

AFTER RECORDING, RETURN TO:

Wooside Farmington Meadows, LLC
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North Salt Lake, UT 84054
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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
2/25/2010 10:20:00 AM
FEE \$66.00 Pgs: 8
DEP eCASH REC'D FOR US TITLE COMPANY OF UTAH

TAX ID: 08-427-0101 through 08-427-0138
TAX ID: 08-461-0201 through 08-461-0205

**SECOND CERTIFICATE OF AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FARMINGTON MEADOWS**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FARMINGTON MEADOWS ("Amendment") is made and executed as of February 16, 2010, by **Boyer Farmington Meadows, L.C.**, a Utah limited liability company and **Woodside Farmington Meadows, L.L.C.**, a Utah limited liability company (collectively, "Declarant").

RECITALS

A. Declarant is the Declarant under the Declaration of Covenants, Conditions and Restrictions for Farmington Meadows, recorded September 5, 2007, as Entry Number 303587 in Book Number 4360 on pages 485 through 524 through 1037 in the official records of Davis County ("Original Declaration"). An Amendment to the Original Declaration was recorded August 12, 2009 as Entry Number 2474779 in Book Number 4837 on pages 1031 through 1037 in the official records of Davis County ("First Amendment"). Capitalized terms used but not defined in this Amendment will have the respective meanings attributed to them in the Original Declaration or First Amendment. Original Declaration and First Amendment together shall be referred to as "Declaration."

B. The Declaration Encumbers certain real property located in Davis County, Utah, a legal description of which is attached to this Amendment as Exhibit A ("Property").

C. Under Section 10.3 of the Original Declaration, the Declaration may be amended with the approval of at least 67% of the votes entitled to be cast by the owners.

D. Declarant now desires to amend the Declaration as set forth in this Amendment, and this Amendment has been approved by the requisite number of votes.

AMENDMENT

1. Section 7.1 of the Declaration is hereby amended and restated in its entirety as follows:

7.1 Building Restrictions. For Lots 101 through 108, 130 through 138, and 201 through 225, the following building restrictions will apply:

**ACCOMMODATION
RECORDING ONLY
U.S. TITLE**

No Lot will be used except for residential purposes. No building will be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two stories in height and a private garage for two to four vehicles. Carports may not be built. The size requirements will be as follows:

Rambler-style houses will have a minimum of 1,000 finished square feet above finished grade. Two-story houses will have a minimum of 1,500 finished square feet above finished grade. Square footage of any style is excluding garages, porches, verandas, patios, basements, eaves, overhangs, and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Committee.

For Lots 109 through 129, the following building restrictions will apply:

No Lot will be used except for residential purposes. No building will be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two stories in height and a private garage for two to three vehicles. Carports may not be built. The size requirements will be as follows:

Rambler-style houses will have a minimum of 1,650 finished square feet of main floor area above finished grade, not counting the below-grade floor permitted on Lots 115, 116, 118, 119, 120, and 121. Two-story houses will have a minimum of 2,000 finished square feet of floor area above finished grade, not counting the below-grade floor permitted on Lots 118, 119, 120, and 121 (only two levels may be used to determine the 2,000 finished square feet and not all levels). No split entry homes are permitted. Square footage of any style is excluding garages, porches, verandas, patios, eaves, overhangs, and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Committee.

2. Section 7.25 of the Declaration is hereby amended and restated in its entirety as follows:

7.25 Basements. Due to shallow sewer depths resulting from potentially shallow ground water, basements are not permitted in the Development. The elevation of the lowest level (floor slab) of the home will be the higher of 4,218 feet (based on the North American Vertical Datum of 1988) or top back of curb. Notwithstanding the foregoing, the floor slab of homes constructed on Lots 115, 116, 118, 119, 120, and 121 may be placed at an elevation equal to the lowest level of natural grade on the individual Lots, as long as this elevation is at least 4,218 feet. To place the floor slab at a level equivalent to the lowest level of natural grade, the Owner must secure necessary approvals from the City. Lots 211, 212, 213, 214, and 215 may have daylight or walkout basements provide that the finish floor elevations meets the requirements of the soils report, the limitations of the sewer elevations, and follows the approved grading plan on file with Farmington City. Each Owner assumes all risks

