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WHEN RECORDED RETURN TO:
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DAVIS COUNTY, UTAH RECORDER
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DEP RTT REC'D FOR FARMINGTON CITY

**RECREATION AMENITY DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS,
AND
RESERVATION OF EASEMENTS, AND BYLAWS
FOR
FARMINGTON CROSSING ON SPRING CREEK POND
AND
FARMINGTON CROSSING EAST¹**

1

This Recreation Amenity Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Farmington Crossing on Spring Creek Pond and Farmington Crossing East (the "Recreation Amenity Declaration") is executed by Farmington Development Corporation, a Utah corporation, of 273 N. East Capitol Street, Salt Lake City, UT 84103 (the "Declarant").

See desc pgs for #'s

RECITALS:

1. Farmington Crossing on Spring Creek Pond is a Utah planned unit development located in Davis County, Utah developed by the Declarant ("Farmington Crossing on Spring Creek Pond").

2. The Declaration of Covenants, Conditions and Restrictions for Farmington Crossing on Spring Creek Pond was recorded in the office of the County Recorder of Davis County, Utah on May 6, 2005 as Entry No. 2071653 in Book 3783 at Pages 639-713 of the official Records (the "Farmington Crossing on Spring Creek Pond Declaration"). A Plat Map for Phase I of Farmington Crossing on Spring Creek Pond was recorded concurrently therewith.

3. The First Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions for Farmington Crossing on Spring Creek Pond was recorded in the office of the County Recorder of Davis County, Utah on August 15, 2005 as Entry No. 2096923 in Book 3849 at Pages 361-372 of the official Records (the "First Supplement"). A Plat Map for Phase II and Phase III of Farmington Crossing on Spring Creek Pond was recorded concurrently therewith.

¹ aka Farmington Crossing North Phase 5.

4. The Second Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions for Farmington Crossing on Spring Creek Pond was recorded in the office of the County Recorder of Davis County, Utah on April 5, 2006 as Entry No. 2157971 in Book 4006 at Pages 1132-1139 of the official Records (the "Second Supplement"). A Plat Map for Phase IV of the Farmington Crossing on Spring Creek Pond Project, known as Farmington Crossing on Spring Creek Pond South, Phase 1 was recorded concurrently therewith.

5. The Third Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions for Farmington Crossing on Spring Creek Pond was recorded in the office of the County Recorder of Davis County, Utah on September 27, 2006 as Entry No. 2205234 in Book 4126 at Pages 185-190 of the official Records (the "Third Supplement").

6. The Fourth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions for Farmington Crossing on Spring Creek Pond was recorded in the office of the County Recorder of Davis County, Utah on November 28, 2007 as Entry No. 2323640 in Book 4417 at Pages 151-156 of the official Records (the "Fourth Supplement"). A Plat Map for Phase V of the Farmington Crossing on Spring Creek Pond Project, known as Farmington Crossing on Spring Creek Pond North, Phase 1 was recorded concurrently therewith.

7. The Fifth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions for Farmington Crossing on Spring Creek Pond was recorded in the office of the County Recorder of Davis County, Utah on January 15, 2010 as Entry No. 2505989 in Book 4942 at Pages 231-236 of the official Records (the "Fifth Supplement"). A Plat Map for Phase VI of the Farmington Crossing on Spring Creek Pond Project, known as Farmington Crossing on Spring Creek Pond South Phase 2 was recorded concurrently therewith.

8. The Sixth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions for Farmington Crossing on Spring Creek Pond was recorded in the office of the County Recorder of Davis County, Utah on March 12, 2010 as Entry No. 2516288 in Book 4980 at Pages 57-61 of the official Records (the "Sixth Supplement"). A Plat Map for Phase VII of the Farmington Crossing on Spring Creek Pond Project, known as Farmington Crossing on Spring Creek Pond North Phase 3 was recorded concurrently therewith.

9. The Seventh Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions for Farmington Crossing on Spring Creek Pond was recorded in the office of the County Recorder of Davis County, Utah on September 23, 2010 as Entry No. 2554561 in Book 5115 at Pages 140-144 of the official Records (the "Seventh Supplement"). A Plat Map for Phase VIII of the Farmington Crossing on Spring Creek Pond Project, known as Farmington Crossing on Spring Creek Pond North Phase 4 was recorded concurrently therewith.

10. The Eighth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions for Farmington Crossing on Spring Creek Pond recorded in the office of the County Recorder of Davis County, Utah on April 19, 2011 as Entry No. 2594765 in Book 5255 at Pages 124-127 of the official Records (the "Eighth Supplement").

11. The Ninth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions for Farmington Crossing on Spring Creek Pond recorded in the office of the County Recorder of Davis County, Utah on July 6, 2011 as Entry No. 2606052 in Book 5309 at Pages 310-317 of the official Records (the "Ninth Supplement").

12. The Tenth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions for Farmington Crossing on Spring Creek Pond has been or will be recorded in the office of the County Recorder of Davis County, Utah (the "Tenth Supplement").

13. This document affects the properties, project and phases referred to above in paragraphs 2-12, inclusive, and described with particularity on Exhibit "A-1" attached hereto and incorporated herein by this reference shall be known herein as the "Farmington Crossing on Spring Creek Pond Properties" or where the context requires "Farmington Crossing on Spring Creek Pond".

14. The Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Farmington Crossing North Phase 5 (aka Farmington Crossing East) was recorded in the office of the County Recorder of Davis County, Utah on 5-7-12 as Entry No. 2660126 in Book 5516 at Pages 1446-1447 of the official Records (the "Farmington Crossing East Declaration"). A Plat Map for Phase I of Farmington Crossing East was recorded concurrently therewith.

15. This document affects the property subject to the Farmington Crossing East Declaration, described with particularity on Exhibit "A-2" attached hereto and incorporated herein by this reference (the "Farmington East Property").

16. This document affects that certain real property located in Davis County, Utah, which consists of the Community Center (Recreation Amenity No. 1), the Splash Park (Recreation Amenity No. 2)², and Lot 76-1 as shown on the Final Plat for Farmington Crossing North Phase 5 (Recreation Amenity No. 3)³, described with particularity on Exhibit "B" attached hereto and incorporated herein by this reference (referred to herein as the "Property" or the "Recreation Amenity").

17. The Farmington Crossing on Spring Creek Pond Properties and the Farmington East Property are adjoining developments (collectively "Farmington Crossing on Spring Creek Pond and Farmington Crossing East Properties").

18. The Farmington Crossing on Spring Creek Pond and Farmington Crossing East Properties will share the use of the Recreation Amenity.

^{2 2} Owned by the Farmington Crossing Spring Creek Pond Homeowners Association or in common by the Lot and/or Unit owners at Farmington Crossing Spring Creek Pond, subject to the Recreation Amenity Declaration.

^{3 3} Owned by the Farmington Crossing East Homeowners Association or by Farmington East, LC (or its assign), subject to the Recreation Amenity Declaration.

19. The Recreation Amenity comprises areas of unique and distinctive terrain and improvements.

20. By subjecting the Recreation Amenity to this Recreation Amenity Declaration, it is the desire, intent, and purpose of Declarant to create recreational amenities and facilities, and shared common elements in which the beauty, enjoyment, and utility of the Property (and the Farmington Crossing on Spring Creek Pond and Farmington Crossing East Properties) shall be substantially enhanced, which will improve the desirability of living at the Farmington Crossing on Spring Creek Pond and Farmington Crossing East Properties, facilitate management and administration efficiency, better control costs, and create an economy of scale, and, thereby, increase and preserve the utility, attractiveness, quality, economy, efficiency, and value of the lands and improvements therein.

21. Declarant has constructed or is in the process of constructing certain improvements upon the Property described with particularity on Exhibit "B", including by way of illustration but not limitation the Community Center (Recreation Amenity No. 1), the Splash Park (Recreation Amenity No. 2), and Lot 76-1 on the Plat (Recreation Amenity No. 3).

22. Declarant intends to sell, or is in the process of selling, to various purchasers the fee title to the individual Lots or Units at the Farmington Crossing on Spring Creek Pond and Farmington Crossing East Properties, together with an appurtenant reciprocal non-exclusive easement of access to and use of the Recreation Amenity.

