

**WHEN RECORDED RETURN TO:**

Richard Welch  
Farmington Development Corporation  
273 N. East Capitol Street  
Salt Lake City, UT 84103  
(801) 580-2160

\* See Tax ID #'s at bottom of document

**NINTH SUPPLEMENT AND AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND  
RESERVATION OF EASEMENTS AND BYLAWS  
FOR  
FARMINGTON CROSSING ON SPRING CREEK POND**

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

**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").
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 Declaration"). A Plat Map for Phase I of Farmington Crossing 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 was recorded concurrently therewith.
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 Project, known as Farmington Crossing South, Phase 1 was recorded concurrently therewith.

08-360-0001 thru 08-360-0040, 08-365-0001 thru 08-365-0065, 08-366-0001 thru  
08-366-0051, 08-392-0001 thru 08-392-0042, 08-466-0001 thru 08-466-0008,  
08-433-0001 thru 08-433-0066, 08-433-0106 thru 08-433-0145, 08-468-0001 thru  
08-468-0038, 08-474-0001 thru 08-474-0014

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 Project, known as Farmington Crossing 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 Project, known as Farmington Crossing 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 Project, known as Farmington Crossing 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 Project, known as Farmington Crossing 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 was 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. This document affects the real property described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference.

12. The Declarant is in control of the Association.

13. The Period of Declarant's Control has not terminated.

14. The undersigned hereby certifies that all of the requirements to amend the Declaration set forth in Article III, Section 41 of the Declaration, as amended and supplemented, have been satisfied.

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, Declarant hereby makes the following amendment to the Farmington Crossing Declaration, as amended and supplemented,:

1. Article I, Section 33 of the Farmington Crossing Declaration, as amended and supplemented, defining "Period of Declarant's Control" is hereby deleted in its entirety and the following language is substituted in lieu thereof. This Section may not be subsequently amended without the express prior written consent of the Declarant.

33. Period of Declarant's Control shall mean and refer to the period of time when the Declarant has the exclusive right to appoint or select the Members of the Management Committee, anything to the contrary notwithstanding.

2. Article III, Section 3 of the Farmington Crossing Declaration, as amended and supplemented, entitled "Membership in the Association, Classes of Membership and Voting Allocations" is hereby deleted in its entirety and the following language is substituted in lieu thereof. This Section may not be subsequently amended without the express prior written consent of the Declarant.

3. Membership in the Association, Voting Allocations and Expiration of Period of Declarant's Control.

a. Membership in the Association is mandatory and may not be partitioned from the ownership of a Lot. Each Lot Owner by virtue of his accepting a deed or other document of conveyance to a Lot shall be considered a Member of the Association.

b. There shall be two (2) classes of membership in the Association: (i) Declarant's Membership and (ii) Membership of Purchasers of Lots from the Declarant or their successors and assigns.

c. Anything to the contrary notwithstanding and regardless of the number of Lots owned by Declarant, until such time as the Declarant has sold all of its Lots in the Project, as expanded from time to time, the Declarant shall always have at least one (1) more vote than the votes of all of the other Lots combined.

d. Anything to the contrary notwithstanding, the Period of Declarant's Control shall expire when (i) the Declarant sells, transfers or conveys its last Lot in the Project, as expanded from time

to time, or (ii) July 1, 2030, whichever first occurs. There is no other circumstance which will cause the Period of Declarant's Control to expire prior thereto.

4. Article III, Section 11 of the Farmington Crossing Declaration, as amended and supplemented, entitled "Management Committee" is hereby deleted in its entirety and the following language is substituted in lieu thereof. This Section may not be subsequently amended without the express prior written consent of the Declarant.

11. Management Committee. During the Period of Declarant's Control the Association shall be managed by a Management Committee comprised of three (3) individuals appointed by the Declarant. After the termination of the Period of Declarant's Control the Association shall be managed by a Management Committee comprised of three (3) Lot Owners duly qualified and elected.

5. Article III, Section 46 of the Farmington Crossing Declaration, as amended and supplemented, entitled "Expansion of the Project," is hereby deleted in its entirety and the following language is substituted in lieu thereof. This Section may not be subsequently amended without the express prior written consent of the Declarant.

46. Expansion of the Project. Anything to the contrary notwithstanding:

(a) Reservation of Option to Expand. Declarant hereby reserves the option to expand the Project to include additional Lots and/or Units. This option to expand may be exercised from time to time, at different times and in any order, without limitation, provided however, the option shall expire until such time as the Declarant has sold all of the Lots and/or Units in the entire Project, as expanded, or July 1, 2030, whichever first occurs, unless sooner terminated by Declarant's recorded Waiver of such option, there being no other circumstances which will cause the option to expire prior thereto. Such right may be exercised without first obtaining the consent or vote of Owners and shall be limited only as herein specifically provided. Such Lots and/or Units shall be created on any or all portions of the Additional Land.

