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WHEN RECORDED RETURN TO:

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JAMES R. BLAKESLEY
2595 E 3300 S
SLC UT 84109
BY: ZJM, DEPUTY - WI 11 P.

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS CONCERNING THE OLD FARM COMMUNITY

This Amendment to Declaration of Covenants, Conditions and Restrictions Concerning the Old Farm Community is made and executed by the Old Farm Home Owners Association, Inc., of 645 East 4065 South, Salt Lake City, UT 84107 (the "Association").

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions Concerning the Old Farm Community was recorded in the office of the County Recorder of Davis County, Utah on December 31, 1976 as Entry No. 2893199 in Book 4432 at Page 1371 of the official records (the "Declaration").

B. The Association is the managing agent of all of the owners of that certain real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. The Property is subject to the Declaration.

D. All of the voting requirements to amend the Declaration have been satisfied.

AMENDMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Property and the owners thereof, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Association hereby executes this Amendment to Declaration of Covenants, Conditions and Restrictions Concerning the Old Farm Community.

1. A separate Annual Meeting of the Old Farm Home Owners Association shall not be required unless mandated by¹:

a) The Board of Trustees; or

¹ The Wayland Station Association and the Lexington Village Association will continue to meet separately on at least an annual basis as they have since 1977.

b) The affirmative vote of at least a 2/3 majority of the unit ownership present in person or by proxy at a Special Meeting called for this purpose at which a quorum is present.

2. Cumulative voting will not be allowed on any matters of Association business, including elections.

3. The business and the affairs of the incorporated association shall be managed by a Board of Trustees composed of four (4) individuals ("Trustees"). Each and every Trustee shall be a natural person, a duly elected or appointed member of the Wayland Station Management Committee and the Lexington Village Management Committee, respectively, or their officially appointed representatives, consisting of:

a) Two (2) of the Trustees shall always be filled by the duly elected or appointed Chairpersons of the Wayland Station Management Committee and the Lexington Village Management Committee, respectively, or their officially appointed representatives; and

b) The other two (2) Trustees shall be filled as follows: One, by a member of the Wayland Station Management Committee and the other, by a member of the Lexington Village Management Committee, or their officially appointed representatives; and

c) The individuals eligible to serve as Trustees shall be selected by the Wayland Station Management Committee and the Lexington Village Management Committee; and

d) The President of the Association shall alternate each year between the Chairperson of the Lexington Village Management Committee and the Chairperson of the Wayland Station Management Committee, respectively, and his or her term shall commence beginning with the year in which he or she begins service as the Chairperson of the Wayland Station Management Committee or the Lexington Village Management Committee, respectively.

4. The appointment of officers of the incorporated association (e.g., President, Vice-President, Secretary, and Treasurer) shall take place at the first meeting of the Board of Trustees each year or as soon thereafter as is reasonably possible

5. Meetings of the Board of Trustees shall be determined by the President or a majority vote of the Trustees, provided, however, that all meetings shall require prior notice to all Trustees.

6. It shall be the duty of the Board of Trustees to cause to be kept a complete record of all its acts and corporate affairs and present a statement thereof to the unit owners at any special meeting when such statement is requested in writing by at least one half of all of the Wayland Station and Lexington Village unit owners who are entitled to vote.

7. If a notice is required, the Association, Board of Trustees, or President may give notice by any of the following means: U.S. Mail, its website, e-mail, text message, or other electronic medium; provided, however an Owner or Member may require a written notice hand

delivered or delivered by U.S. Mail by making a written request to the Association or Board of Trustees.


8. In the event of any conflict, incongruity, or inconsistency between the provisions of the Declaration and this Amendment, the latter shall in all respects govern and control.

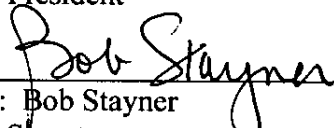
9. If any provision of this Amendment is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Amendment will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Amendment will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Amendment. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Amendment, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

10. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the Association has executed this instrument the 9th day of November, 2011.

OLD FARM HOME OWNERS ASSOCIATION, INC.