23. Declarant desires, by filing this Recreation Amenity Declaration to submit the Property and all improvements now or hereafter constructed thereon to the equitable servitudes, cross and reciprocal easements, and protective covenants, conditions, and restrictions set forth herein, and covenant to share costs.

24. The undersigned hereby certify that the undersigned owns or is the managing agent of the Property, and that this Recreation Amenity Declaration has been approved and accepted by the Farmington Crossing on Spring Creek Pond Homeowners Association and Farmington Crossing East Homeowners Association, and that all of the requirements to establish this cross easement or reciprocal use easement and covenant to share costs have been satisfied.

COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions, and restrictions set forth below, Declarant hereby makes the following Declaration:

I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

1.1 **Additional Charges** shall mean and refer cumulatively to all collection costs, administrative costs, attorneys fees, late fees, accruing interest, service fees, filing fees,

recordation fees, and other related expenditures incurred or charged by the Recreation Amenity Association.

1.2 **Articles of Incorporation** shall mean and refer to the Articles of Incorporation of Farmington Crossing Recreation Amenity Association on file or to be filed with the State of Utah.

1.3 **Assessment** shall mean and refer to any amount imposed upon, assessed or charged a Member of the Recreation Amenity Association.

1.4 **Association** shall mean and refer to the Farmington Crossing on Spring Creek Pond Association and Farmington Crossing East Homeowners Association taken or acting as a group in accordance with the Recreation Amenity Declaration.⁴

1.5 **Building** shall mean and refer to any of the structures constructed in the Project.

1.6 **City** shall mean and refer to Farmington City.

1.7 **Common Area** shall mean and refer to all real property in the Project designated as such in the Final Plat, including any Limited Common Areas land is designated as such in the Final Plat; all portions of the Project not specifically included within the individual Lots or Units; and all other parts of the Project, including utilities, normally in common use or necessary or convenient for the common benefit of all of the residents. Provided, however, utility installations such as telephone, electricity, gas, water, and sewer may be dedicated to the City and, if so, this definition shall not be construed to allow the Association to exclude the City from the ownership and control of the utility systems so dedicated.

1.8 **Easement Area** shall mean and refer to the real property subject to and burdened by the Recreation Amenity Declaration described with particularity on Exhibit "A".

1.9 **Eligible Insurer** shall mean and refer to an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Recreation Amenity Association in accordance with this Recreation Amenity Declaration.

1.10 **Eligible Mortgagee** shall mean and refer to a mortgagee, beneficiary under a trust deed or lender who has requested notice in writing of certain matters from the Recreation Amenity Association in accordance with this Recreation Amenity Declaration.

1.11 **Farmington Crossing East** shall collectively and severally refer to the following items as the context requires:

1.11.1 **Farmington Crossing East Homeowners Association**, which shall mean and refer to the Farmington Crossing East Homeowners Association, a Utah nonprofit

⁴ The Association is known as the Farmington Crossing Recreation Amenity Association.

corporation consisting of all of the Unit Owners in the Farmington Crossing East Neighborhood acting as a group.

1.11.2 **Farmington Crossing East Declaration**, which shall mean and refer to that certain Declaration of Covenants, Conditions, and Restrictions, and Reservations of Easements, and Bylaws for Farmington Crossing North Phase 5, recorded in the Office of the County Recorder of Davis County, Utah, and as it may be supplemented or amended.

1.11.3 **Farmington Crossing East Neighborhood**, which shall mean and refer to all of the real property comprising (as shown on the Plat) Farmington Crossing North Phase 5, as more particularly described on Exhibit "A-2".

1.11.4 **Farmington Crossing East Owners**, which shall mean and refer to the Owner of Lots or Units at Farmington Crossing East, as further described in the Farmington Crossing East Declaration.

1.11.5 **Farmington Crossing East Permittees**, which shall mean and refer to all of the renters, visitors, guests, invitees, family members, contractors, licenses, successors, and assigns of each Owner at Farmington Crossing East.

1.11.6 **Farmington Crossing East Plats**, which shall mean and refer to those certain plats of Farmington Crossing North Phase 5 which have been or will be recorded in the Office of the County Recorder of Davis County, Utah.

1.12 **Farmington Crossing on Spring Creek Pond** shall collectively and severally refer to the following items as the context requires:

1.12.1 **Farmington Crossing on Spring Creek Pond Homeowners Association**, which shall mean and refer to the Farmington Crossing on Spring Creek Pond Homeowners Association, a Utah nonprofit corporation consisting of all of the Owners in the Farmington Crossing on Spring Creek Pond Neighborhood acting as a group.

1.12.2 **Farmington Crossing on Spring Creek Pond Declaration**, which shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions for Farmington Crossing on Spring Creek Pond At Farmington Crossing on Spring Creek Pond on Spring Creek Pond, a Utah planned unit development, as amended and supplemented in the First through Seventh Supplements, inclusive, recorded in the Office of the County Recorder of Davis County, Utah.

1.12.3 **Farmington Crossing on Spring Creek Pond Neighborhood**, which shall mean and refer to all of the Lots or Units and the Common Area comprising Farmington Crossing on Spring Creek Pond, as are particularly described on Exhibit "A," excluding Farmington Crossing on Spring Creek Pond East.

1.12.4 **Farmington Crossing on Spring Creek Pond Owners**, which shall mean and refer to the Owner(s) of Lot(s) at Farmington Crossing on Spring Creek Pond (excluding

Farmington Crossing on Spring Creek Pond East), as further described in the Farmington Crossing on Spring Creek Pond Declaration.

1.12.5 **Farmington Crossing on Spring Creek Pond Permittees**, which shall mean and refer to all of the renters, visitors, guests, invitees, family members, contractors, licenses, successors, and assigns of each Owner of a Lot at Farmington Crossing on Spring Creek Pond.

1.12.6 **Farmington Crossing on Spring Creek Pond Plats**, which shall mean and refer to those certain subdivision plats of Farmington Crossing on Spring Creek Pond which have been or will be recorded in the Office of the County Recorder of Davis County, Utah.

1.13 **Final Plat** shall mean and refer to the final recorded plat map of the Farmington Crossing North Phase 5 Property (as it may be amended or supplemented from time to time) on file in the office of the County Recorder of Davis County, Utah.

1.14 **Lot** shall mean and refer to a subdivision Lot as designated on the Final Plat, a separate physical part of the Property intended for independent use. Mechanical equipment and appurtenances located within any one Lot, or located without said Lot but designated and designed to serve only that Lot, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Lot; so shall all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows, window units and window frames, doors, door units and door frames, trim, carpeting, tile, linoleum and so forth. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Lot or serving only the Lot, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Lot, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Building within which the Lot is located shall be deemed to be part of the Lot.

1.15 **Lot Number** shall mean and refer to the number, letter or combination thereof designating a particular Lot on the Final Plat.

1.16 **Member** shall mean and refer to either the Farmington Crossing on Spring Creek Pond Homeowners Association or the Farmington Crossing East Homeowners Association, the Members of the Association.

1.17 **Mortgagee** shall mean and refer to any creditor or lender in a mortgage agreement, including a deed of trust or other security instrument.

1.18 **Neighborhood** shall mean and refer to either the Farmington Crossing on Spring Creek Pond residential development or the Farmington Crossing East residential development.

1.19 **Owner** shall mean and refer to the Person who is the owner as shown of record in the office of the County Recorder of Davis County, Utah of a fee or an undivided fee interest in a Lot or Unit. The term Owner does not mean or include a mortgagee or a beneficiary or trustee

under a deed of trust unless and until such party has acquired title pursuant to foreclosure, exercise of power of sale, or any arrangement or proceeding in lieu thereof.

1.20 **Recreation Amenity** shall mean and refer to the land and improvements located in the Easement Area, to wit: Community Center (Recreation Amenity No. 1), the Splash Park (Recreation Amenity No. 2), and Lot 76-1 on the Plat (Recreation Amenity No. 3).