associated with the construction of a structure below the top back of curb, including the risk of flooding due to a shallow water table, and ponding. Each Owner agrees to indemnify and hold harmless Farmington Meadows Homeowners Association, Inc., Woodside Farmington Meadows, L.C., The Boyer Company, L.C., and their respective managers, members, officers, directors, and affiliates from any damage or claim arising from the placement of a structure below the top back of curb.

3. Section 7.3 of the Declaration is hereby amended and restated in its entirety as follows:

7.3 Construction Quality, Size, and Cost.

For Lots 101 through 108, 130 through 138, and 201 through 225, the following construction quality, size, and cost specifications will apply:

The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. All structures constructed on the Lots will be of new materials, except pre-approved used brick, will be of good quality workmanship and materials, and will have a fair market value upon competition of at least \$100,000.00, excluding land value and closing fees. Only those exterior materials that blend harmoniously with the natural environment, with earth-toned colors, will be permitted. All exterior material must be new, except pre-approved used brick, and must consist of brick, rock, stucco, or combination approved in writing by the Committee. Masonite material (similar to HardiePlank) is permitted on the front and sides of the home if used in combination with a brick or rock wainscot and approved in writing by the Committee. Aluminum soffit and fascia is acceptable. No aluminum exterior siding homes will be permitted in the Development. No wood exterior siding will be permitted in the Development. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee. No pre-manufactured homes will be permitted. No flat roofs will be permitted in the Development without the prior written approval of the Committee. Pitched roofs will have a pitch of at least 4/12 and no greater than 12/12. A minimum width of 6 inches will be required on the fascia. All stacks and chimneys from fireplaces in which combustible materials other than natural gas are burned will be fitted with spark arresters. All Owners will strictly comply with all state laws and city ordinances pertaining to fire hazard control.

For lots 109 through 129, the following construction quality, size, and cost specifications will apply:

The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. All structures constructed on the Property will be of new materials, except pre-approved used brick, will be of good quality workmanship and materials, and will have a fair market value upon competition of at least \$150,000.00, excluding land value and closing

fees. Only those exterior materials that blend harmoniously with the natural environment, with earth-toned colors, will be permitted. All exterior material will be new, except pre-approved used brick, and consist of brick, rock, stucco, or combination approved in writing by the Committee. Masonite material (similar to HardiePlank) is permitted on the front and sides of the home if used in combination with a brick or rock wainscot and approved in writing by the Committee. Aluminum soffit and fascia is acceptable. No aluminum exterior siding homes will be permitted in the Development. No wood exterior siding will be permitted in the Development. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee. No pre-manufactured homes will be permitted. No flat roofs will be permitted in the Development without the prior written approval of the Committee. Pitched roofs will have a pitch of at least 6/12 and no greater than 12/12. A minimum width of 6 inches will be required on the fascia. All stacks and chimneys from fireplaces in which combustible materials other than natural gas are burned will be fitted with spark arresters. All Owners will strictly comply with all state laws and city ordinances pertaining to fire hazard control.

Declarant will be exempt from the requirements of this Section 7.3.

4. Section 7.5 of the Declaration is hereby amended and restated in its entirety as follows:

7.5 Building Setbacks. No building shall be located on any lot nearer to the front line than twenty (20) feet. Notwithstanding the foregoing, the minimum front yard setback for front-loaded garages shall be thirty (30) feet. On corner lots which have side yards that border a street, no building shall be located on that lot nearer to the side lot line than fifteen (15) feet. No building shall be located on any lot nearer to the rear lot line than thirty (30) feet. Rear setbacks for corner lots shall be Fifteen (15) when the lot contains no accessory building. On lots which have no side yard that borders a street, no building shall be located nearer than ten (10) feet from the lot line. These location and set backs shall be measured to the nearest project of encroachment or overhang of the building including roofs, soffits and fascias. If Farmington City Ordinances are more restrictive, then they shall govern.

