

After Recording, Return to

Woodside Farmington Meadows, LLC
Attention: Nate Pugsley
39 E Eagleridge Dr, Ste 100
North Salt Lake, UT 84054
Tax ID: 08-427-0101 - 08-427-0144

E 2474779 B 4837 P 1031-1037
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
8/12/2009 4:50:00 PM
FEE \$65.00 Pgs: 7
DEP eCASH REC'D FOR US TITLE COMPANY OF UTAH

**ACCOMMODATION
RECORDING ONLY
U.S. TITLE**

Space Above for Recorder's Use

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

This Amendment to Declaration of Covenants, Conditions and Restrictions for Farmington Meadows ("**Amendment**") is made and executed as of August __, 2009, by **Boyer Farmington Meadows, L.C.**, a Utah limited liability company, and **Woodside Farmington Meadows, L.L.C.**, a Utah limited liability company (collectively, "**Declarant**").

BACKGROUND

A. Declarant is the Declarant under the Declaration of Covenants, Conditions and Restrictions for Farmington Meadows, recorded October 11, 2007, as Document Number 20070049687 in the official records of Washington County, Utah ("**Declaration**"). Capitalized terms used but not defined in this Amendment will have the respective meanings attributed to them in the Declaration.

B. The Declaration encumbers certain real property located in Davis County, Utah, a legal description of which is attached to this Amendment as Exhibit A ("**Property**").

C. Under Section 10.3 of the Declaration, the Declaration may be amended with the approval of at least 67% of the votes entitled to be cast by the owners.

D. Declarant now desires to amend the Declaration as set forth in this Amendment, and this Amendment has been approved by the requisite number of votes.

AMENDMENT

1. Section 7.1 of the Declaration is hereby amended and restated in its entirety as follows:

7.1 **Building Restrictions.** For Lots 101 through 108 and 130 through 138, the following building restrictions will apply:

No Lot will be used except for residential purposes. No building will be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two stories in height and a private garage for two to four vehicles. Carports may not be built. The size requirements will be as follows:

Rambler-style houses will have a minimum of 1,000 finished square feet above finished grade. Two-story houses will have a minimum of 1,500 finished square feet above finished grade. 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.

For Lots 109 through 129, the following building restrictions will apply:

No Lot will be used except for residential purposes. No building will be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two stories in height and a private garage for two to three vehicles. Carports may not be built. The size requirements will be as follows:

Rambler-style houses will have a minimum of 1,650 finished square feet of main floor area above finished grade, not counting the below-grade floor permitted on Lots 115, 116, 118, 119, 120, and 121. Two-story houses will have a minimum of 2,000 finished square feet of floor area above finished grade, not counting the below-grade floor permitted on Lots 118, 119, 120, and 121 (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, 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.

2. Section 7.3 of the Declaration is hereby amended and restated in its entirety as follows:

7.3 Construction Quality, Size, and Cost. For Lots 101 through 108 and 130 through 138, the following construction quality, size, and cost specifications will apply:

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 Lots will be of new materials, except pre-approved used brick, will be of good quality workmanship and materials, and will have a fair market value upon competition of at least \$100,000.00, excluding land value and closing fees. Only those exterior materials that blend harmoniously with the natural environment, with earth-toned colors, will be permitted. All exterior material must be new, except pre-approved used brick, and must consist of brick, rock, stucco, or combination approved in writing by the 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 Committee. Aluminum soffit and fascia is acceptable. No aluminum exterior siding homes will be permitted in the Development. No wood exterior siding will be permitted in the Development. All exterior materials and colors are to be specified on plans and submitted for approval by the

Committee. No pre-manufactured homes will be permitted. No flat roofs will be permitted in the Development without the prior written approval of the Committee. Pitched roofs will have a pitch of at least 4/12 and no greater than 12/12. A minimum width of 6 inches will be required on the fascia. All stacks and chimneys from fireplaces in which combustible materials other than natural gas are burned will be fitted with spark arresters. All Owners will strictly comply with all state laws and city ordinances pertaining to fire hazard control.

For lots 109 through 129, the following construction quality, size, and cost specifications will apply:

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 will be of new materials, except pre-approved used brick, will be of good quality workmanship and materials, and will have a fair market value upon competition of at least \$150,000.00, excluding land value and closing fees. Only those exterior materials that blend harmoniously with the natural environment, with earth-toned colors, will be permitted. All exterior material will be new, except pre-approved used brick, and consist of brick, rock, stucco, or combination approved in writing by the 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 Committee. Aluminum soffit and fascia is acceptable. No aluminum exterior siding homes will be permitted in the Development. No wood exterior siding will be permitted in the Development. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee. No pre-manufactured homes will be permitted. No flat roofs will be permitted in the Development without the prior written approval of the Committee. Pitched roofs will have a pitch of at least 6/12 and no greater than 12/12. A minimum width of 6 inches will be required on the fascia. All stacks and chimneys from fireplaces in which combustible materials other than natural gas are burned will be fitted with spark arresters. All Owners will strictly comply with all state laws and city ordinances pertaining to fire hazard control.

Declarant will be exempt from the requirements of this Section 7.3.

