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

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/15/2007 3:48:00 PM
FEE \$101.00 Pgs: 9
DEP eCASH REC'D FOR BONNEVILLE SUPERIOR TITLE

08-415+lots

**EIGHTH SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
FARMINGTON RANCHES SUBDIVISION PHASE 1
ADDING
FARMINGTON RANCHES PHASE 8 SUBDIVISION**

This Eighth Supplement (the "Eighth Supplement") is made and executed this 20 day of FEBRUARY, 2007, 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 8 Subdivision ("Phase 8"), which property is more specifically shown on the plats thereof recorded in the official records of Davis County, State of Utah, on 3/7/2007, ~~2006~~ as Entry Number 22503166 in Book 4234 at Page 557 (the "Phase 8 Plat"). The metes and bounds description of Farmington Ranches Phase 8 is set forth on Exhibit "A" of this Eighth 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 recorded that certain plat of subdivision know as Farmington Ranches East Subdivision 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 Plat").

H. Declarant previously recorded those certain plats of subdivision known as Farmington Ranches Phases 7A and 7B Subdivision in the official records of Davis County, State of Utah, on May 31, 2005 as Entry Number 2077389 in Book 3798 at Page 688 and Entry Number 2077390 in Book 3798 at Page 689 (The "Phase 7A and 7B Plats").

I. Declarant previously recorded those certain plats of subdivision know as Farmington Ranches Phase 6 Subdivision in the official records of Davis County, State of Utah, on January 10, 2006 as Entry Number 1675524 in Book 3947 at Page 198 (The "Phase 6 Plat").

J. 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.

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 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.

L. 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.

M. 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.

N. 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

O. Declarant previously executed and recorded the Supplement to Declaration of Covenants, Conditions, and Restrictions for Farmington Ranches Subdivision Phase 1 Adding Farmington Ranches East Subdivision dated April 26, 2004 (the "Fifth Supplement"), which Fifth Supplement was recorded in the official records of Davis County, State of Utah on June 25, 2004, as Entry Number 1997594 in Book 3569 at Page 616. Capitalized terms not specifically defined herein have the meaning ascribed to such terms in the Declaration.

P. Declarant previously executed and recorded the Supplement to Declaration of Covenants, Conditions, and Restrictions for Farmington Ranches Subdivision Phases 7A and 7B Subdivisions Adding Farmington Ranches Subdivision Phases 7A and 7B dated June 2, 2005 (the "Sixth Supplement"), which Sixth Supplement was recorded in the official records of Davis County, State of Utah on June 6, 2004, as Entry Number 2078878 in Book 3802 at Page 560-567. Capitalized terms not specifically defined herein have the meaning ascribed to such terms in the Declaration.

Q. 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.

R. Declarant previously executed and recorded the Supplement to Declaration of Covenants, Conditions, and Restrictions for Farmington Ranches Subdivision Phase 1 Adding Farmington Ranches Phase 6, Dated January 9, 2006 (the "Seventh Supplement"), which Seventh Supplement was recorded in the official records of Davis County, State of Utah on January 10, 2006 as Entry Number 2135987 in Book 3947 at Page 199. Capitalized terms not specifically defined herein have the meaning ascribed to such terms in the Declaration.

S. Pursuant to Article X of the Declaration, Declarant reserved the right to expand the Project by submitting certain Additional Land to the Declaration. Phase 8 is a part of the Additional Land.

T. Pursuant to Section 10.3 of the Declaration, Declarant desires to expand the Project by adding Farmington Ranches Phase 8 Subdivision to the Project and to subject Farmington Ranches Phase 8 Subdivision to the Declaration with this Eighth 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 Phase 8 Subdivision and that Farmington Ranches Phase 8, from and after the recording of this Eighth Supplement, shall be a part of the Project.

2. Declarant also declares that Farmington Ranches Phase 8 Subdivision 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 Phase 8 Subdivision only, Sections 8.1, 8.3, 8.12, 8.30, 8.31 of the Declaration are added, amended and/or restated in their entirety as follows:

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 1,650 finished square feet of floor area above finished grade; Two Stories shall have a minimum of 2,400 finished square feet of floor area above finished grade with a minimum of 1,200 finished square feet of floor area on the main floor above finished grade. Tri-level homes shall have a minimum of 2,400 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. No basements are permitted in Phase 8. Basements shall not be constructed on lots in this subdivision plat due to shallow sewer depths resulting from potentially shallow ground water. Lowest level elevation shall be the higher of 4218.00 or top back of curb. Lot owner(s) assume all risks associated with the construction 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, low 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 or any other improvement below top back of curb.

