises to suffer or permit irrigation or water from the roof or eaves of any house, building, or other structure or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, street, or adjoining Lot. This is intended to require that the Owner maintains water on his property.

7.25 Basements. No basements are permitted in Farmington Meadows. Basements shall not be constructed on lots in this subdivision plat due to shallow sewer depths resulting from potentially shallow ground water. Lowest level elevation shall be the higher of 4218.00 or top back

of curb. Lot owner(s) assume all risks associated with the construction including, but not limited to, potential flooding or other damage due to high water table. By building any portion of a home below top back of curb, lot owner(s) waive any and all claims against and agree to indemnify and hold harmless Boyer Farmington Meadows, L.C., The Boyer Company L.C., Woodside Farmington Meadows LLC, and/or any of their respective affiliates from any damage or claim arising from construction of a basement or any other improvement below top back of curb.

7.26 Agricultural Protection Area. The Project is located in the vicinity of an established agriculture protection area in which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future be conducted on property included in the agriculture protection area. The use and enjoyment of this property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities.

7.27 Common Area Maintenance. The Homeowners' Association shall be responsible for the maintenance of Parcel A as shown on the Farmington Meadows Phase 1 plat, and Parcels B and H as shown on the Farmington Meadows Phase 2 plat, which parcels shall be Common Area. Maintenance shall include, but not be limited to, upkeep of landscaping, keeping the area free of trash and other debris, periodic spraying of broadleaf weed killer, and cutting vegetation and as required under Farmington City Ordinance and/or other public safety requirements. A certain portion of Parcels A and B have been determined by the United States Army Core of Engineers to be jurisdictional wetlands. The area within these parcels designated as wetlands, as shown on the recorded plats, shall remain natural and shall not be altered in any way to compromise the hydrology and/or vegetation of the wetland areas. In the event that the Homeowners' Association fails to maintain the property as prescribed herein, the individual property Owners shall be responsible for the Maintenance of the Common Area.

7.28 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Development.

7.29 Supplemental Use Restrictions Upon Expansion. In any supplement to this Declaration which is recorded in conjunction with the addition to the Development of a portion of the Additional Land, Declarant shall have the right in its sole discretion to specify use restrictions and standards applicable to such portion. In Declarant's sole discretion, the restrictions and standards so specified may be different than or in addition to the restrictions and standards set forth in this Article.

7.30 Deviations. Deviations from the standards and restrictions set forth in this Article may be allowed only with the approval of the Committee or, where specified, the Board, for good cause shown.

ARTICLE 8: PROPERTY RIGHTS IN COMMON AREAS

8.1 **Easement of Enjoyment.** Each Owner shall have a right and easement of use and enjoyment in and to any Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Owner may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee, or contract purchaser who resides on such Owner's Lot.

8.2 **Form for Conveyance.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____, contained within Farmington Meadows as the same is identified in the Plat recorded in Book _____, at Page _____, and in the Declaration of Covenants, Conditions and Restrictions for Farmington Meadows recorded in Book _____ at Page _____, of the official records of the Washington County Recorder. TOGETHER WITH a right and easement of use and enjoyment in and to any Common Areas described and provided for in said Declaration of Covenants, Conditions and Restrictions and in the Plat thereof in the official records of the Washington County Recorder.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

8.3 **Transfer of Title.** Declarant agrees to convey to the Association title to the Common Areas, free and clear of all liens (other than the lien of current general taxes and the lien of any assessments, charges, or taxes imposed by governmental or quasi-governmental authorities), as each such parcel is substantially completed. Upon such conveyance, each such parcel shall become part of the Common Areas.

8.4 **Limitation on Easement.** An Owner's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(a) The right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Areas;

(b) The right of the City, the County and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Development for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association.

ARTICLE 9: ENFORCEMENT

9.1 **Use of Common Areas.** In the event any Owner shall violate any provision of this Declaration, the Bylaws or the Rules and Regulations adopted by the Association governing the use of Common Areas, then the Association, acting through the Board, shall notify the Owner in writing that the violations exist and that he is responsible for them, and may, after reasonable notice and opportunity to be heard, do any or all of the following: (a) suspend the Owner's voting rights and right to use the Common Areas for the period that the violations remain unabated; (b) impose reasonable fines as an Individual Assessment upon the Owner, in a manner and amount the Board deems appropriate in relation to the violation; or (c) bring suit or action against the Owner to enforce the provisions of this Declaration. Nothing in this Section, however, shall authorize the Association to deprive any Owner of access to and from his Lot.