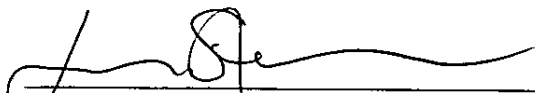
By: 
Name: Marty Madill
Title: President

By: 
Name: Bob Stayner
Title: Secretary

ACKNOWLEDGMENT

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

On the 9th day of November, 2011, personally appeared before me Marty Madill and Bob Stayner, known or identified to me to be the persons whose name is subscribed to the within instrument, who by me being duly sworn, did say that they are the President and Secretary, respectively, of the OLD FARM HOME OWNERS ASSOCIATION, INC., a Utah nonprofit corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its Articles of Incorporation and a resolution of its Board of Trustees, and said Marty Madill and Bob Stayner duly acknowledged to me that said corporation executed the same.



NOTARY PUBLIC

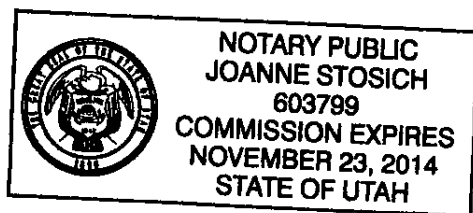


EXHIBIT "A"

LEGAL DESCRIPTION

The Property described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

**EXHIBIT A
(PHASE I)**

Beginning at a point North 89°58'25" West 62.00 feet and South 0°14'13" West 2577.49 feet and West 913.21 feet and North 175.705 feet and North 60°00' East 150.81 feet and South 86°00' East 47.54 feet from the Northeast corner Lot 10, Block 6, 10 Acre Plat "A" Big Field Survey, said point of beginning also being South 599.46 feet and West 568.43 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 86°00' West 37.54 feet; thence North 4°00' East 5.00 feet; thence South 86°00' East 37.54 feet; thence South 4°00' West 5.00 feet to the point of beginning.

EXCLUDING all presently existing or to be constructed or installed gas lines, electrical conduits, telephone lines, and related facilities which are located within the above-described Parcel.

RESERVING UNTO DEVELOPER, however, such easements and rights of ingress and egress over, across, through, and under the above-described Parcel and any improvements now or hereafter constructed thereon as may be reasonably necessary for Developer (in a manner which is reasonable and not inconsistent with the provisions of this Declaration, of any Map, or of any Declaration of Condominium related to a Map: (a) To construct Condominium Project(s) and to improve portions of the property within each Project with such structures and facilities designed for the use and enjoyment of Owners of Units within such Project as Developer may reasonably determine to be appropriate; (b) To improve the above-described Parcel with such structures and facilities (including, but not limited to, exercise paths and arterial roads) as Developer may reasonably determine to be appropriate; (c) To improve Parcels hereafter becoming a part of the Common Properties with such structures and facilities (including but not limited to, social center, pool, tennis courts, exercise paths and arterial roads) as Developer may reasonably determine to be appropriate; and (d) To develop and improve, as Developer may in its sole discretion determine to be appropriate, each and every portion of the Entire Tract, irrespective of whether or not the particular portion developed or improved constitutes or is to constitute a Parcel or a Project. If, pursuant to the foregoing reservations, the above-described Parcel or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the foregoing reservations shall, unless sooner terminated in accordance with their terms expire 30 years after which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALSO RESERVING such rights of ingress and egress over any roads comprising a part of the above-described Parcel as may be necessary to enable access to each and every portion of the Entire Tract, irrespective of whether or not the particular portion constitutes or is to constitute a Parcel or a Project.

