

146/7

When Recorded Return to:
Holmes Fairfield Crossing, LLC
126 W. Sege Lily Dr., Suite 250
Sandy, UT 84070

E 3271731 B 7555 P 198-204
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/16/2020 10:11 AM
FEE \$146.00 Pgs: 7
DEP RT REC'D FOR LAYTON CITY

**SUPPLEMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
FAIRFIELD SQUARE ①
(Phase 2)**

This SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FAIRFIELD SQUARE ("**Supplemental Declaration**") is executed and adopted by Holmes Fairfield Crossing, LLC, a Utah limited liability company ("**Declarant**").

10-345-0201 thru 0239
10-319-0101 thru 0130
RECITALS

A. This Supplemental Declaration shall modify and supplement the "Declaration of Covenants, Conditions and Restrictions for Fairfield Square" ("**Declaration**") recorded with the Davis County Recorder's Office on May 31, 2018 as Entry No. 3096348.

B. Holmes Fairfield Crossing, LLC is the Declarant as identified and set forth in the Declaration.

C. Fairfield Hansen Properties, LLC is the owner of the real property subject to this Supplemental Declaration as identified on Exhibit A attached hereto.

D. Under the terms of the Declaration, Declarant reserved the right to expand the Property by the addition of all or a portion of the Additional Land including but not limited to Additional Land described in the Declaration.

E. Declarant desires to add a portion of the Additional Land as hereinafter provided for.

F. Unless otherwise defined herein, all capitalized terms shall have the meaning defined in the Declaration.

ANNEXATION

NOW THEREFORE, in consideration of the recitals set forth above, the Declarant hereby declares and certifies as follows:

1. Annexation of Additional Land. Declarant hereby confirms that all of the real property identified on Exhibit A attached hereto, together with (i) all buildings, if any, improvements, and structures situated on or comprising a part of the above-described real

property, whether now existing or hereafter constructed; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said real property; and (iii) all articles of personal property intended for use in connection therewith (collectively referred to herein as the "**Subject Property**") is submitted to and properly annexed into the Declaration. The Subject Property shall hereinafter be held, transferred, sold, conveyed, and occupied subject to the terms, covenants, restrictions, easements, charges, assessments, and liens set forth in the Declaration and all supplements and amendments thereto.

2. Fairfield Square - Phase 2. The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of the Declaration, are more particularly set forth on the **Fairfield Square - Phase 2** subdivision plat, which plat shall be recorded with the County.

3. Submission. The Subject Property shall hereinafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration and all supplements and amendments thereto.

4. Membership. The Owner of each Lot or Parcel within the Subject Property shall be a member of the Fairfield Square Homeowners Association and shall be entitled to all benefits and voting rights of such membership as set forth in the Declaration.

5. Allocation of Assessments. Each Lot or Parcel within the Subject Property shall be apportioned a share of the Common Expenses of the Fairfield Square Homeowners Association and shall be liable for all Assessments levied by the Association as permitted under the Declaration.

6. Representations of Declarant. Declarant represents that the annexed real property is part of the Additional Land described in the Declaration.

7. Reservation of Declarant's Rights. Pursuant to the Declaration, all rights concerning the Project reserved to Declarant in the Declaration are hereby incorporated and reserved to Declarant with respect to the Subject Property. The exercise of Declarant's rights concerning such Subject Property shall be governed by the terms, provisions and limitations set forth in the Declaration.

8. Effective Date. This Supplemental Declaration shall take effect upon being recorded with the Davis County Recorder.

* * * *

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration this 25 day of Oct, 2019.

DECLARANT
HOLMES FAIRFIELD CROSSING, LLC
a Utah limited liability company

By: [Signature]
Name: DARON SMITH
Title: MANAGER

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On the 25 day of Oct, 2019, personally appeared before me Daron Smith who by me being duly sworn, did say that she/he is an authorized representative of Holmes Fairfield Crossing, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: [Signature]



IN WITNESS WHEREOF, the owner of the Subject Property has executed this Supplemental Declaration this 15 day of July ~~2020~~ 2019, and consents to its recording.

