

After recording, please return to:

The Boyer Company  
Attn: Richard Moffat  
127 South 500 East, Suite 100  
Salt Lake City, Utah 84102

*Farmington Ranches Sub. Ph 2 - all  
08-281-0201 to 0266*

**RETURNED**  
**AUG - 7 2001**

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SHERYL L. WHITE, DAVIS CNTY RECORDER  
2001 AUG 7 12:28 PM FEE 78.00 DEP AC  
REC'D FOR WESTERN STATES TITLE COMPANY

Space above for Recorder's use.

**SUPPLEMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
FARMINGTON RANCHES SUBDIVISION PHASE 1  
ADDING  
FARMINGTON RANCHES SUBDIVISION PHASE 2**

This Supplement (the "Supplement") is made and executed this 7<sup>th</sup> day of August, 2001, by BOYER WHEELER FARM, L.C., a Utah limited liability company (the "Declarant").

RECITALS:

A. Declarant is the record owner of that certain tract of real property known as Farmington Ranches Phase 2 Subdivision ("Phase 2"), which property is more specifically shown on the plat thereof recorded in the official records of Davis County, State of Utah, on June 7, 2001 as Entry Number 1666532 in Book 2823 at Page 446 (the "Phase 2 Plat"). The metes and bounds description of Phase 2 is set forth on Exhibit "A" of this Supplement.

B. Declarant previously recorded that certain plat of subdivision known as Farmington Ranches Phase 1 Subdivision in the official records of Davis County, State of Utah, on June 7, 2001, as Entry Number 1666531 in Book 2823 at Page 445.

C. Declarant previously executed and recorded that certain Declaration of Protective Covenants, Conditions, and Restrictions for Farmington Ranches Subdivision Phase 1 dated July 16, 2001 (the "Declaration"), which Declaration was recorded in the official records of Davis County, State of Utah on July 17, 2001, as Entry Number 1675524 in Book 2848 at Page 676. Capitalized terms not specifically defined herein have the meaning ascribed to such terms in the Declaration.

D. Pursuant to Article X of the Declaration, Declarant reserved the right to expand the Project by submitting certain Additional Land to the Declaration. Phase 2 is a part of the Additional Land.

E. Pursuant to Section 10.3 of the Declaration, Declarant desires to expand the Project by adding Phase 2 to the Project and to subject Phase 2 to the Declaration with this Supplement.

NOW, THEREFORE, in consideration of the foregoing covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Declarant hereby declares that, as more fully set forth in Article X of the Declaration, the Project known as Farmington Ranches Subdivision shall be expanded to include Phase 2 and that Phase 2, from and after the recording of this Supplement, shall be a part of the Project.

2. Declarant also declares that Phase 2 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration, as the same may be amended or supplemented from time to time in accordance with the terms and provisions of the Declaration; provided, however, that, with respect to Phase 2 only, the following Sections of the Declaration are amended and restated in their entirety or, with respect to the following Section 8.30, added with respect to Phase 2:

8.1 Land Use and Building Type. No Lot shall be used except for residential purposes. 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 and private garage for not less than two (2) vehicles and not more than three (3) vehicles without the prior approval of the Committee. Notwithstanding the foregoing, on Lots where Class B animals are permitted pursuant to Section 8.12, out buildings for not more than 2 Class B animals may be permitted subject to the prior written approval of the Committee, which shall have the authority to approve building materials for such out buildings that are different than those stated herein for the principal residence. Ramblers shall have a minimum of 1,650 finished square feet of floor area above finished grade; Two stories shall have a minimum of 2,400 finished square feet of floor area above finished grade; Tri-level plans shall have a minimum of 2,400 finished square feet of floor area above finished grade. No basements are permitted in the Project. The calculation of square footage of any style shall exclude 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 satisfy the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Committee. Housing construction costs must be a minimum of \$100,000, excluding land value, loan costs, and closing fees. Exterior materials shall consist of brick, rock, stucco or a combination of the three. Aluminum soffit and fascia is acceptable. No aluminum, vinyl or wood sided homes are permitted in Phase 2 of the Project. All exterior materials and colors are to be specified on plans and submitted for approval by the committee. No flat roofs shall be permitted in the Project.

8.3 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 within Phase 2 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 completion of not less than \$100,000.00, excluding land value, loan costs and closing fees. Only those exterior materials that will blend harmoniously with the natural environment, with special emphasis on 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 Committee. Aluminum soffit and fascia is acceptable. No aluminum, vinyl or wood exterior sided homes shall be permitted in Phase 2 of 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 Phase 2 of the Project without the prior written approval of the Committee. Pitched roofs shall be at least 4/12 pitch and no greater than 10/12. 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.

8.12 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 20 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 Phase 2 may have one (1) but not more than one (1) "Class B" large animal: 209, 216, 221, 225, and 227. All Lots within Phase 2 that are one (1) acre or greater in size may have up to two (2) Class B animals. Class B animals shall not be permitted on any other Lots within Phase 2.

8.30 100 Year Flood Hazard Area. As more particularly identified in the Phase 2 Plat, all or part of Lots 201 through 230 and Lot 233 lie within a flood hazard area as described in the document entitled "Department of Housing and Urban Development, Federal Insurance Administration – Special Flood Hazard Area Maps," as amended from time to time. Each Owner acknowledges, by acceptance of the deed to its Lot, that it has been fully advised regarding the existence and potential hazards associated with such flood hazard area and assumes all risks arising out of or related to the flood hazard area and waives, releases and forever discharges, for itself and all others claiming by, through or under such Owner, any and all claims and actions against Declarant and/or The Boyer Company, L.C. and their respective members, managers, officers, partners, employees and agents that in any way arise out of or in connection with the flood hazard area and the location of the foregoing Lots within such area.

