

08-362-0001-0040
08-365-0001-0065
08-366-0001-0051

+248
20
268
6

2205234
BK 4126 PG 185

WHEN RECORDED RETURN TO:
Farmington Development Corporation
8438 South Gad Way
Sandy, Utah 84093

RETURNED
SEP 27 2006

E 2205234 B 4126 P 185-190
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/27/2006 09:08 AM
FEE \$268.00 Pgs: 6
DEP RT REC'D FOR FARMINGTON DEVELOPMENT CORP

08-392-0001-0098

**THIRD SUPPLEMENT AND AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
FARMINGTON CROSSING ON SPRING CREEK POND,
An Expandable Utah Planned Unit Development**

THIS THIRD SUPPLEMENT AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FARMINGTON CROSSING ON SPRING CREEK POND is made and executed by FARMINGTON DEVELOPMENT CORPORATION, a Utah Corporation, whose principal address is 8438 South Gad Way, Sandy, Utah 84093 (hereinafter referred to as the "Declarant").

RECITALS

Whereas, the original Declaration of Covenants, Conditions, and Restrictions was recorded in the office of the County Recorder of Davis County, Utah on the 6th day of May, 2005 as Entry No. 2071653 in Book 3783 at Page 639 of the Official Records of the County Recorder of Davis County, Utah (the "Declaration"), for Phase I of the Project which is described as "Farmington Crossing On Spring Creek Pond, Phase 1, a Planned Unit Development."

Whereas, the First Supplement and Amendment to 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 the 15th day of August, 2005 as Entry No. 2096923 in Book 3849 at Page 361 of the Official Records of the County Recorder of Davis County, Utah (the "First Supplemental Declaration"), for Phase II and Phase III of the Project which is described as "Farmington Crossing On Spring Creek Pond, Phase 2, a Planned Unit Development" and "Farmington Crossing On Spring Creek Pond, Phase 3, a Planned Unit Development."

Whereas, the Second Supplement and Amendment to 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 the 5th day of April, 2006 as Entry No. 2157971 in Book 4006 at Page 1132 of the Official Records of the County Recorder of Davis County, Utah (the "Second Supplemental Declaration"), for Phase IV of the Project which is described as "Farmington Crossing South, Phase 1, a Planned Unit Development".

Whereas, under Article III, Section 41 of the Declaration, while the Declarant is in control of the Association and prior to the termination of the Period of Declarant's Control, the

Declarant may amend the Declaration or Plat Map without any additional consent or approval required.

Whereas, Declarant desires to amend the provisions of the Declaration relating to leasing or renting of any Lot or Dwelling Unit in order for the Association to protect the equity of the individual property owners at the Project; carry out the purpose for which the Project was formed by preserving the character of the Project as a homogenous residential community of owner-occupied residences; and to comply with the conditions of the conditional use permit issued by the Farmington City Planning Commission for the initial phases of the Project and which conditions were reiterated for the succeeding phases of the Project.

Whereas, Declarant now intends that the following lease restrictions and limitations of Lot ownership shall become subject to the Declaration and applicable to all of the Property described in Exhibit "A" attached hereto and incorporated herein.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Lot Owners thereof, Declarant hereby executes this Third Supplement and Amendment to Declaration of Covenants, Conditions, and Restrictions for Farmington Crossing on Spring Creek Pond.

1. Lease Restrictions and Limitation of Lot Ownership. In order for the Association to protect the equity of the individual property owners at FARMINGTON CROSSING ON SPRING CREEK POND (the "Project"); carry out the purpose for which the Project was formed by preserving the character of the Project as a homogenous residential community of owner-occupied residences; and to comply with the conditions of the conditional use permit issued by the Farmington City Planning Commission for the initial phases of the Project and which conditions were reiterated for the succeeding phases of the Project, the following leasing and ownership restriction shall apply to all Lots:

(a) No Lots in the Project may be leased or occupied by non-Owner residents. All Lots in the Project must be Owner-occupied. For purposes of this section, the term "Owner-occupied" shall mean and refer to a Lot occupied by one of the following:

(1) The owner of record;

(2) The owner of record and/or his spouse, children, or parents; or

(3) The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner of record (provided, such person holds a beneficial interest in such legal entity of at least 50.0%) and/or his spouse, children or parents.