SUBJECT PROPERTY OWNER
FAIRFIELD HANSEN PROPERTIES, LLC
a Utah limited liability company

By: [Signature]
Name: John W. Hansen
Title: MANAGER

STATE OF UTAH)
COUNTY OF WEBER)

On the 15 day of July 2020 ~~2019~~, personally appeared before me John W. Hansen who by me being duly sworn, did say that she/he is an authorized representative of Fairfield Hansen Properties, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: [Signature]

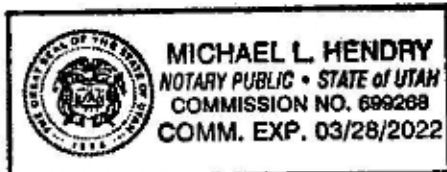


EXHIBIT A
SUBJECT PROPERTY/ADDITIONAL LAND
(Legal Description)

All of **Fairfield Square - Phase 2**, according to the official plat on file in the office of the Davis County Recorder.

201 233
Including Lots ~~220~~ through ~~260~~

More particularly described as:

A part of the Northeast Quarter of Section 21, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Layton City, Davis County, Utah:

Beginning at the Southwest Corner of Fairfield Square - Phase 1, said point being on the Westerly Right-of-Way Line of Fairfield Road (850 East) being 204.25 feet North 89°23'40" West along the Quarter Section Line and 235.61 feet South 0°48'00" West along said Westerly Right-of-Way Line from the Northeast Corner of said Section 21; and running thence South 0°48'00" West 181.03 feet along said Right-of-Way Line; thence North 89°23'40" West 571.97 feet; thence North 0°00'40" West 176.01 feet to the Southerly Line of Fairfield Square - Phase 1, Layton City, Davis County, Utah; thence seven (7) courses along said Southerly Line as follows: (1) South 89°23'40" East 160.34 feet; (2) North 0°36'16" East 15.96 feet; (3) South 89°23'40" East 225.81 feet; (4) South 0°06'48" West 24.31 feet; (5) South 89°12'00" East 45.07 feet; (6) North 0°48'00" East 14.01 feet; and (7) South 89°12'00" East 143.00 feet to Said Westerly Right-of-Way Line and the Point of Beginning.

Contains 2.407 Acres, More or Less

WHEN RECORDED RETURN TO:

Holmes Fairfield Crossing, LLC
126 W. Sege Lily Dr., Suite 250
Sandy, UT 84070

NOTICE OF REINVESTMENT FEE COVENANT

(Fairfield Square Homeowners Association)

Pursuant to Utah Code § 57-1-46(6), the Fairfield Square Homeowners Association ("**Association**") hereby provides this Notice of Reinvestment Fee Covenant which burdens all of the real property described in Exhibit A (the "**Burdened Property**"), attached hereto, which is subject to the Declaration of Covenants, Conditions, and Restrictions for Fairfield Square recorded with the Davis County Recorder on May 31, 2018 as Entry No. 3096348, and any amendments or supplements thereto (the "**Declaration**").

The Reinvestment Fee Covenant requires, among other things, that upon the transfer of any of the Burdened Property subject to the Declaration, the transferee, other than the Declarant, is required to pay a reinvestment fee as established by the Association's Board of Directors in accordance with Section 5.20 of the Declaration, unless the transfer falls within an exclusion listed in Utah Code § 57-1-46(8). In no event shall the reinvestment fee exceed the maximum rate permitted by applicable law.

BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS, AND TITLE COMPANIES owning, purchasing, or assisting with the closing of a Burdened Property conveyance within **Fairfield Square** that:

1. The name and address of the beneficiary of the Reinvestment Fee Covenant is:

Fairfield Square Homeowners Association
126 W. Sege Lily Dr., Suite 250
Sandy, UT 84070

2. The burden of the Reinvestment Fee Covenant is intended to run with the Burdened Property and to bind successors in interest and assigns.

3. The existence of this Reinvestment Fee Covenant precludes the imposition of any additional Reinvestment Fee Covenant on the Burdened Property.