(b) Supplemental Declarations and Supplemental Maps. Such expansion may be accomplished by the filing for record by Declarant in the office of the County Recorder of Davis County, Utah a Supplement or Supplements to the Farmington Crossing Declaration, as amended and supplemented, containing a legal description of the site or sites for new Lots and/or Units, together with supplemental Map or Maps containing the same information with respect to the new Lots as was required on the Map with

respect to the Phase 1 property. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion.

(c) Expansion of Definitions. In the event of such expansion the definitions used in this Farmington Crossing Declaration, as amended and supplemented, automatically shall be expanded to encompass and refer to the Project as so expanded. The term "Property" shall mean the real property initially submitted under the Farmington Crossing Declaration, as amended and supplemented, plus any Additional Land added to the Project by a Supplemental Declaration or by Supplemental Declarations, and reference to the Farmington Crossing Declaration, as amended and supplemented, shall mean the Farmington Crossing Declaration, as amended and supplemented, as so supplemented. All conveyances of Lots and/or after such expansion shall be effective to transfer rights in the Project, with additional references to the Supplemental Declaration and the Supplemental Map. The recordation in the office of the Davis County Recorder of a Supplemental Map incident to any expansion shall operate automatically to grant, transfer, and convey to then Owners of Lots and/or Units in the Project rights to use the new Common Area added to the Project as a result of such expansion. Such recordation shall also operate to vest in any then mortgagee of any Lot and/or Unit in the Project as it existed, interest so acquired by the Owner of the Lot and/or Unit encumbering the new Common Area added to the Project as a result of such expansion.

(d) Farmington Crossing Declaration Operative on New Lots. The new Lots and/or Units shall be subject to all the terms and conditions of the Farmington Crossing Declaration, as amended and supplemented, and of a Supplemental Declaration, and the Lots and/or Units therein shall be subject to the incidents of common ownership with all the provisions and protective covenants pertaining to a planned unit development as specified herein, upon recording the Supplemental Map and Supplemental Declaration in the said office of the Davis Recorder.

(e) Other Provisions Concerning Expansion. If the Project is expanded, then it is further provided that:

(1) All or any part of the Additional Land may be added to the Project without any limitations whatsoever save and except that all additional Lots and/or Units created must be restricted to residential housing and limited to one family per Dwelling Unit.

(2) Portions of the Additional Land may be added to the Project at different times without any limitations.

(3) Declarant shall have the right without further conveyance or documentation to build roads and access ways to the Additional Land through the easement areas as shown on the Plat Map, as amended and supplemented. The Association shall not allow anything to be built upon or interfere with said easement areas.

(4) No assurances are made concerning:

a. The locations of any improvement that may be made on any portion of the Additional Land that may be added to the Project.

b. Type, kind or nature of improvement which may be created on any portion of the Additional Land, except that the common facilities, Buildings, Lots and Units will be comparable to the Phase 1 facilities on a per Lot and/or per Unit basis and will be of a similar quality of materials and construction in Phase 1.

c. Whether any Lots and/or Units created on any portion of the Additional Land will be substantially identical to those within the initial Project except that Lots and/or Units will be constructed of an equal or better quality of materials and construction than the Lots and/or Units in Phase 1.

d. Type, size, or maximum number of Limited Common Areas which may be created within any portion of the Additional Land added to the Project.

(5) Notwithstanding anything to the contrary which may be contained herein, the Farmington Crossing Declaration, as amended and supplemented, is not intended, and shall not be construed so as to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (a) the submission of any portion of the Additional Land to the provisions of the Farmington Crossing Declaration; (b) the creation, construction, or addition to the Project of any additional real estate; (c) the carrying out in any particular way or within any particular time of any development which may be undertaken except as herein mentioned; or (d) the taking of any particular action with respect to the Additional Land, the Project, in whole or in part, or any property.

6. If any provision of this Ninth Supplement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Ninth Supplement

will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Ninth Supplement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Ninth Supplement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Ninth Supplement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

7. In the event of any conflict, inconsistency or incongruity between the provisions of this amendment and the provisions of the Farmington Crossing Declaration or Bylaws, the former shall in all respects govern and control.

8. This amendment or supplement shall take effect upon its being filed for record in the office of the County Recorder of Davis County, Utah.

IN WITNESS WHEREOF, Declarant has executed this instrument the 1<sup>st</sup> day of July, 2011.

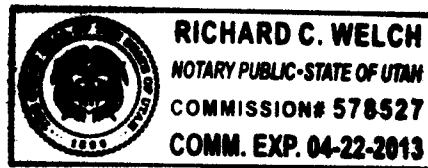
DECLARANT:  
FARMINGTON DEVELOPMENT CORPORATION  
a Utah corporation

By: [Signature]  
Bryson Garbett, President

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

On the 1<sup>st</sup> day of July, 2011, 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



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE PROPERTY**

The Land described in the foregoing document 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.