(b) Hardship Exception. The Committee, in its sole discretion, is empowered to allow reasonable leasing of Lots beyond the limitation set forth above upon written application to avoid undue hardship on an Owner. By way of illustration and not by limitations, examples of circumstances which would constitute undue hardship are those in which:

(1) An Owner must relocate his residence and cannot, within ninety (90) days from the date the Lot was placed on the market, sell the Lot while offering it for sale at a reasonable price no greater than its current appraised market value;

(2) The Owner dies and the Lot is being administered by his estate;

(3) The Owner takes a leave of absence or temporarily relocated and intends to return to reside in the Lot;

(4) The Lot is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents, and spouses;

(5) The Lot is owned or managed by a State or Federal funded affordable housing agency providing lease-to-own home ownership programs designed to facilitate home ownership for low-income families that might otherwise not qualify for buying a home.

Those Owners who have demonstrated that the inability to lease their Lot would result in undue hardship and have obtained the requisite approval of the Committee may lease their Lot for such duration as the Committee reasonably determines is necessary to prevent undue hardship.

(c) Application for Hardship Exception. Any Owner who believes that he must lease his Lot to avoid hardship shall submit a written application to the Committee setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Committee may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Committee's written approval of the Owner's application. When a lease is approved, a copy of the lease, signed by the lessee and lessor, shall be submitted to the Committee within ten (10) days after it has been signed by both parties.


(d) Grandfather Clause. Anything to the contrary notwithstanding, the foregoing restrictions shall not apply to the Lots (the "Grandfathered Lots") outlined on Exhibit "B" attached hereto and incorporated herein by this reference. The Grandfathered Lots may continue to be leased without being subject to the foregoing restrictions for so long as record title to said Lots remains vested in the name of the respective Owner(s) thereof (the "Grandfathered Owner(s)"). The term "Grandfathered Owner" shall include a succeeding "Trust" or other "Person" (i.e., natural person, corporation, partnership, limited liability company, trust or other legal entity) (the "Qualified Successor Owner(s)") in which the Grandfathered Owner or such Owner's spouse, son, daughter, father or mother holds a beneficial interest in such Qualified Successor Owner of at least fifty percent (50%). Upon the conveyance of the Grandfathered Lot by the Grandfathered Owner or Qualified Successor Owner, the said Lot shall immediately become subject to the restrictions set forth above. Any Owner leasing his Lot without employing the Manager to professionally manage the leasing of the Dwelling shall pay an Individual Assessment, in an amount to be determined on an annual basis by the Management Committee, which shall be due on the first day of each month for which the Lot is being leased.

2. Effective Date. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Davis County, Utah.

IN WITNESS WHEREOF, Declarant has executed this instrument the 18 day of September, 2006.

DECLARANT:

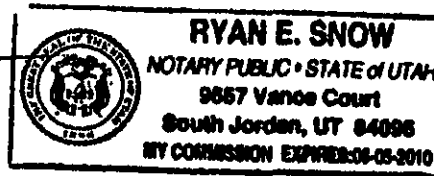
FARMINGTON DEVELOPMENT CORPORATION a Utah corporation


By: Bryson Garbett, President

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

On the 18 day of September, 2006 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 Company by authority of a resolution of its board of directors or its Articles of Incorporation, and said Bryson Garbett, duly acknowledged to me that said Company executed the same.


NOTARY PUBLIC



**Exhibit A
Legal Description**

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, a Planned Unit Development, according to the official plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

**Exhibit B
Grandfathered Lots**

<u>ADDRESS</u>	<u>LOT/UNIT NUMBER</u>
798 North Farmington Crossing	3-2
802 North Farmington Crossing	3-1
831 North Spring Pond Drive	6-2
837 North Spring Pond Drive	6-3
853 North Spring Pond Drive	15-2
860 North Shepard Creek Parkway	9-6
863 North Farmington Crossing	11-1
867 North Farmington Crossing	11-2
869 North Farmington Crossing	11-3
878 North Farmington Crossing	13-1
884 West Ibis Crossing	16-7
885 West Willow Bend Paseo	5-1
886 West Willow Bend Way	4-6
891 West Waterside Drive	24-3
893 North Farmington Crossing	12-2
897 West Willow Bend Paseo	5-4
903 West Waterside Drive	24-6
904 West Willow Bend Way	4-2
906 West Ibis Crossing	16-1
907 West Waterside Drive	24-7
912 North Shepard Creek Parkway	10-3
929 North Farmington Crossing	21-2
939 North Farmington Crossing	21-4
898 West Willow Bend Way	4-3
<i>896 Ibis Crossing</i>	<i>16-4</i>
<i>901 West Willow Bend Paseo</i>	<i>5-5</i>
<i>908 North Shepard Creek Parkway</i>	<i>10-4</i>