c. Construction. Housing construction costs must be a minimum of \$125,000, 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 on the front of the home. Vinyl siding is permitted only on the side and rear of the home. Aluminum soffit and fascia is acceptable. No aluminum or wood exterior siding homes shall be permitted in Phase 8 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. Lot owner(s) are responsible to backfill to meet this requirement.

f. Lot Grading and Drainage. Lot owner shall be responsible, at their sole cost, to grade their lot to comply with the overall grading and drainage plan, as approved and accepted by Farmington City. All or part of the Lots 801-818, 822-841, 855 and 856 lie within a flood hazard area as described in the document entitled "Department of Housing and Urban Development, Federal Insurance Administration - Special Flood Hazard Area Maps," as amended from time to time. The Flood Plain is addressed in Section 8.3 of this document. Said grading may include, but not be limited to;

i. Surface drainage - Lot owner must grade lots according to overall grading plan including drainage swales as shown.

ii. Lowest Level - Lot owners shall be responsible to import, grade and compact material so that the floor slab of a structure shall be at a minimum elevation of 4218' or the same elevation of the TBC, which ever is higher.

iii. Drainage to the Street - If required by Farmington City, or desired by lot owner, lot owners shall be responsible to grade lots to drain towards the street.

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". The existing reference in Paragraph 8.3 to "\$80,000" shall be replaced with \$125,000". The existing sentence in Paragraph 8.3 that reads: "All exterior material shall be new, except pre-approved used brick, and consist of brick, rock, stucco, vinyl siding or combination approved in writing by the Architectural Control Committee" shall be replaced with existing new sentence that reads, "All exterior material shall be new, except pre-approved used brick, and consist of brick, rock, stucco or combination approved in writing by the Architectural Control Committee."

8.12 Animals. The Association is committed to the preservation and protection of native animal wildlife which may from time to time wander onto and through the Property. Such wildlife shall not be fed or hunted within the Project. Except as specifically provided herein, no animal, bird, fowl, poultry, or livestock of any kind shall be raised, bred, or kept on any Lot except that domestic dogs (a maximum of two), cats, and other household pets may be permitted by the Association as long as they are maintained in accordance with this Declaration and any additional rules and regulations imposed by the Association and are not a nuisance or kept, bred, or maintained for any commercial purposes. No dog shall be allowed to roam unattended on the Project. All dogs going outdoors must be on a leash under the direct supervision and control of the Owner or confined to a dog run or kennel on the Owner's Lot. The manner and location of all dog runs or kennels must be approved by the Committee.

Each Owner, by acceptance of the deed to such Owner's Lot, acknowledges that they are moving into an area where there are property owners have or will have rights to maintain large "Class B" (see Chapter 29 of the Farmington City Zoning Ordinance) animals on their properties and that a primary objective of the Project's development is to protect said property rights. Each Owner understands and agrees not to oppose or seek to otherwise limit such animal property rights. Additionally, each Owner or prospective Owner understands that the area is subject to normal every day sounds and odors and all other aspects associated with said animal lifestyle. The following Lots within Phase 8 may have not more than two (2) "Class B" large animals (horses): 801, 802, 803, 804, 805, 806, 807, 808, 808, 809, 810, and 811. The following lots within Phase 8 may have not more than one (1) "Class B" large animal (horse): 869, 868, 867, 866, 865, 864, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828. Neither horses nor "Class B" animals shall be permitted on any other Lots within Phase 8.

8.30 100 Year Flood Hazard Area. As more particularly identified in the Phase 8 Plat, all or part of the Lots 801-818, 822-841, 855 and 856 lie within a flood hazard area as described in the document entitled "Department of Housing and Urban Development, Federal Insurance Administration - Special Flood Hazard Area Maps," as amended from time to time. Lots 801-818,

822-841, 855 and 856 are located within an area having zone designation of "A" by the Secretary of Housing and Urban Development on Flood Insurance Rate Map No. 490038-0160B, with a date of revision of December 14, 2001 (letter of map change 01-08-304P-490038) for Community number 0038, in Davis County, State of Utah, which is the current flood insurance rate map on record with the Federal Emergency Management Agency.