1.21 **Recreation Amenity Assessment** shall mean and refer to the assessment charged by the Recreation Amenity Association to its Members.

1.23 **Recreation Amenity Association** shall mean and refer to Farmington Crossing on Spring Pond Homeowners Association and Farmington Crossing East Homeowners Association acting or taken as a group in accordance with this Recreation Amenity Declaration.

1.24 **Recreation Amenity Declaration** shall mean and refer to this Recreation Amenity Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Farmington Crossing on Spring Pond and Farmington Crossing East.

1.25 **Recreation Amenity Expense** shall mean and refer to the common expenses of maintaining, repairing and replacing the Recreation Amenity, and administering the Recreation Amenity Association.

1.26 **Unit** shall mean and refer to a separate physical part of the Property intended for independent use, including one or more rooms or spaces located in one or more floors or part or parts of floors in a Building. Mechanical equipment and appurtenances located within any one Unit, or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Unit; so shall all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows, window units and window frames, doors, door units and door frames, trim, carpeting, tile, linoleum and so forth. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Unit or serving only the Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Building within which the Unit is located shall be deemed to be part of the Unit.

1.27 **Unit Number** shall mean and refer to the number, letter or combination thereof designating a particular Unit on the Final Plat.

II. ASSOCIATION

2.1 **Association.** The Association shall have corporate status. If the corporate status of the Association is terminated or dissolved without possibility of reinstatement under Title 16,

Chapter 6a, Utah Revised Nonprofit Corporation Act (as it may be amended or supplemented), then the Association may be re-incorporated by the acting Directors of the Association re-filing Articles of Incorporation that are substantially similar to the Articles of Incorporation, as amended, in existence at the time of termination or dissolution. Upon the Association's re-incorporation, the Board of Directors shall re-adopt Bylaws for the Association that are the same as the Bylaws that were in existence at the time of termination or dissolution. The Members of the Association at the time of termination or dissolution shall be the Members of the re-incorporated Association.

2.2 **Membership in the Association.** The two (2) Members of the Recreation Amenity Association are the Farmington Crossing on Spring Creek Pond Homeowners Association and the Farmington Crossing East Homeowners Association.

2.3 **Board of Directors.** The governing board of the Association shall consist of the Board of Directors of the Farmington Crossing on Spring Creek Pond Homeowners Association and the Board of Directors of the Farmington Crossing East Homeowners Association, which must be equal in number. In addition, there shall be one (1) Director at-large. The Director at-large shall only vote in the event of a tie. The Director at-large shall be appointed to serve annually. The chair person of the Board of Directors shall alternate annually: During even years it shall be the President of the Farmington Crossing on Spring Creek Pond Homeowners Association and during odd years it shall be the President of the Farmington Creek East Homeowners Association. The Association whose President is not serving as the Chair Person shall appoint the Director at-large.

2.4 **Assignment or Transfer.** Membership in the Recreation Amenity Association may not be assigned, transferred, pledged, or alienated in any way from its Neighborhood, and any attempt to do so shall be voidable by the Recreation Amenity Association.

III. VOTING

3.1 **Voting.** Each Director shall have one (1) vote.

3.2 **With or Without a Meeting.** Voting may occur at a meeting or without a meeting.

IV. EASEMENTS

4.1 **Grant of Easements.** Declarant hereby grants to the Recreation Amenity Association, its successors and assigns, a non-exclusive, perpetual, right-of-way and easement to, from, over, under, across and through the Recreation Amenity and Easement Area, together with and including the right to access, use, operate, maintain, repair, and replace such Recreation Amenity.

4.2 **Common Use of Easement.** The non-exclusive easement created hereby and the Easement Area are to be used in common by each Neighborhood and its individual Owners

(including any tenants of an Owner), subject to all of the terms, covenants, conditions, and restrictions set forth herein as well as any and all of the rules adopted by the Association.

4.3 **Private Easement.** The easement created hereby and the Easement Area are intended to be used as a private non-exclusive easement for the use and benefit of each Neighborhood and its individual Owners (and their tenants), and not for the general public.

V. INSURANCE

5.1 **Liability Insurance.** The Recreation Amenity Association shall at all times maintain or cause to be maintained continuously in force public liability and property damage insurance providing coverage against personal injury, death, and property damage occurring on or about, or by reason of activities in, on or about the Recreation Amenity.

5.2 **Insurance Company.** The insurance shall be carried with a responsible company or companies licensed in the State of Utah.

5.3 **Amount of Insurance Coverage.** The limits of such liability policy shall be a combined single limit of not less than \$2,000,000.00 per occurrence and \$1,000,000.00 per person for bodily injury, death and property damage.

5.4 **Name Association as Insured.** Such liability insurance policy shall name the Recreation Amenity Association as the insured.

5.5 **Notice of Material Change or Cancellation.** Such policy of liability insurance shall give the Recreation Amenity Association not less than thirty (30) days prior written notice of any material change or cancellation of such insurance policies.

VI. MAINTENANCE

6.1 **Operation and Maintenance.** The Recreation Amenity Association shall have the power, authority, right, and duty to operate, maintain and keep in a state of good condition and repair, and replace the Recreation Amenity, and in so doing, the Recreation Amenity Association shall repair any damage it may cause to the property of any Neighborhood, and restore the property to its original condition, reasonable wear and tear excepted.

6.2 **Grant of Authority.** Declarant and the Members hereby authorize the Recreation Amenity Association to:

- a. Incur Recreation Amenity Expenses;
- b. Charge Assessments to the Members;
- c. Enter into contracts relating to the management, operation, maintenance, repair and replacement of the Recreation Amenity;

- d. Collect and deposit Assessments from the Members, and disburse common funds;
- e. Pay Recreation Amenity Expenses; and
- f. Take such further actions as may be reasonably necessary to perform its duties hereunder.

6.3 **Payment for Goods and Services.** All goods and services procured by the Recreation Amenity Association in performing its duties hereunder shall be paid for with common funds.

VII. ASSESSMENTS

7.1 **Assessments.** Each Member shall pay to the Recreation Amenity Association its share of the Recreation Amenity Expenses. The share of each Member shall be calculated as follows. The Recreation Amenity Expenses shall be divided into equal shares, one share for each of the total number of Lots and Units located in Farmington Crossing on Spring Creek Pond and Farmington Crossing East. The Farmington Crossing on Spring Creek Pond Homeowners Association shall pay a sum equal to one share multiplied by the number of Lots or Units in Farmington Crossing on Spring Creek Pond and the Farmington East Homeowners Association shall pay a sum equal to one share multiplied by the number of Lots and Units in Farmington Crossing East.

7.2 **Personal Obligation.** Each Association (and each individual Lot Owner by virtue of his acceptance of a deed or other document of conveyance to a Lot) is considered to covenant and agree to pay to the Association its (or his or her) share of the Recreation Amenity Expenses and all Assessments.

7.3 **Computation of Assessments.** The Recreation Amenity Association shall base the annual Assessments upon budgeted estimates of the Recreation Amenity Expenses, and amounts required to establish an adequate reserve.

7.4 **Budget.** The Recreation Amenity Association shall prepare and furnish to each Member an operating budget for the coming calendar year at least thirty (30) days prior to the beginning of each fiscal year. The Members are responsible to furnish a copy of the operating budget to the individual Owners within their respective Neighborhoods.

7.5 **Books and Records.** The Recreation Amenity Association shall (a) keep books and records in accordance with generally accepted accounting practices, and (b) prepare monthly billing statements and/or ledgers for each Member detailing its share of the Recreation Amenity Expenses, and any other charges. Copies shall be made available to the Members and/or Owners and any Mortgagee within fourteen (14) days of receipt of a written request made in good faith and for a legitimate purpose.

7.6 **Payment.** All Assessments and each Member's share of the Recreation Amenity Expenses shall be payable in twelve (12) equal monthly installments. Monthly invoices for each Member will be prepared by the Recreation Amenity Association or its designee. Payment of the Assessments must be made within thirty (30) days from the date the invoice is delivered to the Member. A late fee in an amount to be determined by the Board of Directors may be assessed on all payments received more than ten (10) days after the due date. Default interest at the rate to be determined by the Board of Directors may be charged on the outstanding balance on all delinquent accounts.

