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The Boyer Company  
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DAVIS COUNTY, UTAH RECORDER  
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**SIXTH SUPPLEMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
FARMINGTON RANCHES SUBDIVISION PHASE 1  
ADDING  
FARMINGTON RANCHES PHASES 7A AND 7B SUBDIVISIONS**

This Sixth Supplement (the "Sixth Supplement") is made and executed this 2<sup>ND</sup> day of June, 2005, 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 Phases 7A and 7B Subdivisions ("Phases 7A and 7B"), which property is more specifically shown on the plats thereof recorded in the official records of Davis County, State of Utah, on May 31, 2005 as Entry Number 2077389 in Book 3798 at Page 688 and Entry Number 2077390 in Book 3798 at Page 689 (the "Phase 7A and 7B Plats"). The metes and bounds description of Farmington Ranches Phase 7A and 7B is set forth on Exhibit "A" of this Sixth 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 recorded that certain plat of subdivision known as Farmington Ranches Phase 2 Subdivision 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").

D. Declarant previously recorded that certain plat of subdivision known as Farmington Ranches Phase 3 Subdivision in the official records of Davis County, State of Utah, on June 12, 2002, as Entry Number 1761082 in Book 3063 at Page 385 (the "Phase 3 Plat").

E. Declarant previously recorded that certain plat of subdivision known as Farmington Ranches Phase 4 Subdivision in the official records of Davis County, State of Utah, on May 3, 2003, as Entry Number 1868726 in Book 3295 at Page 552 (the "Phase 4 Plat")

F. Declarant previously recorded that certain plat of subdivision known as Farmington Ranches Phase 5 Subdivision in the official records of Davis County, State of Utah, on September 24, 2003, as Entry Number 1913710 in Book 3381 at Page 418 (the "Phase 5 Plat").

G. Declarant previously recorded that certain plat of subdivision know as Farmington Ranches East Subdivision in the official records of Davis County, State of Utah, on June 25, 2004 as Entry Number 1997591 in Book 3569 at Page 575 (the "Farmington Ranches East Plat").

H 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.

I Declarant previously executed and recorded the Supplement to Declaration of Covenants, Conditions, and Restrictions for Farmington Ranches Subdivision Phase 1 Adding Farmington Ranches Subdivision Phase 2 dated August 7, 2001 (the "Supplement"), which Supplement was recorded in the official records of Davis County, State of Utah on August 7, 2001, as Entry Number 1680180 in Book 2861 at Page 571. Capitalized terms not specifically defined herein have the meaning ascribed to such terms in the Declaration.

J Declarant previously executed and recorded the Supplement to Declaration of Covenants, Conditions, and Restrictions for Farmington Ranches Subdivision Phase 1 Adding Farmington Ranches Subdivision Phase 3 dated May 31, 2002 (the "Second Supplement"), which Second Supplement was recorded in the official records of Davis County, State of Utah on June 12, 2002, as Entry Number 1761083 in Book 3063 at Page 386. Capitalized terms not specifically defined herein have the meaning ascribed to such terms in the Declaration.

K Declarant previously executed and recorded the Supplement to Declaration of Covenants, Conditions, and Restrictions for Farmington Ranches Subdivision Phase 1 Adding Farmington Ranches Subdivision Phase 4, dated May 6, 2003 (the "Third Supplement"), which Third Supplement was recorded in the official records of Davis County, State of Utah on May 21, 2003, as Entry Number 1868727 in Book 3295 at Page 551. Capitalized terms not specifically defined herein have the meaning ascribed to such terms in the Declaration.

L. Declarant previously executed and recorded the Supplement to Declaration of Covenants, Conditions, and Restrictions for Farmington Ranches Subdivision Phase 1 Adding Farmington Ranches Subdivision Phase 5, dated August 28, 2003 (the "Fourth Supplement"), which Fourth Supplement was recorded in the official records of Davis County, State of Utah on September 24, 2004, as Entry Number 1913711 in Book 3381 at Page 419. Capitalized terms not specifically defined herein have the meaning ascribed to such terms in the Declaration

M. Declarant previously executed and recorded the Supplement to Declaration of Covenants, Conditions, and Restrictions for Farmington Ranches Subdivision Phase 1 Adding Farmington Ranches East Subdivision dated April 26, 2004 (the "Fifth Supplement"), which Fifth Supplement was recorded in the official records of Davis County, State of Utah on June 25, 2004, as Entry Number 1997594 in Book 3569 at Page 616. Capitalized terms not specifically defined herein have the meaning ascribed to such terms in the Declaration.