3. The Declarant hereby agrees that, at or before its conveyance of the first Lot in Phase 2, it shall convey good and marketable title to the Common Areas shown on the Phase 2 Plat to the Association by warranty deed free and clear of any monetary 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).

4. Declarant hereby reserves those rights-of-ways and easements as are shown on the Phase 2 Plat or otherwise reserved in the Declaration, such that the said rights-of-way and easements shall be available for and used for the purposes stated on the Phase 2 Plat and the Declaration.

[Continued on the next page.]

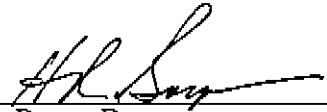
Executed by Declarant on this 6th day of August, 2001.

"DECLARANT"

BOYER WHEELER FARM, L.C.  
a Utah limited liability company

By Its Manager,

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

By:   
H. Roger Boyer  
Chairman and Manager

NOTARIES:

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

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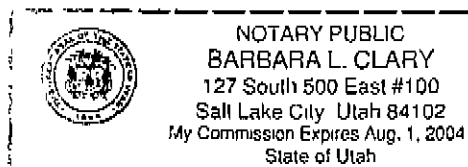
On this 6th day of August, 2001, personally appeared before me H. Roger Boyer, who being by me duly sworn, did say that he is the CHAIRMAN AND MANAGER of THE BOYER COMPANY, L.C., a Utah limited liability company and the Manager of BOYER WHEELER FARM, L.C., that the foregoing Supplement to Declaration of Covenants, Conditions and Restrictions was signed on behalf of said limited liability company by proper authority, and did acknowledge to me that said limited liability company executed the same.

[Seal]

My Commission Expires:

8/1/04

Barbara L. Clary  
Notary Public  
Residing at Salt Lake County



## EXHIBIT "A"

BOUNDARY DESCRIPTION

Beginning at a point which lies South 00°09'05" East along the East line of the Southwest Quarter of Section 23, 274.93 feet and South 89°50'55" West perpendicular to said East line 145.80 feet, from a found Davis County Monument marking the Center of Section 23, Township 3 North, Range 1 West, Salt Lake Base & Meridian, said point also being on the West right-of-way of 1525 West Street; running thence Southerly along said West right-of-way South 00°09'56" East 531.85 feet; thence leaving said West right-of-way South 89°14'58" West 1176.70 feet; thence North 44°22'12" West 44.74 feet; thence South 88°54'53" West 182.42 feet; thence South 77°38'17" West 56.08 feet; thence North 85°05'34" West 224.54 feet; thence South 10°01'34" West 112.69 feet; thence North 82°40'18" West 365.90 feet; thence North 38°29'27" West 233.36 feet; thence North 32°15'46" West 197.73 feet; thence North 50°08'16" West 253.54 feet; thence North 44°35'05" West 52.95 feet; thence North 39°53'05" West 206.12 feet; thence North 36°08'41" West 916.56 feet; thence North 53°51'19" East 197.50 feet; thence North 72°11'48" East 57.94 feet; thence North 53°51'19" East 165.31 feet; thence South 36°01'22" East 107.00 feet; thence North 53°51'19" East 52.19 feet to the beginning of a tangent curve to the right having a central angle of 36°25'37", a radius of 123.00 feet, (chord bears North 72°04'02" East 76.88 feet), thence Northeasterly along the arc of said curve 78.19 feet; thence South 89°43'14" East 853.90 feet; thence South 00°16'46" West 66.00 feet to the beginning of a non-tangent curve to the right the radius point of which bears S00°16'46"W, having a radius of 20.00 feet and a central angle of 84°03'27", thence along the arc of said curve 29.34 feet to a point of reverse curvature having a radius of 527.50 feet and a central angle of 44°40'50", thence along the arc of said curve 411.36 feet to a point of reverse curvature, having a radius of 20.00 feet and a central angle of 85°01'22", thence along the arc of said curve 29.68 feet; thence South 34°40'45" West 50.86 feet to the beginning of a tangent curve to the right having a radius of 72.50 feet and a central angle of 10°17'55", thence along the arc of said curve 13.03 feet; thence South 44°58'40" West 476.98 feet; thence South 45°01'20" East 55.00 feet; thence South 44°58'40" West 46.48 feet to the beginning of a tangent curve to the left having a radius of 72.50 feet and a central angle of 10°43'27", thence along the arc of said curve 13.57 feet; thence South 61°44'15" East 261.82 feet; thence South 75°00'39" East 57.27 feet; thence South 80°26'01" East 180.52 feet; thence South 85°17'50" East 93.26 feet; thence North 00°23'32" West 165.03 feet; thence North 45°01'20" West 101.61 feet; thence North 44°58'40" East 200.85 feet to the beginning of a tangent curve to the right having a radius of 117.50 feet and a central angle of 90°00'00", thence along the arc of said curve 184.57 feet; thence South 45°01'20" East 200.36 feet; thence South 44°58'40" West 63.28 feet; thence South 00°03'23" West 211.45 feet; thence North 89°34'06" East 200.01 feet; thence North 83°24'29" East 87.65 feet; thence South 85°08'21" East 61.59 feet; thence North 83°29'30" East 103.88 feet; thence North 89°34'06" East 102.19 feet; thence North 86°30'19" East 497.07 feet; thence North 74°30'43" East 53.57 feet to the point of beginning.

Said tract of land contains 57.7 acres more or less.

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