7.7 **Reserves.** The Recreation Amenity Association shall establish and fund a reasonable reserve account or accounts for unforeseen operating expenses, major repairs, and capital improvements. In the event the reserve account falls below an amount considered acceptable by the Directors, then, in its sole discretion and without any additional approval required, the Recreation Amenity Association may restore or replenish the account by an equitable increase in the monthly Assessment, a special Assessment, or any combination.

7.8 **Reserve Analysis.** The Board of Directors shall at least every five (5) years create a reserve study. The Board of Directors shall update the reserve study every two (2) years. The reserve study shall list each major asset and physical improvement in the Recreation Amenity, as well as its expected useful life, the present cost of replacement, the estimated cost to replace the item at the end of its useful life, the percentage and amount of each Assessment designated for the reserve account to replace the item at the end of its useful life, and the amount of money currently set aside in the reserve account for the replacement of the item.

7.9 **Copy of Reserve Analysis or Update.** The Board of Directors shall make the reserve analysis available to the Members, who shall make it available to the individual Owners and any Mortgagee at their respective annual meetings.

7.10 **Lien.** If a Member fails to make payment of any Assessment or its share of the Recreation Amenity Expenses or if an individual Owner fails or refuses to make payment of his share of the Recreation Amenity Expenses, when due, that amount shall constitute a lien on the interest of the Member and/or Owner in (a) the Property, (b) the respective Neighborhood, and/or (c) his Lot, and upon the recording of notice of lien by the Recreation Amenity Association, Board of Directors or its designee it is a lien upon the Member's and/or Owner's interest in the said property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the property in favor of any assessing unit or special improvement district; (2) encumbrances on the interest of the Member and/or Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances; and (3) any liens such as a mortgage lien, deed of trust, assignment of leases, or similar security instruments securing a loan from an institutional lender.

7.11 **Remedies.** If any Assessment remains unpaid, the Recreation Amenity Association or its designee may institute suit to (a) collect the amounts due, (b) foreclose the lien, and/or (c) pursue any other remedy allowed by law or equity.

7.12 **No Waiver.** No Member or Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including but not limited to the non-use of the Recreation Amenity or the abandonment of his Lot.

7.13 **Duty to Pay Independent.** No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Recreation Amenity Association or Board of Directors to take some action or perform some function required to be taken or performed by the Recreation Amenity Association or Board of Directors under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Recreation Amenity Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Member and Owner.

7.14 **Foreclosure of Lien as Mortgage or Trust Deed.** The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Member's and/or Owner's interest therein by the Recreation Amenity Association or its designee. Both judicial and non-judicial foreclosures are permitted. The sale or foreclosure shall be conducted in the same manner as judicial or non-judicial foreclosures in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's fees, and a reasonable rental for the Lot or Unit during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security.

Provided, however, the Board may bid for the property at foreclosure or other sale and hold, lease, mortgage, or convey the same. At least thirty (30) calendar days before initiating a non-judicial foreclosure, the Association shall provide written notice to the Owner of the Lot by certified mail (return receipt requested) that it intends to foreclose the lien non-judicially.⁵

⁵ **NOTICE OF NON-JUDICIAL FORECLOSURE AND RIGHT TO DEMAND JUDICIAL FORECLOSURE**

The (insert the name of the Association), the Association for the project in which your lot is located, intends to foreclose upon your lot and allocated interest in the Common Areas using a procedure that will not require it to file a lawsuit or involve a court. This procedure is being followed in order to enforce the Association's lien against your lot and to collect the amount of an unpaid assessment against your lot, together with any applicable late fees and the costs, including attorney fees, associated with the foreclosure proceeding. Alternatively, you have the right to demand that a foreclosure of your property be conducted in a lawsuit with the oversight of a judge. If you make this demand and the Association prevails in the lawsuit, the costs and attorney fees associated with the lawsuit will likely be significantly higher than if a lawsuit were not required, and you may be responsible for paying those costs and attorney fees. If you want to make this demand, you must state in writing that 'I

All such Assessment liens are junior and subordinate to any and all mortgage liens, deeds of trust, assignments of leases, or similar security instruments securing a loan from an institutional lender and the foreclosure of an Assessment lien will not affect or impair such liens or the priority of such liens.

7.15 Discontinuance of Common Utility Service and/or Suspension of Right to Access or Use Recreation Amenity. If a Member and/or Owner fails or refuses to pay an Assessment when due, the Recreation Amenity Association or its designee may, after giving notice and an opportunity to be heard as provided for below, terminate the Member's and/or Owner's right to receive utility services paid as a Common Expense and/or of access to and use of the Recreation Amenity. Before terminating utility services or the right of access to and use of the Recreation Amenity, the Manager or Board of Directors shall give written notice to the Member and/or Owner. The notice shall inform the Member and/or Owner: (i) that utility service or right of access to and use of the Recreation Amenity will be terminated if payment of the Assessment is not received within thirty (30) days; (ii) of the amount of the Assessment due, including any interest or late payment fee; and (iii) of the right to request a hearing. A Member and/or Owner who is given notice may request an informal hearing to dispute the Assessment by submitting a written request to the Manager or Board of Directors within fourteen (14) days after the date on which the Member and/or Owner receives the notice. The hearing shall be conducted by the Board of Directors. If a hearing is requested, utility services or the right of access to and use of the Recreation Amenity may not be terminated until after the hearing has been conducted and a final decision has been entered. Upon payment of the Assessment due, including any interest or late payment fee, the Manager or Board of Directors shall immediately take action to reinstate the terminated utility services and right of access to and use of the Recreational Amenity. Anything to the contrary notwithstanding, the right to discontinue or suspend common utility services and/or the right to access or use the Recreation Amenity may not be exercised against or enforced upon any property, Building, Unit, Lot, or structure benefitted by this Recreation Amenity Declaration and encumbered by a mortgage, trust deed, assignment of leases or other security instrument of an institutional lender.

7.18 Rents. If an Owner who is renting his or her Lot or Unit fails to pay any assessment for a period of more than sixty (60) days after it is due and payable, the Board of Directors or its designee may demand the renter to pay to the Recreation Amenity Association all future rent payments due the Owner, commencing with the next monthly or other periodic payment, until the amount due to the Recreation Amenity Association is paid. The Manager or Board of Directors must give the Owner written notice of its intent to demand full payment from the renter. Anything to the contrary notwithstanding, the right to demand or collect rents provided hereunder shall not be exercised against or enforced upon a Building Unit or Lot encumbered by the mortgage, trust deed, assignment of leases or other security instrument of an

demand a judicial foreclosure proceeding upon my lot,¹ or words substantially to that effect. You must send this written demand by first class and certified U.S. mail, return receipt requested, within fifteen (15) days after the date of the postmark on the envelope in which this notice was mailed to you. The address to which you must mail your demand is [insert the Association's address for receipt of a demand].

institutional lender because it is the intent of the Declarant that any mortgage, trust deed, assignment of lease or other security instrument pledged by the borrower as collateral to any institutional lender shall have priority to demand and collect rents.

7.19 **Mortgagee's Rights.** Any first mortgagee, grantee or purchaser who obtains title to a Lot or Unit pursuant to the remedies in the mortgage or trust deed or through foreclosure, including by way of illustration but not limitation, a trustee's deed or deed in lieu of foreclosure, will not be liable for any unpaid regularly budgeted or special Assessments, dues or charges which accrued before acquisition of the title to the Lot or Unit by said first mortgagee, grantee or purchaser. All other grantees who obtain title to a Lot or Unit in a voluntary conveyance or pursuant to the remedies in a second mortgage or trust deed or through foreclosure of a second mortgage or trust deed shall be jointly and severally liable with the trustor or mortgagor for all unpaid assessments, regular and/or special, dues, charges, late fees, default interest and collection costs, including a reasonable attorneys fee, against the Lot or Unit, and for its share of the Recreation Amenity Expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the trustor or mortgagor the amounts paid by the grantee.

