

D-13833- Amd

After recording, please return to:

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

E 1698935 B 2914 P 348  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2001 OCT 29 11:04 AM FEE 186.00 DEP MT  
REC'D FOR WESTERN STATES TITLE COMPANY

Space above for Recorder's use.

**FIRST AMENDMENT  
OF  
DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
FARMINGTON RANCHES SUBDIVISION**

This First Amendment (this "Amendment") is made and executed this 25<sup>TH</sup> day of October, 2001, by BOYER WHEELER FARM, L.C., a Utah limited liability company (the "Declarant"), and Farmington Ranches Homeowners Association, a Utah non-profit corporation (the "Association").

RECITALS:

A. Declarant previously executed and 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. The description of Phase 1 is set forth on Exhibit "A" of this Amendment.

B. Declarant previously executed and recorded that certain Declaration of Protective Covenants, Conditions, and Restrictions for Farmington Ranches Subdivision Phase 1 dated July 16, 2001 (as amended and/or supplemented, 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.

C. Declarant previously executed and recorded that certain plat of subdivision known as Farmington Ranches Phase 2 Subdivision ("Phase 2") 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 description of Phase 2 is set forth on Exhibit "A" of this Amendment.

D. Pursuant to Section 10.3 of the Declaration, Declarant expanded the Project by adding Phase 2 to the Project and subjecting Phase 2 to the Declaration with that certain Supplement to Declaration of Covenants, Conditions, and Restrictions for Farmington Ranches Subdivision Phase 1 Adding Farmington Ranches Subdivision Phase 2 (the "Supplement"), dated August 7, 2001, which was recorded in the official records of Davis County, State of Utah, on August 7, 2001, as Entry Number 16780180 in Book 2861 at Page 571.

E. Section 9.2 of the Declaration provides that the Declaration may be amended by the Owners at any time by a vote of at least sixty-seven percent (67%) of the votes allocated to all Lots.

F. Declarant and the Association, acting on behalf of Lot Owners representing, in total, more than sixty-seven percent (67%) of the votes allocated to all Lots, desire to amend the Declaration as stated herein.

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

1. **With respect to Phase 2 only, Section 8.1 of the Declaration is hereby amended and restated in its entirety as follows:**

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 two (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. Rambler homes shall have a minimum of 1,650 finished square feet of floor area above finished grade; two-story homes shall have a minimum of 2,400 finished square feet of floor area on two (2) floors; tri-level homes shall have a minimum of 2,400 finished square feet of floor area above finished grade. Any home having any portion thereof below finished grade must have a minimum footprint of 1650 square feet of floor area. 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 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.

**2. Section 9.2 is deleted in its entirety and replaced with the following:**

9.2 Amendment. This Declaration may be amended by recording in the office of the Davis County Recorder a "Certificate of Amendment," duly signed and acknowledged as required for a Certificate of Termination. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at an election duly called and held pursuant to the provisions of the Articles and Bylaws of the Association, the Owners casting sixty-seven percent (67%) of the votes at the election voted affirmatively for the adoption of the amendment. Notwithstanding the foregoing, with respect to a particular phase of the Project added pursuant to Article X of the Declaration and the supplement pertaining thereto and the amendment of any "amendments, supplements, or replacements to or for the standards and restrictions set forth in Article VIII" of the Declaration that pertain to such phase and only such phase, the required vote for any such amendment shall be limited to the affirmative vote of the Owners of Lots within the applicable phase representing sixty-seven percent (67%) of the votes attributable to such phase only. Until: (a) the Declarant has affirmatively indicated in a writing duly recorded in the office of the Davis County Recorder that Declarant will not be adding any further Additional Land to the Project; and (b) ninety percent (90%) of the Lots in all previously added phases of the Project have been sold, Declarant may modify this Declaration to accommodate any use for public, school, park, church, street, or easement purpose.