N. Declarant previously recorded the First Amendment to Declaration of Protective Covenants, Conditions, and Restrictions for Farmington Ranches Subdivision in the official records of Davis County, State of Utah on October 29, 2001 as Entry Number 1698935 in Book 2914 at Page 348.

O Pursuant to Article X of the Declaration, Declarant reserved the right to expand the Project by submitting certain Additional Land to the Declaration. Farmington Ranches East is a part of the Additional Land.

P. Pursuant to Section 10.3 of the Declaration, Declarant desires to expand the Project by adding Farmington Ranches Phases 7A and 7B Subdivisions to the Project and to subject Farmington Ranches Phases 7A and 7B Subdivisions to the Declaration with this Sixth 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 Farmington Ranches Phases 7A and 7B Subdivisions and that Farmington Ranches Phases 7A and 7B, from and after the recording of this Sixth Supplement, shall be a part of the Project.

2 Declarant also declares that Farmington Ranches Phases 7A and 7B Subdivisions 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 Farmington Ranches Phases 7A and 7B Subdivisions only, Sections 8.1, 8.3, 8.12, 8.27 and 8.30 of the Declaration are added, amended and/or restated in their 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 written approval of the Architectural Control Committee (Committee). No areas known as wetlands shall ever be disturbed. Notwithstanding the foregoing, on Lots where Class B animals are permitted pursuant to Section 8.12, one out building for not more than 1 or 2 Class B animals may be permitted subject to the prior written approval of the Committee, which shall have the authority to approve building size and materials for such out buildings that are different than those stated herein for the principal residence.

a Size Requirements 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 with a minimum of 1,200 finished square feet of floor area on the main floor above finished grade. Tri-level homes shall have a minimum of 2,400 finished square feet with 1,200 square feet of floor area above finished grade. No split entry homes are permitted. The calculation of square footage of any style shall exclude garages, porches, verandas, patios, basements, porches, eaves, overhangs and steps. Any square footage with any portion thereof beneath the finished 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

b. Basements. No basements are permitted in Phases 7A and 7B. However, owners of lots 714, 715, 716 and 717 in Phase B may build habitable floor areas above the higher of 4218' elevation or Natural grade. Declarant hereby informs owners of Lots 714, 715, 716 and 717 that water tables are high and sewer lines are shallow and building at 4218' or natural grade may not be feasible or advisable. Lot owner(s) may, at their own expense, conduct studies on individual lots to determine the viability and advisability of building. If owners determine that construction at 4218' or natural grade is feasible, the lowest floor level shall be no lower than 4218' elevation or natural grade. Lot owner(s) assume all risks associated with the construction including, but not limited to, potential flooding or other damage due to high water table. By building any portion of a home below top back of curb, lot owner(s) waive any and all claims against and agree to indemnify and hold harmless Boyer Wheeler Farm, L.C., The Boyer Company L.C. and/or any of their respective affiliates from any damage or claim arising from construction of a basement or any other improvement below top back of curb. If owners build below top back of curb as provided herein then homes may be three, versus the normal two, levels but must still comply with paragraph 8.15 Building Height Requirements.

c. Construction. Housing construction costs must be a minimum of \$125,000, excluding lot, loan costs, and closing.

d. Exterior Material. Exterior material on the home shall consist of brick, rock, stucco, or a combination of the three. Aluminum soffit and fascia is acceptable. No aluminum or wood exterior siding homes shall be permitted in Phases 7A and 7B with the exception of a masonite type material in combination with brick, rock and/or stucco if approved by the Committee. All exterior materials and colors are to be specified on plans and submitted along with samples for approval by the Committee. All exterior material colors shall be earth tone. No flat roofs shall be permitted in the project.

e. Final Grades. No foundation may exceed eighteen (18) inches in height of exposed concrete, including porches, stairs or any other protrusion out of the ground. Lot owner(s) are responsible to backfill to meet this requirement.

f. Lot Grading and Drainage. Lot owner shall be responsible, at their sole cost, to grade their lot to comply with the overall grading and drainage plan, as approved and accepted by Farmington City. Said grading may include, but not be limited to;

i. Surface drainage - Lot owner must grade lots according to overall grading plan including drainage swales as shown.

ii. Building Pad - Lot owners shall be responsible to import, grade and compact material so that the floor slab of a structure shall be at a minimum elevation of 4218' to avoid the 100 year Flood Hazard Area. Compaction must meet city requirements.

iii. Drainage to the Street - If required by Farmington City, or desired by lot owner, lot owners shall be responsible to grade lots to drain towards the street.