VIII. MISCELLANEOUS

8.1 **Covenants to Run with Land.** This Declaration and all of the covenants, provisions, and requirements hereof are intended to be and shall constitute covenants running with the land or equitable servitudes, and shall be binding upon and shall inure to the benefit of the parties to this Declaration and the Members and Owners, as well as their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. This Declaration and all of the covenants, provisions, and requirements hereof shall be binding upon each Member and Owner. Each Member (and Owner by virtue of his acceptance of a deed or other document of conveyance to a Lot or Unit) hereby consents and agrees to be subject to and bound by this Recreation Amenity Declaration, and all of the covenants, conditions, restrictions, provisions, and requirements hereof.

8.2 **Amendment.** Until the expiration of seven (7) years from the date of recordation of this Declaration in the office of the Davis County Recorder ("Declarant's Period of Control"), this document may be modified unilaterally by the Declarant by filing for record in the office of the Davis County Recorder a written instrument amending the Declaration signed by Declarant, and acknowledged.: No other approval shall be required. Thereafter, this document may only be amended with the unanimous consent of each Member expressed in a written instrument duly recorded.

8.3 **Partial Invalidity.** The invalidity or unenforceability of any portion of the Declaration shall not affect the validity or enforceability of the remainder hereof, and if any provision of this Declaration or the application thereof to any party to this Declaration, or circumstance should to any extent be invalid, the remainder of this Declaration or the application of such provision to any party to this Declaration, or circumstances other than those as to which a holding of invalidity is reached shall not be effected thereby (unless necessarily conditioned or dependent upon the provisions or circumstances as to which a holding of invalidity is reached),

and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

8.4 Effective Dates and Duration. This Declaration and all of the provisions hereof (except any provisions which by their terms may cease to be effective at an earlier time) shall remain effective until this Declaration is terminated and extinguished by a written Termination of Declaration filed with the Davis County Recorder, and executed by all of the parties hereto.

8.5 Dispute Resolution. Any controversy or claim between or among the parties to this Declaration, including but not limited to those arising out of or relating to this Declaration or any agreements or instruments relating hereto or delivered in connection herewith, and including but not limited to a claim based on or arising from an alleged tort, shall at the request of the Recreation Amenity Association or any Member be formally mediated and if such mediation fails to resolve the dispute, then with the unanimous consent of all of the parties hereto this dispute may be submitted to binding arbitration or the matter may be resolved judicially. If the parties decide to arbitrate or mediate and are unable to agree upon a Mediator or Arbitrator, then one shall be designated by a representative of the Utah State Bar Association.

8.6 Captions. The captions or headings which precede the paragraphs of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed.

8.7 Construction. Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders.

8.8 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

8.9 Enforcement and Attorneys Fees. In the event of a material violation of this Declaration, the Manager, Board of Directors or an aggrieved Member may bring an action for injunctive relief and/or damages. If this Declaration is referred to an attorney for interpretation or enforcement, the prevailing party shall be entitled to recover his reasonable attorneys' fees and costs, regardless of whether arbitration is commenced or a lawsuit is filed.

8.10 Registered Agent. The initial registered agent of the Recreation Amenity Association is Bryson D. Garbett. The initial registered office of the Recreation Amenity Association is at 273 North East Capitol Street, Salt Lake City, Utah 84103.

8.11 Professional Manager. The Recreation Amenity Association must be managed either (a) by the Declarant or one of Declarant's employees, agents, representatives, designees or affiliates or (b) a professional property manager or management company selected by the Board of Directors (the "Manager"), anything to the contrary notwithstanding. This section may not be changed without the prior express written consent of Declarant, all Owners at Farmington Crossing on Spring Creek Pond and Farmington Crossing East, all Mortgagees at Farmington

Crossing on Spring Creek Pond and Farmington Crossing East, and all Members of the Recreation Amenity Association.

8.12 **Mortgagee Protection.** Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall (a) invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value; or (b) partition or separate the mortgage or deed of trust from the Lot or Unit and its appurtenant membership in its Neighborhood Association and the non-exclusive right to access and use the Recreation Amenity.

8.12.1 The consent of at least sixty-seven percent (67%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project or to amend any material provision of this Recreation Amenity Declaration or the Final Plat.

8.12.2 If an Owner of a Lot located within Farmington Crossing at Farmington Crossing on Spring Creek Pond or a Unit located within Farmington Crossing East at Farmington Crossing on Spring Creek Pond secured by a mortgage or a deed of trust, and the Owner defaults on his or her mortgage or deed of trust, and the Mortgagee obtains title to the Lot or Unit by foreclosure or a deed in lieu of foreclosure or other similar document of conveyance, then, the Mortgagee shall be assigned hereby all of the right, title and interest of the Owner, Lot or Unit (collectively "Borrower") in and to the Recreation Amenity, unless the Mortgagee records in the Office of the Davis County Recorder a written "Notice of Rejection of Assignment of Rights of Borrower".

8.13 **Encroachments.** If any portion of Recreation Amenity or a Lot or Building encroaches or comes to encroach upon other Common Area or a Lot or a Building as a result of construction, reconstruction, repair, shifting, settling, or movement, an easement for such encroachment is created hereby and shall exist so long as such encroachment exists.

IX. TERMINATION

9. **Transfer of Control and Maintenance of the Recreation Amenity upon Dissolution of the Recreation Amenity Association.** In the event of the dissolution of the Recreation Amenity Association, or any of the Members, the operation, control and maintenance of the Recreation Amenity shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each Owner of a Unit or Lot within a Neighborhood shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Recreation Amenity and improvements on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth herein. To the extent the foregoing is not possible, the Recreation Amenity shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to the Owners as renters in common.

X. DURATION

10. **Term.** This Declaration shall continue for a term of twenty (20) years from its date of recordation in the office of the Davis County Recorder. Thereafter, this Declaration shall

be automatically extended for successive periods of ten (10) years unless or until the Members unanimously and 67% of the Eligible Mortgagees pursuant to Section 8.12.1 of this Declaration determine to terminate this Declaration.

April IN WITNESS WHEREOF, Declarant has executed this instrument the 27 day of _____, 2012.

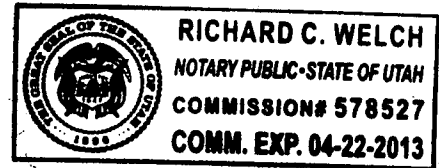
DECLARANT:
FARMINGTON DEVELOPMENT CORPORATION
a Utah corporation

BY: [Signature]
Bryson Garbett, President

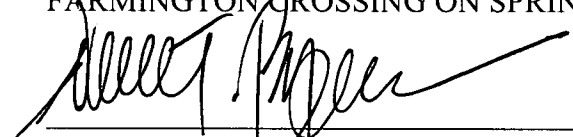
STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 27 day of April, 2012, personally appeared before me Bryson Garbett, who by me being duly sworn, did say that he is the President of FARMINGTON DEVELOPMENT CORPORATION, a Utah corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its Articles of Incorporation and a Resolution of its Board of Directors, and Bryson Garbett duly acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC




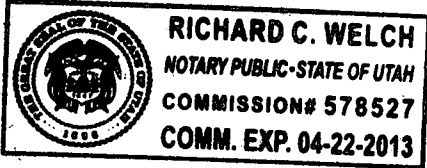
AGREED TO AND ACKNOWLEDGED BY THE MEMBERS:
FARMINGTON CROSSING ON SPRING CREEK POND HOMEOWNERS ASSOCIATION


By: Noel T. Ballstaedt
Its: President

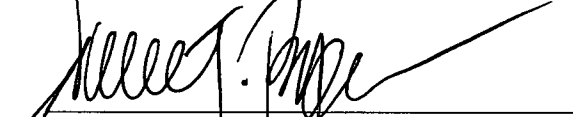
STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 27 day of April, 2011 personally appeared before me Noel T. Ballstaedt, who by me being duly sworn, did say that he is the President of FARMINGTON CROSSING ON SPRING CREEK POND HOMEOWNERS ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its board of directors or its Articles of Incorporation, and duly acknowledged to me that said Association executed the same.