FURTHER RESERVING unto the Developer (its successors, assigns, tenants and licensees) the perpetual easement to ride horses stabled on the real property hereinafter described (the Stables Property) on, across and through any and all areas of the Parcel known, existing, created, designated, or referred to as the "exercise paths". In connection with this reservation of easement, it is recognized that a reasonable assessment (mutually agreeable to the Association and the Developer) may be levied by the Association to clean the exercise paths made necessary by the presence of horses thereon. The Stable Property is particularly described as follows:

Beginning at a point at the Southwest corner of Lexington Village at Old Farm Project, said point being South 2576.90 feet and West 985.97 feet from the Northeast corner Lot 10, Block 6, 10 Acre Plat A, Big Field Survey, and running thence West 119.41 feet; thence North 1°18' West 257.49 feet; thence North 85°33' West 135.70 feet; thence North 3°00' West 93.35 feet; thence North 87°00' East 142.00 feet; thence North 3°00' West 42.00 feet; thence North 87°00' East 258.00 feet; thence South 25°00' East 43.00 feet; thence South 4°00' West 135.00 feet; thence North 86°00' West 10.00 feet; thence South 60°00' West 150.81 feet; thence South 175.705 feet to the point of beginning.

All of the foregoing is subject to: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authority; all instruments of record which affect the above-described Parcel or any portion thereof including all additions thereto, and also including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

parcels 22-06-226-003
22 06 226 005
16 31 476 024
16 31 476 019

**EXHIBIT A
(PHASE II)**

Parcel A (Lake Area):

Beginning at a point South 1751.97 feet and West 850.50 feet from the Northeast corner of Lot 10, Block 6, Ten Acre Plat "A", Big Field Survey, said point of beginning also being 21.79 feet South and West 611.10 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 64°30' East 41.80 feet; thence South 87°59'36" East 155.48 feet to a point of a curve to the right, the radius point of which is South 53°04'40" West 200.00 feet; thence Southeasterly along the arc of said curve 66.11 feet to a point of tangency; thence South 18°00' East 44.00 feet; thence South 20°44'10" East 30.335 feet; thence South 87°59'36" East 10.00 feet; thence South 6°33'40" East 53.83 feet; thence South 5°30' West 53.00 feet; thence South 11°00' West 24.50 feet; thence South 38°00' West 46.00 feet to the point of a 300.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 141.37 feet to a point of tangency; thence South 65°00' West 58.53 feet to the point of a 20.00 foot radius curve to the left, thence Southwesterly along the arc of said curve 21.29 feet to a point of tangency; thence South 4°00' West 129.85 feet; thence North 86°00' West 37.54 feet; thence North 4°00' East 135.00 feet; thence North 25°00' West 43.00 feet; thence South 87°00' West 258.00 feet; thence South 3°00' East 42.00 feet; thence South 87°00' West 140.98 feet; thence North 25°00' East 113.59 feet; thence North 43°00' East 33.00 feet; thence North 66°00' East 45.00 feet; thence North 75°00' East 77.00 feet; thence North 55°00' East 45.00 feet; thence North 45°00' East 115.00 feet; thence North 12°00' East 41.33 feet; thence North 30°00' East 174.10 feet to the point of beginning.

Excepting therefrom the following: Beginning at a point North 89°58'25" West 62.00 feet and South 0°14'13" West 1781.74 feet and North 87°59'36" West 288.11 feet and South 0°13' West 141.00 feet and North 87°59'36" West 362.80 feet from the Northeast corner Lot 10, Block 6, Ten Acre Plat "A", Big Field Survey, said point of beginning described in old deeds as being South 0°13' West 187.09 feet and North 87°59'36" West 362.80 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 87°59'36" West 55.00 feet; thence South 3°48'04" West 81.27 feet; thence South 69°00' East 66.50; thence North 5°30' East 49.00 feet; thence North 6°45'21" West 54.60 feet to the point of beginning.

Parcel B (Old Farm Road):

Beginning at a point on the West right of way line of 700 East Street, said point being North 89°58'25" West 62.00 feet and South 0°14'13" West 1796.065 feet from the Northeast corner of Lot 10, Block 6, Ten Acre Plat "A", Big Field Survey, said point of beginning also being South 66.38 feet and East 169.975 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 87°59'36" West 743.80 feet; thence North 64°30' West 349.80 feet; thence North 77°15' West 122.25 feet; thence West 232.18 feet; thence South 45°00' West 46.58 feet; thence North 0°03'15" West 132.00 feet; thence South 45°00' East 46.76 feet; thence East 251.83 feet; thence South 64°30' East 420.02 feet; thence South 71°23'16" East 40.05 feet; thence South 87°59'36" East 742.26 feet to the

West right of way line of 700 East Street; thence along said right of way line South $0^{\circ}14'13''$ West 50.02 feet to the point of beginning.

