

151.00
/5

WHEN RECORDED, PLEASE RETURN TO:

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

RETURNED
JUN 12 2002

E 1761083 B 3063 P 386
SHERYL L. WHITE, DAVIS CNTY RECORDER
2002 JUN 12 1:03 PM FEE 151.00 DEP DJW
REC'D FOR BOYER WHEELER FARM LC

lots 3014 thru 423 +
Parcels A thru K
08-297-0301 thru
0434

**SECOND SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
FARMINGTON RANCHES SUBDIVISION PHASE 1
ADDING
FARMINGTON RANCHES SUBDIVISION PHASE 3**

This Second Supplement (the "Second Supplement") is made and executed this 31st day of May, 2002, 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 Phase 3 Subdivision ("Phase 3"), which property is more specifically shown on the plat thereof recorded 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"). The metes and bounds description of Phase 3 is set forth on Exhibit "A" of this Second 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 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.

E. 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.

F. 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.

G. Pursuant to Article X of the Declaration, Declarant reserved the right to expand the Project by submitting certain Additional Land to the Declaration. Phase 3 is a part of the Additional Land.

H. Pursuant to Section 10.3 of the Declaration, Declarant desires to expand the Project by adding Phase 3 to the Project and to subject Phase 3 to the Declaration with this Second 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 Phase 3 and that Phase 3, from and after the recording of this Second Supplement, shall be a part of the Project.

2. Declarant also declares that Phase 3 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 Phase 3 only, the following Sections of the Declaration are amended and restated in their entirety or, with respect to the following Section 8.1, added with respect to Phase 3:

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. Ramblers shall have a minimum of 1,200 finished square feet of floor area above finished grade; Two Stories shall have a minimum of 1,650 finished square feet of floor area above finished grade with a minimum of 900 square feet of floor area on the main floor above finished grade. No basements are permitted in the subdivision. No crawl space beneath existing grade is 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. Housing construction costs must be a minimum of \$80,000, excluding lot, loan costs, and closing. Exterior material shall consist of brick, rock, stucco, or a combination of the three on the front of the home. Vinyl siding is permitted only on the side and on the rear of the home. In addition, lots 301, 302, 303, 304, 305, 364, 366, 367,

368, 369, 373, 374, 391 and 392 shall be limited to masonry (rock, stucco or brick) or a combination of the three on the side and in the rear. Aluminum soffit and fascia is acceptable. No aluminum exterior siding homes shall be permitted in the Project. No wood exterior siding shall be permitted in the Project 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. No foundation may exceed eighteen (18) inches in height of exposed concrete, including porches, stairs or any other protrusion out of the ground.

3. The Declarant hereby agrees that, at or before its conveyance of the first Lot in Phase 3, it shall convey good and marketable title to the Common Areas shown on the Phase 3 Plat to the Association by warranty 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).

4. The Declarant hereby reserves those rights-of-ways and easements as are shown on the Phase 3 Plat 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 Phase 3 Plat and the Declaration.

Executed by Declarant on this 31~~st~~ day of May, 2002.

“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: 

H. Roger Boyer
Chairman and Manager

NOTARIES:

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

E 1761083 B 3063 P 389

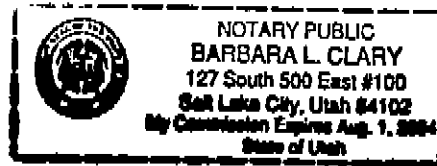
On this 30th day of May, 2002, personally appeared before me H. Roger Boyer, who being by me duly sworn, did say that he is the CHAIRMAN AND MANAGER of THE BOYER COMPANY, L.C., a Utah limited liability company and the MANAGER of BOYER WHEELER FARM, L.C., that the foregoing Supplement to Declaration of 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:

8/1/04

Barbara L. Clary
Notary Public
Residing at Salt Lake County



BOUNDARY DESCRIPTION

A parcel of land situate in the Northwest Quarter of Section 23, Township 3 North, Range 1 West, Salt Lake Base & Meridian, being more particularly described as follows.

Beginning at the Northeast corner of Farmington Ranches Phase 1 Subdivision as shown on the official plat thereof; said point being a found rebar and cap which is 784.17 feet North 00°09'05" West along the Section Line and 143.67 feet South 89°50'55" West from the Davis County monument found marking the Center of said Section 23, and running thence North 89°43'14" West 2271.20 feet, thence North 00°16'46" East 120.00 feet; thence North 21°45'33" East 1618.45 feet; thence North 39°15'01" East 281.74 feet to the Section Line, thence North 89°45'45" East 165.29 feet along Section Line; thence South 00°14'12" East 192.06 feet, thence North 89°45'48" East 1327.06 feet; thence South 00°01'36" West 1666.49 feet to the point of beginning.

Said tract of land contains 76.737 acres, as described, more or less