NOTARY PUBLIC



FARMINGTON CROSSING EAST HOMEOWNERS ASSOCIATION


By: Noel T. Ballstaedt
Its: President

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

On the 27 day of April, 2011 personally appeared before me Noel T. Ballstaedt, who by me being duly sworn, did say that he is the President of FARMINGTON CROSSING EAST HOMEOWNERS ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its board of directors or its Articles of Incorporation, and duly acknowledged to me that said Association executed the same.


NOTARY PUBLIC

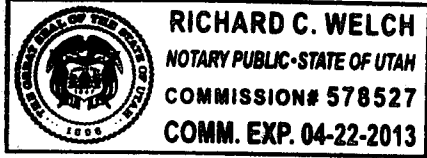


EXHIBIT "A-1"

**LEGAL DESCRIPTION FOR
FARMINGTON CROSSING PROPERTIES**

The Land described in the foregoing document as the Farmington Crossing Properties is located in Davis County, Utah and is described more particularly as follows:

All Lots within **FARMINGTON CROSSING ON SPRING CREEK POND, PHASE 1, PHASE 2, and PHASE 3**, according to the official plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

All Lots within **FARMINGTON CROSSING SOUTH, PHASE 1 and PHASE 2**, a Planned Unit Development, according to the official plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

All Lots within **FARMINGTON CROSSING NORTH, PHASE 1, PHASE 3 and PHASE 4**, a Planned Unit Development, according to the official plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

08-360-0001 → 0046

08-365-0001 → 0071

08-366-0001 → 0057

08-468-0001 → 0039

08-392-0001 → 0100

08-466-0001 → 0008

08-433-0001 → 0066

0105 → 0145, 0147

08-474-0001 → 0015

EXHIBIT "A-2"

**LEGAL DESCRIPTION FOR
FARMINGTON CROSSING EAST**

The Land described in the foregoing document as Farmington Crossing East is located in Davis County, Utah and is described more particularly as follows:

All Lots within **FARMINGTON CROSSING NORTH, PHASE 5**, a Planned Unit Development, according to the official plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

08-494-0001 → 0087

EXHIBIT "B"

**LEGAL DESCRIPTION FOR
RECREATION AMENITY AND EASEMENT AREA**

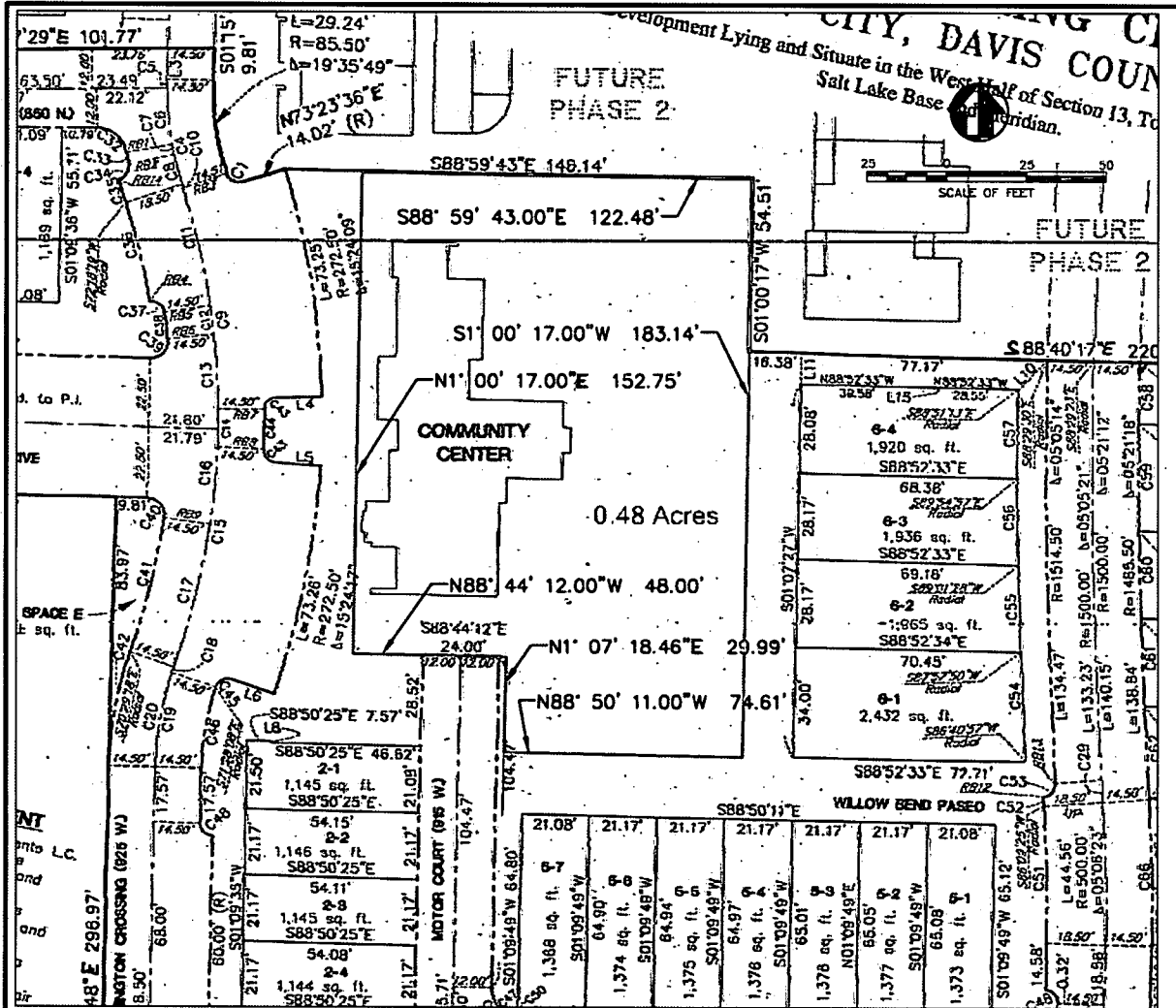
The Land described in the foregoing document as the Recreation Amenity is located in Davis County, Utah and is described more particularly as follows:

Community Center—Recreation Amenity No. 1

A parcel of land lying and situate in the West Half of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, Utah. Comprising 0.48 acres out of the Common Area of the Farmington Crossing on Spring Creek Pond, Phase 1 Subdivision, a Planned Unit Development, recorded May 6, 2005 as Entry number 2071659, in Book 3783, at Page 750 of the Davis County Records. Basis of Bearing for subject parcel being South 00°12'06" East 2642.87 feet (measured) 2642.96 (per Record of Survey) between the Davis County brass cap monument monumentalizing the Northwest corner of said Section 13 and the Davis County rebar and cap monumentalizing the West Quarter Corner of said Section 13. Subject Parcel being more particularly described as follows:

Commencing at the Northwest Corner of said Section 13, thence South 00°12'06" East 2087.66 feet coincident with the West line of the Northwest Quarter of said Section 13; thence East 835.24 feet to a point on the easterly right of way line of Shepard Creek Parkway; Thence coincident with said easterly right of way line the following three (3) courses, (1) Southerly 31.02 feet coincident with the arc of a 332.50 foot radius curve to the right (center bears South 85° 46'25" West) through a central angle of 05°20'45"; (2) South 01°07'05" West 568.99 feet to a point of curvature; (3) Southeasterly 44.16 feet coincident with the arc of a 50.00 foot radius curve to the left (center bears South 88° 53'00 East) through a central angle of a 50° 36'19" to a point on the North boundary of the said Farmington Crossing on Spring Creek Pond, Phase 1 Subdivision Boundary; Thence the following eleven (11) courses coincident with said North Boundary, (1) North 56° 33'55" East 66.08 feet; (2) North 52° 23'55" East 6.05 feet along a radial line to a point on the arc of a 32.00 foot radius curve; (3) Northerly 21.71 feet coincident with the arc of said 32.00 foot radius curve to the right through a central angle of 38° 51'53" to a point on a radial line; (4) South 88° 44'12" East 24.00 feet along said radial line to a point on the arc of a 8.00 foot radius curve; (5) easterly 12.77 feet coincident with the arc of said 8.00 foot radius curve to the left through a central angle of 91° 28'19" to a point of tangency; (6) North 89° 47'29" East 101.77 feet; (7) South 01° 15'48" West 9.81 feet to a point of curvature; (8) Southeasterly 29.24 feet coincident with the arc of a 85.50 foot radius curve to the left (center bears South 88° 44'12" East) through a central angle of 19° 35'49" to a point of compound curvature; (9) Easterly 6.16 feet coincident with the arc of a 4.00 foot radius curve to the left (center bears North 71° 39'59" East) through a central angle of 88° 16'23" to a point of tangency; (10) North 73° 23'36" East 14.02 feet; (11) South 88° 59'43" East 23.66 feet to the TRUE POINT OF BEGINNING

Thence continuing along the said subdivision boundary South 88° 59'43" East 122.48 feet; thence South 01° 00'17" West 183.14 feet; thence North 88° 50'11" West 74.61 feet; thence North 01° 07'18" East 29.99 feet; thence North 88° 44'12" West 48.00 feet; thence North 01° 00'17" East 152.75 feet to the point of beginning.