9.2 **Nonqualifying Improvements and Violation of Declaration.** In the event any Owner constructs or permits to be constructed on his Lot an improvement contrary to the provisions of this Declaration, or causes or permits any improvement, activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on his Lot, then the Association shall notify the Owner in writing of any such specific violations of this Declaration and shall require the Owner to remedy or abate the same in order to bring his Lot, the improvements thereon and his use thereof, into conformance with this Declaration. If the Owner is unable, unwilling or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, the Association shall, after notice and opportunity to be heard and within sixty (60) days of written notice to the Owner, have the right to do any or all of the following:

(a) Impose reasonable fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation, which fines shall constitute Individual Assessments for purposes of this Declaration;

(b) Enter the offending Lot and remove the cause of such violation, or alter, repair or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may levy and Individual Assessment against such Owner for the entire cost of the work done; provided that no items of construction shall be altered or demolished in the absence of judicial proceedings;

(c) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

9.3 **Default in Payment of Assessments; Enforcement of Lien.** If an Assessment or other charge levied under this Declaration is not paid within thirty (30) days of its due date, such Assessment or charge shall become delinquent and shall bear interest from the due date at the rate set forth below. In such event the Association may exercise any or all of the following remedies:

(a) The Association may suspend such Owner's voting rights and right to use the Common Areas until such amounts, plus other charges under this Declaration, are paid in full. In no event, however, shall the Association deprive any Owner of access to and from his Lot.

(b) The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the Assessment, fine or charge is due. The Association may foreclose on the lien and may, through its duly authorized agents, bid on the Lot at such foreclosure sale and may acquire, hold, lease, mortgage or convey the Lot.

(c) The Association may bring an action to recover a money judgment for unpaid Assessments, fines and charges under this Declaration without foreclosing or waiving the lien described in Section 9.3(b). Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(d) The Association shall have any other remedy available to it by law or in equity.

9.4 Notification of First Mortgagee. The Board shall notify any first Mortgagee of any individual Lot of any default in performance of this Declaration by the Lot Owner which is not cured within sixty (60) days after notice of default to the Owner.

9.5 Subordination of Lien to Mortgages. The lien of the Assessments or charges provided for in this Declaration shall be subordinate to the lien of any Mortgage on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the Assessment lien, but the sale or transfer of any Lot which is subject to any Mortgage pursuant to a decree of foreclosure thereunder or any deed or proceeding, deed or assignment in lieu of foreclosure shall extinguish any lien of an Assessment notice of which was recorded after the recording of the Mortgage. Such sale or transfer, however, shall not release the Lot from liability for any Assessments or charges thereafter becoming due or from the lien of such Assessments or charges.

9.6 Interest, Expenses and Attorneys' Fees. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at a rate three (3) percentage points per annum above the prime rate published in the *Wall Street Journal* at the time, or such other rate as may be established by the Board, but not to exceed the lawful rate of interest under the laws of the State. A late charge may be levied for each delinquent Assessment in an amount established from time to time by resolution of the Board; provided, such late charge may not exceed thirty percent (30%) of such Assessment. In the event the Association files a notice of lien, the lien amount shall also include the recording fees associated with filing the notice and a fee for preparing the notice of lien, which fee shall be established from time to time by resolution of the Board. If the Association prevails in any procedure to enforce the provisions of this Declaration, the Association is entitled to an award of its costs and reasonable attorneys' fees associated with the action.

9.7 Nonexclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for in this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law. Failure by the Association to

enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate or remedy any violation of this Declaration by appropriate legal proceedings.

9.8 **Proceedings.** The Association, acting through the Board, shall have the power and the duty to reasonably defend the Association (and, in connection therewith, to raise counterclaims) in any pending or potential lawsuit, arbitration, mediation or governmental proceeding (collectively referred to herein as a "Proceeding"). The Association, acting through the Board, shall have the power, but not the duty, to reasonably institute, prosecute, maintain and/or intervene in a Proceeding, in its own name, but only on matters affecting or pertaining to this Declaration or the Common Areas and as to which the Association is a proper party in interest, and any exercise of such power shall be subject to full compliance with the following provisions:

(a) **Operational Proceedings.** Any Proceeding commenced by the Association to: (i) enforce the payment of an assessment or an Assessment Lien or other lien against an Owner as provided for in this Declaration, (ii) otherwise enforce compliance with the Governing Documents by, or to obtain other relief from, any Owner who has violated any provision thereof, (iii) protect against any matter which imminently and substantially threatens the health, safety and welfare of the Owners, (iv) pursue a supplier, vendor, contractor or provider of services, pursuant to a contract or purchase order with the Association and in the ordinary course of business, or (v) recover money damages wherein the total amount in controversy for all matters arising in connection with the action is not likely to exceed Ten Thousand Dollars (\$10,000.00) in the aggregate; shall be referred to herein as an "Operational Proceeding". The Board from time to time may cause an Operational Proceeding to be reasonably commenced and prosecuted, without the need for further authorization;