5. The following Section is hereby added to Article 5 of the Declaration:

5.9 Transfer Fee. Upon the transfer, pledge, or alienation of a Unit, the Association shall charge a Transfer Fee against any new Owner, and his or her Unit, in an amount to be determined by the Board, and not to exceed Seventy Five percent (75%) of the Annual Assessment ("Transfer Fee"). The Transfer Fee will cover the costs to the Association of effectuating any such transfer of membership upon the books of the Association, to fund working capital needs of the Association, to perpetuate the reserve funds of the Association and or to reduce the Common Expenses of the Project. Subject to the terms of this Declaration, the use of any funds generated by the transfer fee shall be at the sole discretion of the Association.

[Signatures to Follow]

IN WITNESS WHEREOF, Declarant has executed this Declaration this 23 day of FEBRUARY, 2010.

BOYER FARMINGTON MEADOWS, L.C.,
a Utah limited liability company, by its Manger

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

By [Signature]

Name: Steven B. Ostler
Title: Manager

Woodside Farmington Meadows, LLC, a Utah limited
liability company,

By [Signature]

Jonathan D. Wardle, President

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

On the 23rd day of February, 2010, 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., the Manger of Boyer Farmington Meadows, L.C., a Utah limited liability company, and that the foregoing instrument was signed on behalf of the said company by authority of its organizational documents and that the company executed the same.

[SEAL]



[Signature]

Notary Public

IN WITNESS WHEREOF, Declarant has executed this Declaration this ____ day of _____, 2010.

BOYER FARMINGTON MEADOWS, L.C.,
a Utah limited liability company, by its Manger

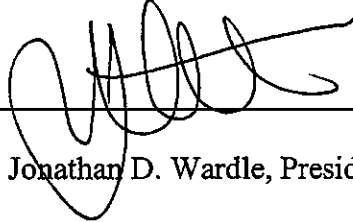
The Boyer Company, L.C.,
a Utah limited liability company

By _____

Name: _____

Title: Manager

Woodside Farmington Meadows, LLC, a Utah limited liability company,

By  _____
Jonathan D. Wardle, President

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

On the ____ day of February, 2010, personally appeared before me _____, who being by me duly sworn, did say that he is a Manager of The Boyer Company, L.C., the Manger of Boyer Farmington Meadows, L.C., a Utah limited liability company, and that the foregoing instrument was signed on behalf of the said company by authority of its organizational documents and that the company executed the same.

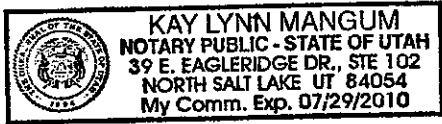
[SEAL]

Notary Public

STATE OF UTAH)
) SS:
COUNTY OF DAVIS)

On the 11th day of February, 2010, personally appeared before me Jonathan D. Wardle, who, being by me duly sworn, did say that he is the President of Woodside Farmington Meadows, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of the Company by authority of its Operating Agreement, and that the Company executed the same.

[SEAL]



[Handwritten Signature]

Notary Public

EXHIBIT A

Legal Description of the Property

Lots 101 through 138, inclusive, and Parcels A, C, E, F, and G, Farmington Meadows Phase 1 Subdivision, Davis County, Utah, according to the Official Plat Thereof, recorded August 29, 2007, as Entry Number 2301822, in Book Number 4356 on page 443 in the official records of Davis County.

Lots 201 through 205, inclusive, and parcels B and G, Farmington Meadows Phase 2 Subdivision, Davis County, Utah, according to the Official Plat Thereof, recorded November 9, 2009, as Entry Number 2492382, in Book Number 4898 on page 1554 in the official records of Davis County.