Parcel C (Community Center and Tennis Courts):

Beginning at a point which is South 1731.46 feet and West 512.365 feet from the Northeast corner of Lot 10, Block 6, Ten Acre Plat "A", Big Field Survey, said point of beginning also being South 1.83 feet and West 272.96 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North $87^{\circ}59'36''$ West 298.84 feet; thence North $71^{\circ}23'16''$ West 40.05 feet; thence North $1^{\circ}00'$ West 190.00 feet; thence North $53^{\circ}00'$ East 124.00 feet; thence South $67^{\circ}35'$ East 309.93 feet to a point of a curve to the right, the radius point of which is South $64^{\circ}26'31''$ West 63.50 feet; thence Southeasterly along the arc of said curve 70.44 feet to a point of a reverse curve to the left, the radius point of which is South $52^{\circ}00'$ East 182.00 feet; thence Southeasterly along the arc of said curve 111.83 feet to the point of beginning.

Parcel D (Old Farm Lane):

Beginning at a point North $89^{\circ}58'25''$ West 401.96 feet from the Northeast corner of Lot 10, Block 6, Ten Acre Plat "A", Big Field Survey and running thence South $0^{\circ}09'36''$ West 272.66 feet; thence North $89^{\circ}58'49''$ West 21.69 feet to a 185.00 foot radius curve to the right, the radius point of which is North $69^{\circ}37'52''$ West 185.00 feet; thence Southwesterly along the arc of said curve 54.51 feet to a point of a reverse curve to the left, the radius point of which is South $52^{\circ}45'$ East 371.00 feet; thence Southwesterly along the arc of said curve 180.76 feet to a point of a compound curve to the left, the radius point of which is South $80^{\circ}40'$ East 913.72 feet; thence Southwesterly along the arc of said curve 180.74 feet to a point of tangency; thence South $2^{\circ}00'$ East 108.63 feet to a 1035.00 foot radius curve to the left, the radius point of which is North $88^{\circ}00'$ East 1035.00 feet; thence Southeasterly along the arc of said curve 198.70 feet to a point of a compound curve to the left, the radius point of which is North $77^{\circ}00'$ East 215.00 feet; thence Southeasterly along the arc of said curve 45.65 feet to a point of a reverse curve to the right, the radius point of which is South $64^{\circ}50'$ West 265.00 feet; thence Southeasterly along the arc of said curve 116.40 feet to a point of tangency; thence South 272.95 feet to a 254.80 foot radius curve to the left, the radius point of which is East 254.80 feet; thence Southeasterly along the arc of said curve 137.86 feet to a point of a reverse curve to the right, the radius point of which is South $59^{\circ}00'$ West 113.50 feet; thence Southwesterly along the arc of said curve 136.68 feet to a point of a reverse curve to the left, the radius point of which is South $52^{\circ}00'$ East 132.00 feet; thence Southwesterly along the arc of said curve 80.42 feet; thence North $87^{\circ}59'36''$ West 50.01 feet to a 182.00 foot radius curve to the right, the radius point of which is South $87^{\circ}12'23''$ East 182.00 feet; thence Northeasterly along the arc of said curve 111.83 feet to a point of a reverse curve to the left, the radius point of which is North $52^{\circ}00'$ West 63.50 feet; thence Northeasterly along the arc of said curve 76.47 feet to a point of a reverse curve to the right, the radius point of which is North $59^{\circ}00'$ East 304.80 feet; thence Northwesterly along the arc of said curve 304.80 feet to a point of tangency; thence North 272.95 feet to a 215.00 foot radius curve to the left, the radius point of which is West 215.00 feet; thence Northwesterly along the arc of said curve 94.44 feet to a point of a reverse curve to the right, the radius point of which is North $64^{\circ}50'$ East 265.00 feet; thence Northwesterly along the arc of said curve 56.27 feet to a