(b) **Non-Operational Controversy.** Any and all pending or potential Proceedings other than Operational Proceedings shall be referred to herein as a "Non-Operational Controversy" or "Non-Operational Controversies". To protect the Association and the Owners from being subjected to potentially costly or prolonged Non-Operational Controversies without full disclosure, analysis and consent; to protect the Board and individual members of the Board or its appointed officers and agents from any charges of negligence, breach of fiduciary duty, conflict of interest or acting in excess of their authority or in a manner not in the best interests of the Association and the Owners; and to ensure voluntary and well-informed consent and clear and express authorization by the Owners, strict compliance with all of the following provisions of this Section shall be mandatory with regard to any and all Non-Operational Controversies commenced, instituted or maintained by the Board; and

(c) **Dispute Resolution.** The Board shall first endeavor to resolve any Non-Operational Controversy by good faith negotiations with the adverse party or parties. In the event that such good faith negotiations fail to reasonably resolve the Non-Operational Controversy, the Board shall then endeavor in good faith to resolve such Non-Operational Controversy by mediation, provided that the Board shall not incur liability for or spend more than Five Thousand and No/100 Dollars (\$5,000.00) in connection therewith (provided that, if more

than said sum is reasonably required in connection with such mediation, then the Board shall be required first to reasonably seek approval of a majority of the voting power of the Owners or Voting Delegates, as applicable, for such additional amount for mediation before proceeding to either arbitration or litigation). In the event that the adverse party or parties refuse mediation, or if such good faith mediation still fails to reasonably resolve the Non-Operational Controversy, the Board shall not be authorized to commence, institute or maintain any arbitration or litigation of such Non-Operational Controversy until the Board has fully complied with the following procedures:

(i) The Board shall first investigate the legal merit, feasibility and expense of prosecuting the Non-Operational Controversy, by obtaining the written opinion of a licensed Utah attorney regularly residing in Salt Lake or Davis Counties, Utah, with a Martindale – Hubbell rating of "av", expressly stating that such attorney has reviewed the underlying facts and data in sufficient, verifiable detail to render the opinion, and expressly opining that the Association has a substantial likelihood of prevailing on the merits with regard to the Non-Operational Controversy, without substantial likelihood of incurring any material liability with respect to any counterclaim which may be asserted against the Association. The Board shall be authorized to spend up to an aggregate of Five Thousand and No/100 Dollars (\$5,000.00) to obtain such legal opinion, including all amounts paid to said attorney therefore, and all amounts paid to any consultants, contractors and/or experts preparing or processing reports and/or information in connection therewith. The Board may increase said Five Thousand and No/100 Dollars (\$5,000.00) limit, with the express consent of more than fifty percent (50%) of all of the Owners or Voting Delegates of the Association, at a special meeting called for such purpose;

(ii) Said attorney opinion letter shall also contain the attorney's best good faith estimate of the aggregate maximum "not-to-exceed" amount of legal fees and costs, including, without limitation, court costs, costs of investigation and all further reports or studies, costs of court reporters and transcripts, and costs of expert witnesses and forensic specialists (all collectively, "Quoted Litigation Costs") which are reasonably expected to be incurred for prosecution to completion (including appeal) of the Non-Operational Controversy. Said opinion letter shall also include a draft of any proposed fee agreement with such attorney. If the attorney's proposed fee arrangement is contingent, the Board shall nevertheless obtain the Quoted Litigation Costs with respect to all costs other than legal fees, and shall also obtain a written draft of the attorney's proposed contingent fee agreement (Such written legal opinion, including the Quoted Litigation Costs, and also including any proposed fee agreement, contingent or non-contingent, are collectively referred to herein as the "Attorney Letter").

(iii) Upon receipt and review of the Attorney Letter, if two-thirds (2/3) or more of the Board affirmatively vote to proceed with the institution or prosecution of, and/or intervention in, the Non-Operational Controversy, the Board thereupon shall duly notice and call a special meeting of the Owners or Voting Delegates, as applicable. The written notice to each Owner or Voting Delegate of the Association shall include a copy of the Attorney Letter, including the Quoted Litigation Costs and any proposed fee agreement, contingent or non-contingent, together with a written report ("Special Assessment Report") prepared by the Board: (A) itemizing the amount necessary to be assessed to each Owner ("Special Litigation