3. Section 7.4 of the Declaration is hereby amended and restated in its entirety as follows:

7.4 Construction Time. The Committee will 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 will not exceed 12 months from start to finish. "Start" will 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 will be removed within the 12-month period. Such debris and excavation dirt will not be permitted on any of the streets or sidewalks within the Development.

4. Section 7.25 of the Declaration is hereby amended and restated in its entirety as follows:

7.25 Basements. Due to shallow sewer depths resulting from potentially shallow ground water, basements are not permitted in the Development. The elevation of the lowest level (floor slab) of the home will be the higher of 4,218 feet (based on the North American Vertical Datum of 1988) or top back of curb. Notwithstanding the foregoing, the floor slab of homes constructed on Lots 115, 116, 118, 119, 120, and 121 may be placed at an elevation equal to the lowest level of natural grade on the individual Lots, as long as this elevation is at least 4,218 feet. To place the floor slab at a level equivalent to the lowest level of natural grade, the Owner must secure necessary approvals from the City. Each Owner assumes all risks associated with the construction of a structure below the top back of curb, including the risk of flooding due to a shallow water table, and ponding. Each Owner agrees to indemnify and hold harmless Farmington Meadows Homeowners Association, Inc., Boyer Farmington Meadows, L.C., The Boyer Company, L.C., and their respective managers, members, officers, directors, and affiliates from any damage or claim arising from the placement of a structure below the top back of curb.

5. Section 8.2 of the Declaration is hereby amended and restated in its entirety as follows:

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

Lot No. _____, contained within Farmington Meadows Phase [1][2] Subdivision, 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 as Entry Number _____ in Book _____ at Page _____ of the official records of the Davis County Recorder, as amended or supplemented. 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 Davis County Recorder, as amended or supplemented.

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

6. Article 10 of the Declaration is hereby amended and restated in its entirety as follows:

10.1 Amendment. This Declaration and the Plat may be amended only with the consent of at least 67% of the votes allocated to the Owners, together with the approval of the Class B Member (if any). However, no amendment may create, limit, or diminish Declarant's rights without Declarant's written consent. Notwithstanding anything in this Declaration to the contrary, Declarant will have the right to amend this Declaration or the

Plat to correct technical errors, to clarify the meaning of certain provisions, or to comply with the requirements of any applicable statute, ordinance, regulation, or lending requirement of the Federal Housing Administration, the Department of Veterans Affairs, the Farmers Home Administration, 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 of Utah, or any corporation wholly owned, directly or indirectly, by the United States or the State of Utah that insures, guarantees, or provides financing for a lot in a planned community.

10.2 **Alteration of Use.** Until 90% of Lots are conveyed to Owners other than Declarant, Declarant may, without the consent of any other Owner, amend the Declaration or the Plat to accommodate any public use, school use, park use, church use, or street or easement use, so long as such amendment does not change the Lot boundaries of a Lot owned by an Owner other than Declarant without that Owner's consent.

7. The text of Section 5.5 of the Declaration is hereby amended to replace the language "the City of St. George" with "the City".

8. The reference in Section 1.11 to "Article 5" is hereby changed to "Article 6".

9. The term "Project" is hereby replaced throughout with the defined term "Development".

10. The term "Architectural Review Committee" is replaced throughout with the defined term "Architectural Control Committee".

11. Except as modified by this Amendment, the Declaration will remain in full force and effect. If there is any conflict between a provision of this Amendment and a provision of the Declaration, the provision of this Amendment will control. The invalidity or unenforceability of any portion of this Amendment will not affect the validity or enforceability of the remainder.

Signatures, Acknowledgments, and Exhibit Follow

Declarant has executed this Declaration to be effective as of the date first set forth above.

Boyer Farmington Meadows, L.C.,
a Utah limited liability company,
by its manager:

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

By: [Signature]

Name: David Glen
Title: Manager

Woodside Farmington Meadows, LLC,
a Utah limited liability company,
by its manager:

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

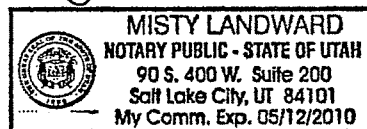
By: Clark G. / [Signature]

Name: Nathan W. Pugsley
Title: Manager

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me on August 6, 2009, by Devon M. Glenn, a manager of The Boyer Company, L.C., the manager of Boyer Farmington Meadows, L.C.

Musty Sandward
Notary Public



State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me on August 12, 2009, by Nathan W. Pugsley, a manager of Woodside Farmington Meadows, LLC.

Notary Public

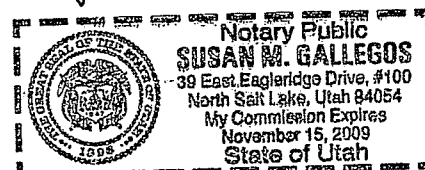


Exhibit A

Legal Description of the Property

Lots 101 through 138, inclusive, and Parcels A, C, D, E, F, and G, Farmington Meadows Phase 1 Subdivision, Davis County, Utah, according to the Official Plat Thereof.

[For Reference Only: Tax Parcel Nos. 08-427-0101 through -0144]

The following described property is Additional Land, which, though not currently subject to the Declaration, may at some future time be subjected to the Declaration in accordance with Article 11 of the Declaration.

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.

[For Reference Only: Tax Parcel No. 08-427-0101 through -0144]