point of a compound curve to the right, the radius point of which is North 77°00' East 1085.00 feet; thence Northwesterly along the arc of said curve 208.30 feet to a point of tangency; thence North 2°00' West 108.63 feet to a 963.72 foot radius curve to the right, the radius point of which is North 88°00' East 963.72 feet; thence Northeasterly along the arc of said curve 190.63 feet to a point of compound curve to the right, the radius point of which is South 80°40' East 421.00 feet; thence Northeasterly along the arc of said curve 205.13 feet to a point of a reverse curve to the left, the radius point of which is North 52°45' West 135.00 feet; thence Northeasterly along the arc of said curve 20.66 feet; thence South 89°58'49" East 6.01 feet; thence North 0°08'46" East 272.67 feet; thence South 89°58'25" East 70.52 feet to the point of beginning.

Description of Maintenance Yard:

Beginning at a point which is South 733.08 feet and West 891.29 feet from the Northeast corner of Lot 10, Block 6, Ten Acre Plat "A" Big Field Survey, said point of beginning also being North 997.10 feet and West 651.88 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 0°01'07" West 100.00 feet; thence North 89°58'53" West 100.00 feet; thence North 0°01'07" East 100.00 feet; thence South 89°58'53" East 100.00 feet to the point of beginning.

EXCLUDING all presently existing or to be constructed or installed gas lines, electrical conduits, telephone lines, and related facilities which are located within the above-described Parcel.

RESERVING UNTO DEVELOPER, however, such easements and rights of ingress and egress over, across, through, and under the above-described Parcels and any improvements now or hereafter constructed thereon as may be reasonably necessary for Developer (in a manner which is reasonable and not inconsistent with the provisions of this Declaration, of any Map, or of any Declaration of Condominium related to a Map): (a) To construct Condominium Project(s) and to improve portions of the property within each Project with such structures and facilities designed for the use and enjoyment of Owners of Units within such Project as Developer may reasonably determine to be appropriate; (b) To improve the above-described Parcels with such structures and facilities (including, but not limited to, exercise paths and arterial roads) as Developer may reasonably determine to be appropriate; and (c) To develop and improve, as Developer may in its sole discretion determine to be appropriate, each and every portion of the Entire Tract, irrespective of whether or not the particular portion developed or improved constitutes or is to constitute a Parcel or a Project. If, pursuant to the foregoing reservations, the above-described Parcels or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the foregoing reservations shall, unless sooner terminated in accordance with their terms expire 30 years after which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALSO RESERVING such rights of ingress and egress over any roads comprising a part of the above-described Parcels as may be necessary to enable access to each and every portion of the Entire Tract, irrespective of whether or not the particular portion constitutes or is to constitute a Parcel or a Project.

FURTHER RESERVING unto the Developer (its successors, assigns, tenants and licensees) the perpetual easement to ride horses stabled on the real property hereinafter described (the Stables Property) on, across and through any and all areas of the Parcels known, existing, created, designated, or referred to as the "bridle path." In connection with this reservation of easement, it is recognized that a reasonable assessment (mutually agreeable to the Association and the Developer) may be levied by the Association to clean the bridle paths made necessary by the presence of horses thereon. The Stable Property is particularly described as follows:

Beginning at a point at the Southwest corner of Lexington Village at Old Farm Project, said point being South 2576.90 feet and West 985.97 feet from the Northeast corner Lot 10, Block 6, 10 Acre Plat A, Big Field Survey, and running thence West 119.41 feet; thence North 1°18' West 257.49 feet; thence North 85°33' West 135.70 feet; thence North 3°00' West 93.35 feet; thence North 87°00' East 142.00 feet; thence North 3°00' West 42.00 feet; thence North 87°00' East 258.00 feet; thence South 25°00' East 43.00 feet; thence South 4°00' West 135.00 feet; thence North 86°00' West 10.00 feet; thence South 60°00' West 150.81 feet; thence South 175.705 feet to the point of beginning.

All of the foregoing is subject to: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authority; all instruments of record which affect the above-described Parcel or any portion thereof including all additions thereto, and also including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

Parcels 22-06-226-003
22 06 226 005
16 31 476 024
16 31 476 019