Assessment"), on a monthly basis, to fund the Quoted Litigation Costs, and (B) specifying the probable duration and aggregate amount of such Special Litigation Assessment. At said special meeting, following review of the Attorney Letter, Quoted Litigation Costs, and the Special Assessment Report, and full and frank discussion thereof, including balancing the desirability of instituting, prosecuting and/or intervening in the Non-Operational Controversy against the desirability of accepting any settlement proposals from the adversary party or parties, the Board shall call for a vote of the Owners or Voting Delegates, as applicable, whereupon: (a) if not more than fifty percent (50%) of the total voting power of the Association votes in favor of pursuing such Non-Operational Controversy and levying the Special Litigation Assessment, then the Non-Operational Controversy shall not be pursued further, but (b) if more than fifty percent (50%) of the total voting power of the Association (i.e., more than fifty percent (50%) of all of the Owners or Voting Delegates, as applicable, of the Association) affirmatively vote in favor of pursuing such Non-Operational Controversy, and in favor of levying a Special Litigation Assessment on the Owners in the amounts and for the duration set forth in the Special Assessment Report, then the Board shall be authorized to proceed to institute, prosecute, and/or intervene in the Non-Operational Controversy. In such event, the Board shall engage the attorney who gave the opinion and quote set forth in the Attorney Letter, which engagement shall be expressly subject to the Attorney Letter. The terms of such engagement shall require (i) that said attorney shall be responsible for all attorneys' fees, costs and expenses whatsoever in excess of one hundred twenty percent (120%) of the Quoted Litigation Costs, and (ii) that said attorney shall provide, and the Board shall distribute to the Owners, not less frequently than quarterly, a written update of the progress and current status of, and the attorney's considered prognosis for, the Non-Operational Controversy, including any offers of settlement and/or settlement prospects, together with an itemized summary of the attorney's fees and costs incurred to date in connection therewith.

(iv) In the event of any bona fide settlement offer from the adverse party or parties in the Non-Operational Controversy, if the Association's attorney advises the Board that acceptance of the settlement offer would be reasonable under the circumstances, or would be in the best interests of the Association, or that said attorney no longer believes that the Association is assured of a substantial likelihood of prevailing on the merits without prospect of material liability on any counterclaim, then the Board shall have the authority to accept such settlement offer. In all other cases, the Board shall submit any settlement offer to the Owners, who shall have the right to accept any such settlement offer upon a majority vote of all of the Owners or Voting Delegates, as applicable, of the Association.

(a) In no event shall any Association working capital fund be used as the source of funds to institute, prosecute, maintain and/or intervene in any Proceeding (including, but not limited to, any Non-Operational Controversy).

(b) Any provision in this Declaration notwithstanding: (i) other than as set forth in this Section, the Association shall have no power whatsoever to institute, prosecute, maintain, or intervene in any Proceeding, (ii) any institution, prosecution, or maintenance of, or intervention in, a Proceeding by the Board without first strictly complying with, and thereafter continuing to comply with, each of the provisions of this Section, shall be

unauthorized and ultra vires (i.e., an unauthorized and unlawful act, beyond the scope of authority of the Association or of the person(s) undertaking such act) as to the Association, and shall subject any member of the Board who voted or acted in any manner to violate or avoid the provisions and/or requirements of this Section 9.8 to personal liability to the Association for all costs and liabilities incurred by reason of the unauthorized institution, prosecution, or maintenance of, or intervention in, the Proceeding; and (iii) this Section 9.8 may not be amended or deleted at any time without the express prior written approval of both: (1) Owners or Voting Delegates, as applicable, representing not less than seventy-five percent (75%) of the total voting power of Association, and (2) not less than seventy-five percent (75%) of the total voting power of the Board; and any purported amendment or deletion of this Section, or any portion hereof, without both of such express prior written approvals shall be void.

ARTICLE 10: AMENDMENTS

10.1 Term: Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date of recordation. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Owners (based upon one vote per lot) casting seventy-five percent (75%) of the total votes cast at an election held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. The Declaration may be terminated at any time if at least ninety percent (90%) of the votes cast by all Owners shall be cast in favor of termination at any election held for such purpose. If the necessary votes and consents are obtained, the Committee shall cause to be recorded in the Davis County records a "Certificate of Termination", duly signed by a member of the Committee and acknowledged before a Notary Public. Thereupon the covenants herein contained shall have no further force and effect, and the Committee shall be dissolved pursuant to the terms set forth in its articles.

10.2 Regulatory Amendments. Notwithstanding the provisions of Section 10.1, until termination of the Class B Membership, Declarant shall have the right to amend this Declaration or the Bylaws in order to comply with the requirements of any applicable statute, ordinance or regulation of the Federal Housing Administration, the Department of Veterans Affairs, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States or the State, or any corporation wholly owned, directly or indirectly, by the United States or the State which insures, guarantees or provides financing for a planned community or lots in a planned community.