A parcel of land lying and situate in the West Half of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, Utah. Comprising 0.48 acres out of the Common Area of the Farmington Crossing on Spring Creek Pond, Phase 1 Subdivision, a Planned Unit Development, recorded May 6, 2005 as Entry number 2071659, in Book 3783, at Page 750 of the Davis County Records. Basis of Bearing for subject parcel being South 00°12'06\"/>

Commencing at the Northwest Corner of said Section 13, thence South 00°12'06\"/>

Thence continuing along the said subdivision boundary South 88°59'43\"/>

PLOTTED DATE: Wednesday, 18 May 2011 - 12:23pm



TWIN PEAKS
Engineering & Land Surveying
2284 NORTH 1450 EAST LEMHI, UTAH 84043
(801) 450-3511, (801) 439-0700 FAX

COMMUNITY CENTER AREA
FARMINGTON CROSSING

SHEET NO.

SCALE: 1" = 50'

SPLASH PAD—RECREATION AMENITY NO. 2

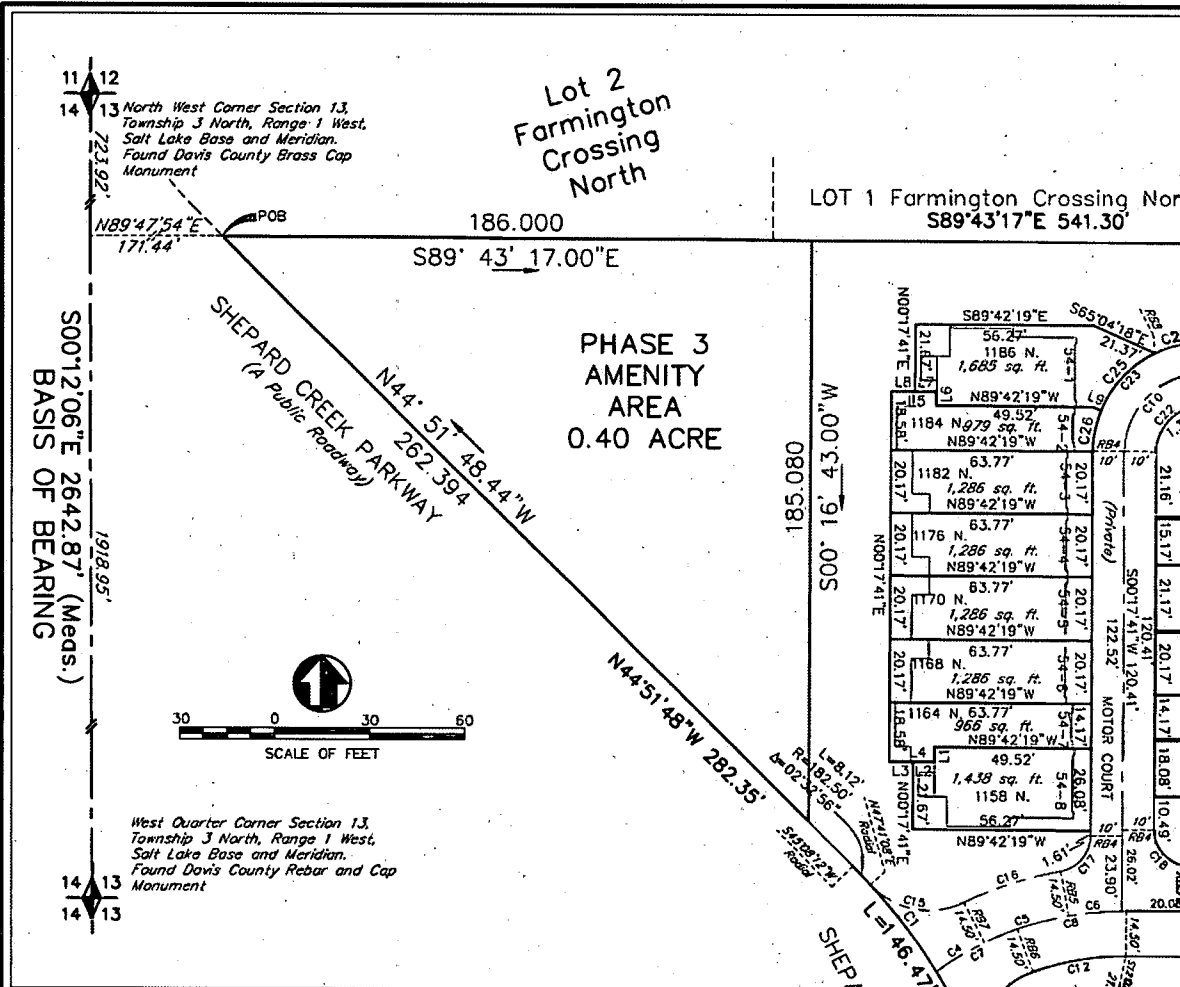
A parcel of land lying and situate in the North West Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, Utah. Comprising 0.4 acres out of the Common Area of Farmington Crossing North, Phase 3 Subdivision, a Planned Unit Development recorded March 12, 2010, as Entry 2516287, in Book 4980, at Page 56 of the Davis County Records. Basis of Bearing for subject parcel being South 00°12'06" East 2642.87 feet (measured) between the Davis County brass cap monument monumentalizing the Northwest corner of said Section 13 and the Davis County rebar and cap monumentalizing the West Quarter Corner of said Section 13. Subject Parcel being more particularly described as follows:

Commencing at the Northwest Corner of said Section 13, thence South 00°12'06" East 723.92 feet coincident with the west line of the Northwest Quarter of said Section 13; thence North 89°47'54" East 171.44 feet to a point on the easterly right of way of Shepard Creek Parkway and the northwest corner of said Farmington Crossing North, Phase 3, and the TRUE POINT OF BEGINNING;

Thence coincident with the north boundary of said Farmington Crossing North, Phase 3 Subdivision, South 89°43'17" East 186.0 feet;

Thence South 00°16'43" West 185.08 feet to a point on the easterly right of way of said Shepard Creek Parkway and the west boundary of said Farmington Crossing North, Phase 3;

Thence coincident with said west boundary North 44°51'48" West 262.39 feet to the point of beginning.



A parcel of land lying and situate in the North West Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, Utah. Comprising 0.4 acres out of the Common Area of Farmington Crossing North, Phase 3 Subdivision, a Planned Unit Development recorded March 12, 2010, as Entry 2516287, in Book 4980, at Page 56 of the Davis County Records. Basis of Bearing for subject parcel being South 00°12'06" East 2642.87 feet (measured) between the Davis County brass cap monument monumentalizing the Northwest corner of said Section 13 and the Davis County rebar and cap monumentalizing the West Quarter Corner of said Section 13. Subject Parcel being more particularly described as follows:

Commencing at the Northwest Corner of said Section 13, thence South 00°12'06" East 723.92 feet coincident with the west line of the Northwest Quarter of said Section 13; thence North 89°47'54" East 171.44 feet to a point on the easterly right of way of Shepard Creek Parkway and the northwest corner of said Farmington Crossing North, Phase 3, and the TRUE POINT OF BEGINNING;

Thence coincident with the north boundary of said Farmington Crossing North, Phase 3 Subdivision, South 89°43'17" East 186.0 feet;

Thence South 00°16'43" West 185.08 feet to a point on the easterly right of way of said Shepard Creek Parkway and the west boundary of said Farmington Crossing North, Phase 3;

Thence coincident with said west boundary North 44°51'48" West 262.39 feet to the point of beginning.

