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The Boyer Company  
Attn: Richard Moffat  
90 South 400 West, Suite 200  
Salt Lake City, Utah 84101

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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
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REC'D FOR FARMINGTON CITY CORP

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

*Farmington Ranches East  
08-331-001 thru 006  
Plats: CA Ranches*

This Fifth Supplement (the "Fifth Supplement") is made and executed this 26<sup>th</sup> day of APRIL, 2004, 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 East Subdivision ("Farmington Ranches East"), which property is more specifically shown on the plat thereof recorded in the official records of Davis County, State of Utah, on June 25, 2004 as Entry Number 1997591 in Book 3569 at Page 575 (the "Farmington Ranches East"). The metes and bounds description of Farmington Ranches East is set forth on Exhibit "A" of this Fifth 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 recorded that certain plat of subdivision known as Farmington Ranches Phase 3 Subdivision 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").

E. Declarant previously recorded that certain plat of subdivision known as Farmington Ranches Phase 4 Subdivision in the official records of Davis County, State of Utah, on May 3, 2003, as Entry Number 1868726 in Book 3295 at Page 552 (the "Phase 4 Plat").

F. Declarant previously recorded that certain plat of subdivision known as Farmington Ranches Phase 5 Subdivision in the official records of Davis County, State of Utah, on September 24, 2003, as Entry Number 1913710 in Book 3381 at Page 418 (the "Phase 5 Plat").

G. 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.

H. 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.

I. 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 3 dated May 31, 2002 (the "Second Supplement"), which Second Supplement was recorded in the official records of Davis County, State of Utah on June 12, 2002, as Entry Number 1761083 in Book 3063 at Page 386. Capitalized terms not specifically defined herein have the meaning ascribed to such terms in the Declaration.

J. 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 4, dated May 6, 2003 (the "Third Supplement"), which Third Supplement was recorded in the official records of Davis County, State of Utah on May 21, 2003, as Entry Number 1868727 in Book 3295 at Page 551. Capitalized terms not specifically defined herein have the meaning ascribed to such terms in the Declaration.

K. 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 5, dated August 28, 2003 (the "Fourth Supplement"), which Fourth Supplement was recorded in the official records of Davis County, State of Utah on September 24, 2004, as Entry Number 1913711 in Book 3381 at Page 419. Capitalized terms not specifically defined herein have the meaning ascribed to such terms in the Declaration.

L. 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.

M. Pursuant to Article X of the Declaration, Declarant reserved the right to expand the Project by submitting certain Additional Land to the Declaration. Farmington Ranches East is a part of the Additional Land.

N. Pursuant to Section 10.3 of the Declaration, Declarant desires to expand the Project by adding Farmington Ranches East to the Project and to subject Farmington Ranches East to the Declaration with this Fifth 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 Farmington Ranches East and that Farmington Ranches East, from and after the recording of this Fifth Supplement, shall be a part of the Project.

2. Declarant also declares that Farmington Ranches East 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 Farmington Ranches East only, the following Sections of the Declaration are amended and restated in their entirety or, with respect to the following Section 8.1 and 8.3, added with respect to Farmington Ranches East:

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.

a. Size Requirements. 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 finished square feet of floor area on the main floor above finished grade. Tri-level homes shall have a minimum of 1,650 finished square feet with 1,200 square feet of floor area above finished grade. No split entry homes are 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.

b. Basements. Declarant hereby informs all lot owners that water tables in the Project are high and that basement construction may not be feasible or advisable. Lot owners may, at their own expense, conduct studies on individual lots to determine the viability and advisability of a basement. If owners determine that a basement is feasible, the lowest floor of the basement shall be no lower than four feet below top back of curb. Lot owner(s) assume all risks associated with the construction of a basement including, but not limited to, potential flooding or other damage due to high water table. By building any portion of a home below top back of curb, lot owner(s) waive any and all claims against and agree to indemnify and hold harmless Boyer Wheeler Farm, L.C., The Boyer Company, L.C. and/or any of their respective affiliates from any damage or claim arising from construction of a basement.

c. Construction. Housing construction costs must be a minimum of \$100,000, excluding lot, loan costs, and closing.

d. Exterior Material. Exterior material on the home shall consist of brick, rock, stucco, or a combination of the three. Aluminum soffit and fascia is acceptable. No aluminum or wood 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.

e. Final Grades. No foundation may exceed eighteen (18) inches in height of exposed concrete, including porches, stairs or any other protrusion out of the ground. Ramblers must backfill around the front and sides to twenty four (24) inches below the main level. Tri-level homes must backfill around the front and the sides to eighteen (18) inches below the middle level.

Lot owners shall be responsible to finish grade their lot per the grading and drainage plan, as approved and accepted by Farmington City.

8.3 Construction Quality, Size and Cost. The existing sentence in Paragraph 8.3 that reads: "Pitched roofs shall be at least 4/12 and no greater than 10/12" shall be replaced with an entirely new sentence that reads: "Pitched roofs shall be at least 4/12 pitch and no greater than 12/12".

3. Common Area Fencing. No permanent fencing shall be constructed or allowed in Parcel E, as shown on the recorded plat, unless approved by the Architectural Control Committee and Farmington City.

4. Common Area Maintenance. The Homeowners' Association shall be responsible for the maintenance of Parcel A, Parcel B, Parcel C, Parcel D and Parcel E as shown on the Farmington Ranches East plat. Farmington City shall be responsible for the maintenance of Parcel F. Maintenance shall include keeping the area free of trash and other debris, periodic spraying of broadleaf weed killer, and cutting vegetation as required under Farmington City Ordinance and/or other public safety requirements. In the event that the Homeowners' Association fails to maintain the property as prescribed herein, the individual property owners' shall be responsible for the Maintenance of the Common Area.

5. The Declarant hereby agrees that, at or before its conveyance of the first Lot in Farmington Ranches East, it shall convey good and marketable title to the Common Areas shown on the Farmington Ranches East Plat to the Association by Quit Claim 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).

6. The Declarant hereby reserves those rights-of-ways and easements as are shown on the Farmington Ranches East 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 Farmington Ranches East Plat and the Declaration.

Executed by Declarant on this 26<sup>th</sup> day of APRIL, 2004.

"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: [Signature]

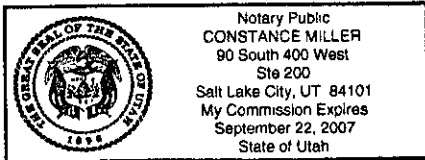
Manager

NOTARIES:

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

On this 26 day of April, 2004, personally appeared before me STEVEN B. OSTLER, who being by me duly sworn, did say that he is the 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:

9-22-2007

Constance Miller  
Notary Public  
Residing at Salt Lake County

**EXHIBIT "A"**

**BOUNDARY DESCRIPTION**

**Farmington Ranches East Subdivision**

Beginning at a point that is South 00°09'05" East 861.42 feet (along the center of section line) from the North Quarter Corner of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running thence South 89°23'47" East 788.40 feet to the west right of way line of the old Denver & Rio Grande Railroad; thence South 34°42'05" East 1226.12 feet along said right of way to the north right of way line of Clark Lane; thence along said north right of way of Clark Lane the following three courses, thence North 89°47'21" West 59.90 feet; thence North 89°23'11" West 1423.92 feet to the center of section line, thence North 89°23'11" West 77.88 feet to the east right of way line of 1525 West Street, thence North 00°01'53" East 1000.82 feet along said east right of way, thence South 89°23'47" East 74.69 feet to the point of beginning.

Contains 27.86 acres, 55 Lots