10.3 Amendments. This Declaration may be amended by recording in the office of the Davis County Recorder a "Certificate of Amendment," duly signed by a member of the Committee and acknowledged. The Certificate of Amendment shall set forth in full the amendment adopted. The Declaration may be amended at any time if at least sixty-seven percent (67%) of the votes cast by all owners shall be in favor of the Amendment.

10.4 **Alteration of Use.** Until 90% of lots are sold, Declarant can modify Declaration to accommodate any public use, school use, park use, church use, or street or easement use.

ARTICLE 11: EXPANSION OF DEVELOPMENT

11.1 **Right to Expand and State of Title to New Lots.** There is hereby granted unto Declarant, and Declarant hereby reserves, the absolute right and option to expand the Development at any time (within the limits herein prescribed) and from time to time by adding to the Development the Additional Land. Notwithstanding any provision of this Declaration which might be construed to the contrary, such right and option may be exercised without obtaining the vote or consent of any other person (including any Owner, Mortgagee, or the Association) and shall be limited only as specifically provided in this Declaration. Any Additional Land shall be deemed added to the Development and, subject to the terms of this Article, to the jurisdiction of the Association at such time as a duly approved subdivision plat and a supplement to this Declaration containing the information required by Section 11.3 have been recorded with respect to the Additional Land concerned. After the recordation of such supplement and plat, title to each Lot thereby created within the Additional Land concerned and its appurtenant right and easement of use and enjoyment in and to Common Areas shall be vested in and held by Declarant, and none of the other Owners or the Association shall have any claim or title to or interest in such Lot and such Lot's appurtenant nonexclusive right and easement of use and enjoyment to the Common Areas.

11.2 **Rights and Statements Respecting Additional Land.** Declarant hereby furnishes the following information and statements respecting the Additional Land and Declarant's right and option concerning expansion of the Development by the addition thereto of the Additional Land or a portion or portions thereof:

(a) The Additional Land may be added to the Development at any time (within the limits herein prescribed) and from time to time.

(b) There are no limitations or requirements relative to the size, location, or configuration of the Additional Land which can be added to the Development or relative to the order in which the Additional Land can be added to the Development.

(c) There are no limitations or requirements (other than zoning and subdivision restrictions as they may exist or be modified from time to time) relative to the layout, design, size, location, density, permitted uses, legal structure, or other characteristics of the Lots to be created on the Additional Land added to the Development.

(d) Any structure erected on a portion of the Additional Land added to the Development will be constructed in a good and workmanlike manner.

(e) In conjunction with the addition to the Development of the Additional Land, Declarant shall have the right to reserve, in the instruments through which the addition is accomplished, rights-of-way and/or easements for purposes of enabling access to, furnishing utilities to, and facilitating or enabling development of, such other land as Declarant deems necessary.

(f) There shall be no maximum number of Lots which may be created on the Additional Land, subject to applicable zoning requirements. There is no restriction concerning the size of commercial, retail, or recreational facilities that may be constructed on the Additional Land, subject, however, to applicable zoning requirements.

(g) Taxes and assessments relating to the Additional Land added to Development and relating to a period prior to the addition of such Additional Land to the Development shall, prior to such addition, be either paid by Declarant if then due or escrowed for later payment with a title company in the State if not then due.

11.3 Procedure for Expansion. The supplements to this Declaration by which addition to the Development of the Additional Land is accomplished shall be executed by Declarant; shall be in recordable form; shall be filed for record in the office of the County Recorder, on or before twenty (20) years from the date that this Declaration is recorded; and shall contain the following information for the Additional Land which is being added to the Development:

(a) Data sufficient to identify this Declaration and the plat respecting the Additional Land being added to the Development.

(b) The legal description of the Additional Land being added to the Development.

(c) Any amendments, supplements, or replacements to or for the standards and restrictions set forth in this Declaration.

(d) A statement that such Additional Land shall thereafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration, as said Declaration may be amended or supplemented in accordance with the immediately foregoing subsection.

(e) A statement that Declarant agrees to convey by special warranty deed to the Association, at or prior to the time it conveys to an Owner the first Lot located on the Additional Land being added to Development, good and marketable title to any parcels or Lots located therein intended by Declarant to be Common Areas situated in the Additional Land being added to the Development, free and clear of all monetary liens and encumbrances (other than the lien of current general taxes and the lien of any current assessments, charges, or taxes imposed by governmental or quasi-governmental authorities).

(f) Such rights-of-way and/or easements as are being reserved by Declarant pursuant to Section 11.2(e).

(g) Such other matters as Declarant may deem to be necessary, desirable, or appropriate.