8.3 Construction Quality, Size and Cost. The existing sentence in Paragraph 8.3 that reads: "Pitched roofs shall be at least 4/12 and no greater than 10/12" shall be replaced with an

entirely new sentence that reads: "Pitched roofs shall be at least 4/12 pitch and no greater than 12/12". The existing reference in Paragraph 8.3 to "\$80,000" shall be replaced with \$125,000". The existing sentence in Paragraph 8.3 that reads: "All exterior material shall be new, except pre-approved used brick, and consist of brick, rock, stucco, vinyl siding or combustion approved in writing by the Architectural Control Committee" shall be replaced with existing new sentence that reads, "All exterior material shall be new, except pre-approved used brick, and consist of brick, rock, stucco or combination approved in writing by the Architectural Control Committee."

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 29 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 7A may have not more than two (2) "Class B" large animals (horses). 709, 710 and 711. The following lots within Phase 7B may have not more than one (1) "Class B" large animal (horse): 715 and 716. Neither horses nor "Class B" animals shall be permitted on any other Lots within Phases 7A and 7B.

8.27 Power Lines. The following sentence shall be added to the beginning of paragraph 8.27: "Lots 712, 713, 714, 717 and 718 in Phase 7B are encumbered by easements pursuant to which overhead existing high voltage transmission lines and poles are located on the Lots."

8.30 100 Year Flood Hazard Area. As more particularly identified in the Phase 7A and 7B Plats, all or part of the Lots 709, 710 and 711 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. Lots 709, 710, and 711 are located within an area having zone designation of "C" and "A" by the Secretary of Housing and Urban Development on Flood Insurance Rate Map No. 490038-0160B, with a date of revision of December 14, 2001 (letter of map change 01-08-304P-490038) for Community number 0038, in Davis County, State of Utah, which is the current flood insurance rate map on record with the Federal Emergency Management Agency.

Lots 709, 710, and 711 fall partially within Flood Zone "A", as shown on the Plat. Final habitable floor elevations for all homes shall be located outside of FEMA Flood Zone "A" with a minimum habitable floor elevation of 4218.0 feet based on a FEMA Reference Mark RM-10

NGVD29 as reflected on LOMR dated December 14, 2001 FIRM Map No 490038 0160 B, LOMR Case No. 01-08-304P, RM-10 with an elevation of 4312.737 feet is a U.S. Coast and Geodetic Survey standard disk, stamped "P91 1553", set in top of a concrete post, 1.5 miles southeast along Union Pacific Railroad from crossing at 200 North at Kaysville, 208 5 feet northeast and across highway from railroad tracks.

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. Common Area Maintenance. The Homeowners' Association shall be responsible for the maintenance of Parcel 7A, Parcel 7B, Parcel 7C and Parcel 7D as shown on the Farmington Ranches Phases 7A and 7B plats, which parcels shall be Common Area Maintenance shall include, but not be limited to, keeping the area free of trash and other debris, periodic spraying of broadleaf weed killer, and cutting vegetation as required under Farmington City Ordinance and/or other public safety requirements. In the event that the Homeowners' Association fails to maintain the property as prescribed herein, the individual property Owners shall be responsible for the Maintenance of the Common Area.

4. The Declarant hereby agrees that, at or before its conveyance of the first Lot in Farmington Ranches Phases 7A and 7B, it shall convey good and marketable title to the Common Area shown on the Farmington Ranches Phases 7A and 7B Plats to the Association by Quit Claim 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).

5. The Declarant hereby reserves those rights-of-ways and easements as are shown on the Farmington Ranches Phases 7A and 7B Plats 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 Farmington Ranches Phases 7A and 7B Plat and the Declaration.

Executed by Declarant on this 2nd day of June 2005.

“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: [Signature]

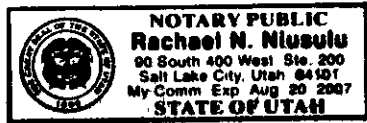
Manager

NOTARIES:

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

On this 2nd day of June, 2005, personally appeared before me Steven B. Ostler, who being by me duly sworn, did say that he is a 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:

8-20-07

[Signature]  
Notary Public  
Residing at Salt Lake City

EXHIBIT "A"

Lots 701 through 711, inclusive, and PARCELS, 7A, 7B, 7C, 7D and 7E, FARMINGTON RANCHES PHASE 7A SUBDIVISION, Farmington City, Davis County, Utah, according to the official plat thereof.

08-362-0701 through 08-362-0715

Lots 712 through 720, inclusive, FARMINGTON RANCHES PHASE 7B SUBDIVISION, Farmington City, Davis County, Utah, according to the official plat thereof.

08-363-0712 through 08-363-0720