TWIN PEAKS
Engineering & Land Surveying
2264 NORTH 1450 EAST LEHI, UTAH 84043
(801) 450-3511, (801) 439-0700 FAX

PHASE 3 AMENITY AREA
FARMINGTON CROSSING

SHEET NO.

SCALE:

SECOND POOL--RECREATION AMENITY NO. 3

All of Lot 76-1 of the **FARMINGTON CROSSING NORTH, PHASE 5**, according to the official plat thereof, on file and of record in the office of the Davis County Recorder

EXHIBIT "C"
BYLAWS OF THE
FARMINGTON CROSSING RECREATION AMENITY ASSOCIATION
a Utah Nonprofit Corporation

ARTICLE I
NAME AND LOCATION

1.1 **Name and Location.** The name of the Utah nonprofit corporation is Farmington Crossing Recreation Amenity Association (the "Recreation Amenity Association"). The initial principal office of the corporation shall be located at 273 N. East Capitol Street, Salt Lake City, Utah 84103, but meetings of Members and Directors may be held at such places within the State of Utah as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

2.1 **Definitions.** Except as otherwise provided herein or as may be required by context, all terms defined in Article I of the Recreation Amenity Declaration shall have such defined meanings when used in these Bylaws.

ARTICLE III
MEETINGS OF THE ASSOCIATION

3.1 **Annual Meeting.** The Association shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

3.2 **Special Meetings.** Special meetings of the Association may be called at any time by the Chair Person or by a majority of the Directors.

3.3 **Notice of Meetings.** Written notice of each meeting of the Association shall be given to each Director by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to said Director addressed to the Director's address last appearing on the books of the Association, or supplied by such Director to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting shall specify the purpose of the meeting.

3.4 **Quorum.** A majority of the Directors present in person or by proxy shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Recreation Amenity Declaration, or these Bylaws.

3.5 **Proxies.** At all Association meetings, each Member/Director may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and

shall expire, if not previously revoked, eleven (11) months after the date it is given by the Member/Director.

ARTICLE IV BOARD OF DIRECTORS AND TERM OF OFFICE

4.1 **Replacement.** If any Director resigns or is otherwise unable or unwilling to serve, then the respective Member of the resigning Director shall appoint a replacement to complete his or her term of office.

4.2 **Term of Office.** Each Director on the Board of Directors shall serve a term of at least one (1) year.

4.3 **Compensation.** No Director shall receive compensation for any service he may render to the Recreation Amenity Association as a member of the Board of Directors, although he may be reimbursed for his actual reasonable expenses incurred in the performance of his duties.

4.4 **Action Taken Without a Meeting.** The Board of Directors shall have the right to take any action in the absence of a meeting which it could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

4.5 **Voting.** Each Director shall be entitled to cast one (1) vote on each issue or matter.

ARTICLE V POWERS AND DUTIES OF THE BOARD OF DIRECTORS

5.1 **Powers.** The Recreation Amenity Association shall have all of the powers of a Utah nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the Recreation Amenity Declaration, and these Bylaws. The Recreation Amenity Association, through its Board of Directors, shall have the power to perform any and all lawful acts which may be necessary or proper for, or incident to, the exercise of any of the express powers of the Recreation Amenity Association. Without in any way limiting the generality of the foregoing, the Recreation Amenity Association may act through its Board of Directors and shall specifically have the powers and duties set out in this Article V.

5.1.1 **Assessments.** The Recreation Amenity Association, through its Board of Directors, shall have the power and duty to levy Assessments on the Members, and to enforce payment of such Assessments in accordance with the Recreation Amenity Declaration.

5.1.2 **Recreation Amenity.** The Recreation Amenity Association, through its Board of Directors, shall have the duty to maintain and manage the Recreation Amenity and all facilities and improvements thereon. In addition, the Recreation Amenity Association shall:

a. Maintain and repair in an attractive, safe and functional condition the Recreation Amenity;

- b. Pay all taxes and assessments levied upon the Recreation Amenity and all taxes and assessments payable by the Recreation Amenity Association;
- c. Obtain any water, sewer, gas and electric services needed for the Recreation Amenity⁶; and
- d. Do each and every other thing reasonable and necessary to operate the Recreation Amenity and the Recreation Amenity Association.

ARTICLE VI OFFICERS AND THEIR DUTIES

6.1 **Enumeration of Officers.** The officers of the Recreation Amenity Association shall be a President and Secretary, plus such other officers as the Board of Directors may from time to time by resolution create. The same individual may not hold the office of President and Secretary at the same time. The officers need not be Directors.

6.2 **Election of Officers.** The Board of Directors shall elect or appoint officers at the first meeting of the Board of Directors during each calendar year.

6.3 **Term.** Each officer of the Recreation Amenity Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

6.4 **Special Appointments.** The Board of Directors may elect such other officers as the affairs of the Recreation Amenity Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

6.5 **Resignation and Removal.** Any officer may be removed from office with or without cause by a majority vote of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

6.6 **Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

6.7 **Chair Person⁷.** The Chair Person shall (a) preside at all meetings of the Board of Directors, (b) see that orders and resolutions of the Board of Directors are carried out, and (c) sign all contracts.

6.8 **Secretary.** The Secretary shall (a) record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Recreation Amenity Association, (b) keep the corporate seal of the Recreation Amenity Association, if any, and affix it on all papers requiring said seal, (c) serve notice of meetings of the Board of Directors and of the Recreation Amenity Association, (d)

⁶ The cost of utility services, including water, sewer, power, and gas, shall be allocated among the Members and Owners in the same manner as the Assessments.

⁷ Chair Person may also be referred to as the President.

keep appropriate current records showing the Members of the Recreation Amenity Association together with their addresses, and (e) perform such other duties as may be required by the Board of Directors.

ARTICLE VII COMMITTEES

7.1 **Committees.** The Board of Directors may appoint such committees and subcommittees as deemed appropriate in carrying out its purpose.

ARTICLE VIII BOOKS AND RECORDS

8.1 **Books and Records.** The books and records shall be kept with detailed accounts of the receipts and expenditures affecting the Recreation Amenity Association, and the administration of the Recreation Amenity, specifying the maintenance and repair expenses of the Recreation Amenity and any other necessary expenses incurred. All documents, books, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Members, their duly authorized agents or attorneys, during general business hours on working days. The books, records and papers of the Recreation Amenity Association shall at all times be kept in accordance with generally accepted accounting practices.

8.2 **Signatures.** All checks, drafts, contracts, and legally binding agreements must be signed by those parties designated by the Board of Directors.

8.3 **Bookkeeping.** The accounting and financial statements for the Recreation Amenity Association must be kept and prepared by either the Manager or an independent bookkeeper or accountant, who may not be a member of the Board of Directors or an officer of the Recreation Amenity Association. A quarterly profit and loss statement, balance sheet, and check register shall be sent or delivered by the Manager, bookkeeper or accountant to each Director and Member or their designee. The Manager, accountant or bookkeeper shall prepare and file all tax returns for the Recreation Amenity Association.

8.4 **Audit.** A majority vote of the Directors is necessary and sufficient to require a Compilation Report, Reviewed Financial Statement or an Audited Financial Statement of the financial statements, books and records of the Recreation Amenity Association, which shall be a Recreation Amenity Expense.

ARTICLE IX AMENDMENTS

9.1 **Amendment to Bylaws.** These Bylaws may be amended by a two-thirds vote of the Directors.

9.2 **Conflict Between Articles, Bylaws and Declaration.** In the case of any conflict between the Articles and these Bylaws, the Articles shall in all respects govern and control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall in all respects govern and control.