Upon the recordation of any supplement contemplated above, it shall automatically supplement this Declaration and any supplements previously recorded. At any point in time, the Declaration for the Development shall consist of this Declaration, as amended and expanded by all supplements theretofore recorded pursuant to the terms hereof.

11.4 **No Obligation to Expand.** Except to the extent specifically indicated herein, this Declaration is not intended, and shall not be construed so as, to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (a) the addition to the Development of any Additional Land; (b) the creation or construction of any Lot or other improvement; (c) the carrying out in any particular way or within any particular time of any development or addition to the Development which may be undertaken; or (d) the taking of any particular action with respect to the Additional Land.

11.5 **Owners' Obligation Concerning Expansion.** Each Owner, by acquiring his interest in the Development, agrees not to inhibit or oppose Declarant's future development of the Additional Land. Without limiting the scope of the immediately foregoing sentence, no Owner shall oppose such development in public meetings, by petition, or by legal actions.

ARTICLE 12: MISCELLANEOUS

12.1 **Construction; Severability; Number; Captions; Exhibits.** This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision. As used in this Declaration, the singular shall include the plural and the plural the singular, and 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. All Exhibits hereto are incorporated by reference.

12.2 **Interpretation of the Covenants.** Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by the covenants and provisions hereof.

12.3 **Rule Against Perpetuities.** Each provision contained in this Declaration which is subject to the laws or rules sometime referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints on alienation shall continue and remain in full force and effect for a period of twenty-one (21) years following the death of the last survivor of the issue of Steven B. Ostler, and the now living children of such issue, or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions contained in this Declaration shall continue and remain in full force and effect.

12.4 **General Reservations.** Declarant reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Common Areas that do not materially interfere with the best interests of Owners and/or the Association including, but not limited to, access and utility easements, road easements, pedestrian easements, pedestrian and hiking trails, and easements and drainage easements.

12.5 **Run with the Land.** Declarant for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 30 day of
JULY, 2007.

BOYER FARMINGTON MEADOWS, L.C.,
a Utah limited liability company, by its Manger

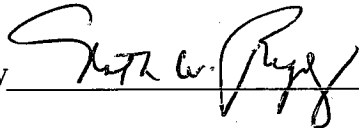
The Boyer Company, L.C.,
a Utah limited liability company

By 

Name: STEVEN B. OSHU

Title: Manager

Woodside Farmington Meadows, LLC, a Utah limited
liability company,

By 

Nathan W. Pugsley, President

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On the 30 day of July, 2007, personally appeared before me Steven B Gester, who being by me duly sworn, did say that he is a Manager of The Boyer Company, L.C., the Manger of Boyer Farmington Meadows, L.C., a Utah limited liability company, and that the foregoing instrument was signed on behalf of the said company by authority of its organizational documents and that the company executed the same.

[SEAL]

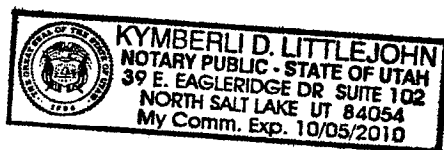


Misty James
Notary Public

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On the 31st day of ^{July}~~June~~, 2007, personally appeared before me Nathan W. Rynd who, being by me duly sworn, did say that he is the President of Woodside Farmington Meadows, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of the Company by authority of its Operating Agreement, and that the Company executed the same.

[SEAL]



Kymerli D Littlejohn
Notary Public

EXHIBIT A

Legal Description of the Property

LEGAL DESCRIPTION

LOTS 101 THROUGH 138, INCLUSIVE, FARMINGTON MEADOWS PHASE 1 SUBDIVISION, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCELS A, C, D, E, F, G, FARMINGTON MEADOWS PHASE 1 SUBDIVISION, DAVIS COUNTY, UTAH ACCORDING TO THE OFFICIAL PLAT THEREOF.

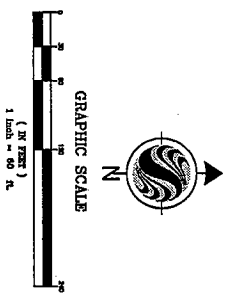
08-427-0101 thru 0144

Proposed FARMINGTON MEADOWS PHASE 2 SUBDIVISION described as follows:

Beginning at a point North 00°19'28" West 648.99 feet along the Section line from the Southeast corner of Section 15, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence West 251.91 feet; thence North 90.00 feet; thence West 215.20 feet; thence North 89.65 feet; thence Northeasterly 23.55 feet along the arc of a 15.00 foot radius curve to the Right, chord bears North 44°58'04" East 21.20 feet; thence South 89°57'53" East 5.00 feet; thence North 00°02'07" East 55.00 feet; thence North 89°57'53" West 5.00 feet; thence Northwesterly 23.48 feet along the arc of a 15.00 foot radius curve to the Right, chord bears North 45°12'54" West 21.16 feet; thence West 55.00 feet; thence North 87.30 feet; thence South 89°56'08" West 391.75 feet; thence North 00°03'52" West 135.00 feet; thence South 89°56'08" West 33.36 feet; thence Southwesterly 91.26 feet along the arc of a 112.50 foot radius curve to the Left, chord bears South 66°41'44" West 88.78 feet; thence North 46°32'39" West 55.00 feet; thence South 43°27'21" West 15.99 feet; thence Southwesterly 34.44 feet along the arc of a 25.00 foot radius curve to the Right, chord bears South 82°55'28" West 31.78 feet; thence Northwesterly 12.47 feet along the arc of a 277.50 foot radius curve to the Left, chord bears North 58°53'38" West 12.47 feet; thence North 00°03'52" West 191.40 feet; thence North 89°56'45" East 1118.45 feet; thence South 00°19'28" East 672.47 feet to the point of beginning.

08-067-0003

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1
TOWNSHIP 3 NORTH, RANGE 1 WEST SALT LAKE BASE & MERIDIAN
FARMINGTON CITY DAVIS COUNTY UTAH

[illegible]

Myer E. Seasholtz, do hereby certify that I am a Registered Land Surveyor, and that I hold Certificate No. 19,282-283, as prescribed under the laws of the State of Utah. I further certify that by authority of the Board of Land Surveyors, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereunto to be known as

**FARMINGTON MEADOWS PHASE 1
SUBDIVISION**

OWNER'S DEDICATION

_____ copy of _____
Myer Farmington Meadows L.C. _____

Page 61 of 20
Essexant Valley Investments L.C.

DATE OF UTILITY	ISS
01-01-78	100
02-01-78	100
03-01-78	100
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06-01-90	100
07-0	

after being duly sworn, acknowledged to me that _____, a Limited Liability Company, that _____ signed this Owner's Declaration freely and

COMMISSION EXPENSES _____

NOTARY PUBLIC _____

RESIDING IN _____ COUNTY _____

DATE OF UTM
ACTY OF
ISS
A D 20
nonofficially processed by

_____ a United
_____ signed the Owner's Dedication freely and
_____ Liability Company, that _____

COMMISSION EXPIRES _____

NOTARY PUBLIC
RESIDING IN _____ COUNTY

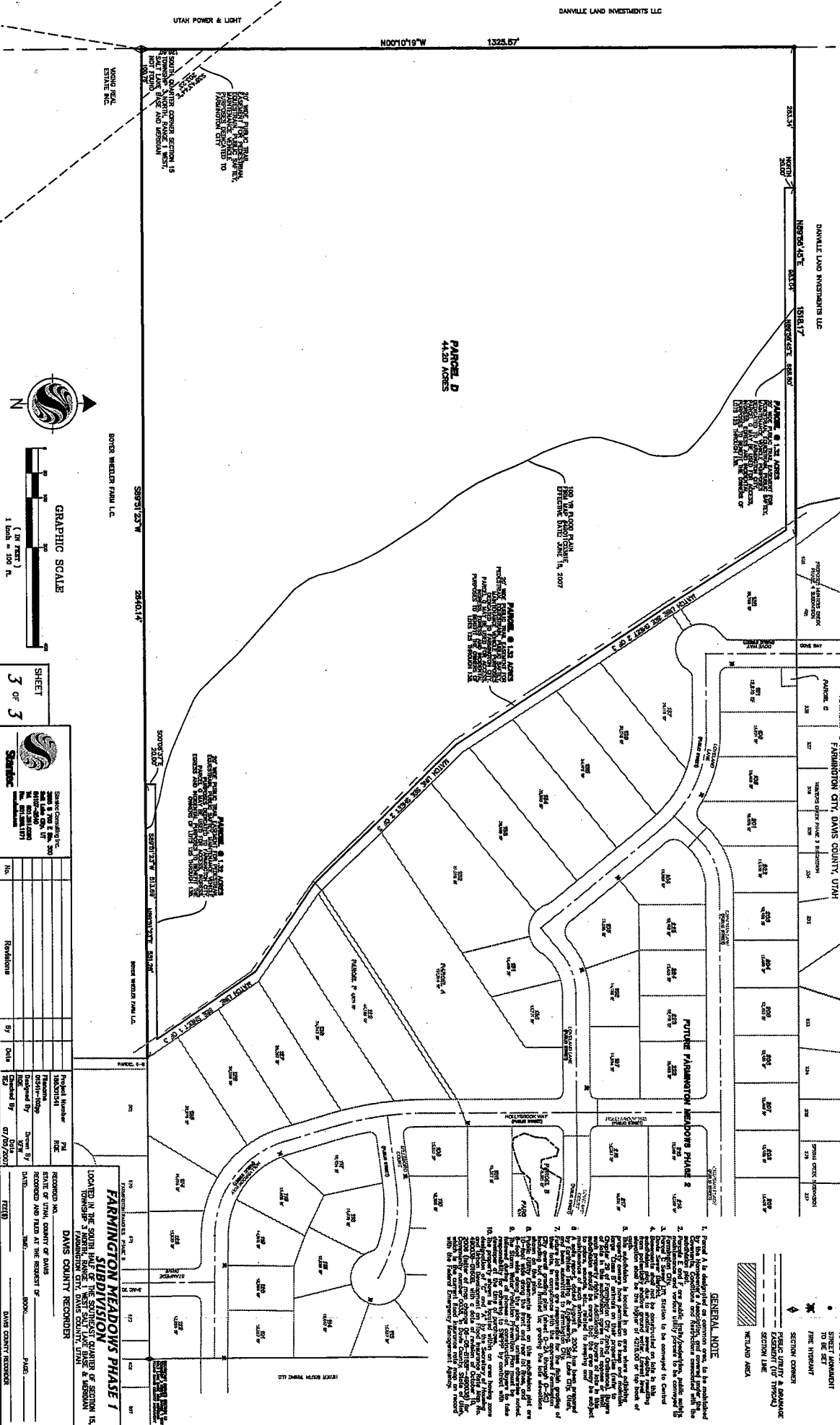
TOWNSHIP 3 NORTH, RANGE 1 WEST SALT LAKE BASE & MERIDIAN
 FAIRMINGTON CITY, DAVIS COUNTY, UTAH

