

**WHEN RECORDED RETURN TO:**

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

08-360-0001 thru 08-360-0046  
08-365-0001 thru 08-365-0071  
08-366-0001 thru 08-366-0057  
08-392-0001 thru 08-392-0100  
08-466-0001 thru 08-466-0008  
08-433-0001 thru 08-433-0066 and 08-433-0106 thru 08-433-0147  
08-468-0001 thru 08-468-0039  
08-474-0001 thru 08-474-0015

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

This Eleventh Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements and Bylaws for Farmington Crossing on Spring Creek Pond (the "Eleventh 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.

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. The Ninth 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 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 and Declaration of Covenants, Conditions,

and Restrictions and Reservation of Easements and Bylaws for Farmington Crossing East Phase 1 was recorded on May 7, 2012 as Entry No. 2660125 in Book 5516 at Pages 1421 - 1445 of the official Records (the "Tenth Supplement").

13. This document affects the real property described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference.

14. The Declarant is in control of the Association.

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

16. 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.

### **AMENDMENTS TO 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 amendment to the Declaration:

1. Declaration Article III, Section 3, as amended and supplemented, is amended to add subparagraph (e) which reads as follows:

e. Covenant Not To Sue. The Association hereby covenants and agrees not to sue or otherwise participate in any action or group action, including any lawsuit, arbitration, or mediation against the Declarant using any funds, separate, common or mixed, collected by the Association or by two or more of the Owners acting or taken as a group (collectively "Common Funds") unless such action is agreed to by fifty-one percent of the Members of the Association.

2. If any provision of this Eleventh Supplement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Eleventh 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 Eleventh 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 Eleventh Supplement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Eleventh Supplement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

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

4. 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 12th day of November, 2015.

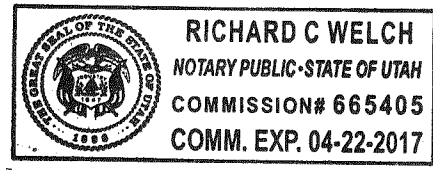
DECLARANT:  
FARMINGTON DEVELOPMENT CORPORATION  
a Utah corporation

By: [Signature]  
Bryson Garbett, President

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

On the 12<sup>th</sup> day of November, 2015, 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 Committee 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.