4. The duration of the Reinvestment Fee Covenant is perpetual. The Association's members, by and through a vote as provided for in the amendment provisions of the Declaration, may amend or terminate the Reinvestment Fee Covenant.

5. The purpose of the Reinvestment Fee is to assist the Association in covering the costs of: (a) common planning, facilities and infrastructure; (b) obligations arising from an environmental covenant; (c) community programming; (d) resort facilities; (e) open space; (f) recreation amenities; (g) common expenses of the Association; or (h) funding Association reserves.

6. The fee required under the Reinvestment Fee Covenant is required to benefit the Burdened Property.

IN WITNESS WHEREOF, the Declarant has executed this Notice of Reinvestment Fee Covenant on behalf of the Association on the date set forth below, to be effective upon recording with the Davis County Recorder.

DATED this 25 day of Oct, 2019.

DECLARANT
HOLMES FAIRFIELD CROSSING, LLC
a Utah limited liability company,

By: [Signature]

Its: MANAGER

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On the 25 day of Oct, 2019, personally appeared before me Daron Smith who by me being duly sworn, did say that she/he is an authorized representative of Holmes Fairfield Crossing, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



[Signature]
Notary Public

EXHIBIT A
[Legal Description]

All of **Fairfield Square - Phase 1**, according to the official plat on file in the office of the Davis County Recorder.

Including Lots 1 through 27

Parcel IDs: 103190101 through 103190127 $\frac{1}{27}$

More particularly described as: 10-319-0128 TO 0130

A part of the Northeast Quarter of Section 21, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Layton City, Davis County, Utah.

Beginning at a point on the South line of Gordon Avenue being, 360.60 feet North 89°23'40" West along the Section line and 39.36 feet South 0°08'48" West from the Northeast Corner of said Section 21, and running thence South 0°06'48" West 176.24 feet; thence South 89°53'12" East 153.78 feet to the West line of Fairfield Road; thence South 0°48'00" West 21.33 feet along said West line; thence North 89°12'00" West 143.00 feet; thence South 0°48'00" West 14.01 feet; thence North 89°12'00" West 45.07 feet; thence North 0°08'48" East 24.31 feet; thence North 89°23'40" West 225.81; thence South 0°36'18" West 15.96 feet; thence North 89°23'40" West 160.34 feet; thence North 0°00'40" West 207.64 feet to the South line of Gordon Avenue; thence two (2) courses along said South line as follows: (1) South 89°23'40" East 396.94 feet; and (2) South 74°52'31" East 25.36 feet to the point of beginning.

Contains: 2.005 acres

All of **Fairfield Square - Phase 2**, according to the official plat on file in the office of the Davis County Recorder.

Including Lots ~~228~~²⁰¹ through ~~260~~²³³

More particularly described as:

A part of the Northeast Quarter of Section 21, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Layton City, Davis County, Utah:

Beginning at the Southwest Corner of Fairfield Square - Phase 1, said point being on the Westerly Right-of-Way Line of Fairfield Road (850 East) being 204.25 feet North 89°23'40" West along the Quarter Section Line and 235.61 feet South 0°48'00" West along said Westerly Right-of-Way Line from the Northeast Corner of said Section 21; and running thence South 0°48'00" West 181.03 feet along said Right-of-Way Line; thence North 89°23'40" West 571.97 feet; thence North 0°00'40" West 176.01 feet to the Southerly Line of Fairfield Square - Phase 1, Layton City, Davis County, Utah; thence seven (7) courses along said Southerly Line as follows: (1) South 89°23'40" East 160.34 feet; (2) North 0°36'16" East 15.96 feet; (3) South 89°23'40" East 225.81 feet; (4) South 0°06'48" West 24.31 feet; (5) South 89°12'00" East 45.07 feet; (6) North 0°48'00" East 14.01 feet; and (7) South 89°12'00" East 143.00 feet to Said Westerly Right-of-Way Line and the Point of Beginning.

Contains 2.407 Acres, More or Less