FILE OF UTAH, COUNTY OF DAVIS
RECORDED AND FILED AT THE REQUEST OF _____
TIME: _____ PAGE: _____

Year	Number of cases	Percentage of cases
1997	10	1.0
1998	15	1.5
1999	20	2.0
2000	25	2.5
2001	30	3.0
2002	35	3.5
2003	40	4.0
2004	45	4.5
2005	50	5.0
2006	55	5.5
2007	60	6.0
2008	65	6.5
2009	70	7.0
2010	75	7.5
2011	80	8.0
2012	85	8.5
2013	90	9.0
2014	95	9.5
2015	100	10.0
2016	105	10.5
2017	110	11.0
2018	115	11.5
2019	120	12.0
2020	125	12.5
2021	130	13.0
2022	135	13.5
2023	140	14.0
2024	145	14.5
2025	150	15.0
2026	155	15.5
2027	160	16.0
2028	165	16.5
2029	170	17.0
2030	175	17.5
2031	180	18.0
2032	185	18.5
2033	190	19.0
2034	195	19.5
2035	200	20.0
2036	205	20.5
2037	210	21.0
2038	215	21.5
2039	220	22.0
2040	225	22.5
2041	230	23.0
2042	235	23.5
2043	240	24.0
2044	245	24.5
2045	250	25.0
2046	255	25.5
2047	260	26.0
2048	265	26.5
2049	270	27.0
2050	275	27.5
2051	280	28.0
2052	285	28.5
2053	290	29.0
2054	295	29.5
2055	300	30.0
2056	305	30.5
2057	310	31.0
2058	315	31.5
2059	320	32.0
2060	325	32.5
2061	330	33.0
2062	335	33.5
2063	340	34.0
2064	345	34.5
2065	350	35.0
2066	355	35.5
2067	360	36.0
2068	365	36.5
2069	370	37.0
2070	375	37.5
2071	380	38.0
2072	385	38.5
2073	390	39.0
2074	395	39.5
2075	400	40.0
2076	405	40.5
2077	410	41.0
2078	415	41.5
2079	420	42.0
2080	425	42.5
2081	430	43.0
2082	435	43.5
2083	440	44.0
2084	445	44.5
2085	450	45.0
2086	455	45.5
2087	460	46.0
2088	465	46.5
2089	470	47.0
2090	475	47.5
2091	480	48.0
2092	485	48.5
2093	490	49.0
2094	495	49.5
2095	500	50.0
2096	505	50.5
2097	510	51.0
2098	515	51.5
2099	520	52.0
2100	525	52.5

FARMINGTON MEADOWS PHASE 1 SUBDIVISION

LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15,
TOWNSHIP 3 NORTH, RANGE 1 WEST SALT LAKE BASE & MERIDIAN



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