**3. To the extent the terms of this Amendment modify or conflict with any provisions of the Declaration, the terms of this Amendment shall control. All other terms of the Declaration and the Supplement not modified by this Amendment shall remain the same and are hereby ratified and affirmed. Capitalized terms not specifically defined herein shall have the same meaning as set forth in the Declaration unless a contrary intent is clearly implicated.**

*[Remainder of page intentionally left blank; signatures follow on next full page]*

ENTERED INTO AND AGREED TO on the first date set forth above.

"DECLARANT"

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


By Its Manager,

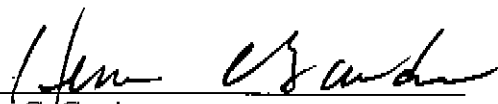
The Boyer Company, L.C.,  
a Utah limited liability company

By:   
Ken C. Gardner  
President and Manager

"ASSOCIATION"

FARMINGTON RANCHES  
HOMEOWNERS ASSOCIATION,  
a Utah non-profit corporation

By:   
H. Roger Boyer  
President

By:   
Ken C. Gardner  
Vice-President

Attestation and Secretary's Certificate:

I, the undersigned and duly elected Secretary of Farmington Ranches Homeowners Association, a Utah nonprofit corporation (the "Association"), do hereby certify that the foregoing First Amendment of Declaration of Protective Covenants, Conditions, and Restrictions for Farmington Ranches Subdivision (the "First Amendment") was approved pursuant to an election of the Association duly called and

held pursuant to the Association's Articles and Bylaws, whereupon a quorum of Owners was present and Owners casting in excess of sixty-seven percent (67%) of the total votes in the Association voted to approve the said First Amendment. I further attest to the execution of the First Amendment by the President and Vice-President of the Association, for and on behalf of the Owners.

IN WITNESS WHEREOF, I have hereunto subscribed my name as the Secretary of the Association as of the 25 day of October, 2001.



\_\_\_\_\_  
Steven B. Ostler, Secretary

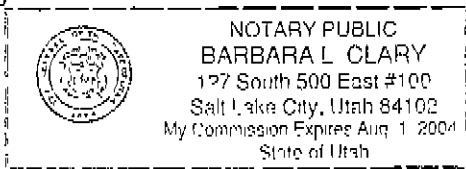
[Notary blocks appear on the following page.]

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

E 1698935 B 2914 P 353

On this 26<sup>th</sup> day of October, 2001, personally appeared before me KEM C GARDNER, who being by me duly sworn, did say that he is the President 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 Amendment of Declaration of Protective 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]

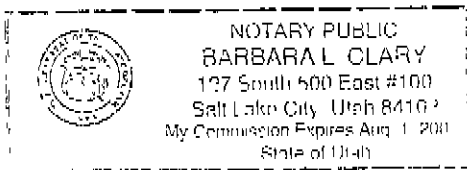


Barbara L. Clary  
Notary Public

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

On this 26<sup>th</sup> day of October, 2001, personally appeared before me H. ROGER BOYER, KEM C GARDNER, and STEVEN B. OSTLER who being by me duly sworn, did say that they are, respectively, the President, Vice-President, and Secretary of FARMINGTON RANCHES HOMEOWNERS ASSOCIATION, a Utah non-profit corporation, that the foregoing Amendment of Declaration of Protective Covenants, Conditions, and Restrictions was signed on behalf of said corporation by proper authority, and did acknowledge to me that said corporation executed the same.

[Seal]



Barbara L. Clary  
Notary Public

BOUNDARY DESCRIPTION

Phase 1

All of Lots 1 through 108 Farmington Ranches Phase 1 Subdivision in the official records of Davis County, State of Utah, recorded June 7, 2001 as Entry Number 1666531 in Book 2823 at Page 445

*08-280-0001 THRU 0108*

Phase 2

All of Lots <sup>201</sup> through 257 Farmington Ranches Phase 2 Subdivision in the official records of Davis County, State of Utah, recorded on June 7, 2001 as Entry Number 1666532 in Book 2823 at Page 446.

*08-281-0201 THRU 0257*