Lots 801-818, 822-841, 855 and 856 fall entirely or partially within Flood Zone "A", as shown on the Plat. Final habitable floor elevations for all homes shall be located outside of FEMA Flood Zone "A" with a minimum habitable floor elevation of 4218.0 feet based on a FEMA Reference Mark RM-10 NGVD29 as reflected on LOMR dated December 14, 2001 FIRM Map No. 490038 0160 B, LOMR Case No. 01-08-304P, RM-10 with an elevation of 4312.737 feet is a U.S. Coast and Geodetic Survey standard disk, stamped "P91 1553", set in top of a concrete post, 1.5 miles southeast along Union Pacific Railroad from crossing at 200 North at Kaysville, 208.5 feet northeast and across highway from railroad tracks.

Each Owner acknowledges, by acceptance of the deed to its Lot, that it has been fully advised regarding the existence and potential hazards associated with such flood hazard area and assumes all risks arising out of or related to the flood hazard area and waives, releases and forever discharges, for itself and all others claiming by, through or under such Owner, any and all claims and actions against Declarant and/or The Boyer Company, L.C. and their respective members, managers, officers, partners, employees and agents that in any way arise out of or in connection with the flood hazard area and the location of the foregoing Lots within such area.

Owners of lots 801-818, 822-841, 855 and 856 may apply to have their home removed from FEMA Flood Zone "A" by completing and submitting for a Letter of Map Revision Based on Fill (LOMR-F) which has been prepared previously, as well as associated fees and documentation. To assist in the preparation of the LOMR-F, a previously prepared CLOMR-F is available by contacting FEMA at (877) 336-2627 or writing Federal Emergency Management Agency, 3601 Eisenhower Avenue, Suite 130, Alexandria, VA 22304-6439. The Case Number for the previously prepared CLOMR-F is 06-08-B396C.

8.31 United States Drain Easement. As more particularly identified in the Phase 8 Plat, the United States through the Bureau of Reclamation, Department of Interior or "United States", and Weber Basin Water Conservancy District "The District", have an easement to construct, reconstruct, operate, and maintain the Farmington Area Drains and appurtenant structures. The Drain Easement of the prior rights of the United States encumbers lots 812, 857-863, and lots 870-873.

Owners of lots 812, 857-863, and lots 870-873 are informed that no pipeline or conduit shall be constructed within the Drain Easement, except where necessary to cross the Drains and in such event the crossing shall provide a minimum vertical clearance of 18 inches between such pipeline or conduit and Drain. Any utility crossings must be submitted to Reclamation and the District for approval.

Owners of lots 812, 857-863, and lots 870-873 acknowledge that any increase in the costs to reconstruct, operate, maintain, inspect, or repair the Drains and appurtenant structures which result from the construction of homes, physical structures, landscaping, or installation of utilities shall be paid by the Owner or its successors in interest of the lot, utility, home, structure, or improvement which causes the increased cost. The increased costs shall constitute a lien on the applicable lot(s) until paid.

Owners of lots 812, 857-863, and lots 870-873 agree that forty-eight (48) hours prior to excavation for construction of any home or improvements on the said lots, the location of said homes or improvements shall be staked in the field and the United States and The District shall be notified to permit inspection and approval to avoid any encroachment on the Drain Easement.

The owners of lots 812, 857-863, and lots 870-873 agree to indemnify and hold the United States and the District harmless against all claims of every character arising out of or in connection with the construction, operation, inspection, or maintenance of the subdivision lots, improvements, and utilities, and the owners of lots 812, 857-863, and lots 870-873 further agree to release the United States and the District, as well the Declarant and/or The Boyer Company, L.C. and their respective members, managers, officers, partners, employees and agents from all claims for damage to the subdivision lots, improvements, or utilities, which may hereafter result from the construction, operation, or maintenance of the Drains or any other works for facilities of the Weber Basin Project or any other United States or District project. Nothing herein shall be deemed to increase the liability of the United States beyond the provision of the Federal Tort Claims Act, Act of June 25, 1994, 62 Stat. 989 (28 U.S.C §1346(b), 2671 et seq.) or other applicable law.

3. Common Area Maintenance. The Homeowners' Association shall be responsible for the maintenance of Parcel 8A and Parcel 8B as shown on the Farmington Ranches Phase 8 plat, which parcels shall be Common Area. Maintenance shall include, but not be limited to, 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.

4. The Declarant hereby agrees that, at or before its conveyance of the first Lot in Farmington Ranches Phase 8, it shall convey good and marketable title to the Common Area shown on the Farmington Ranches Phase 8 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).

5. The Declarant hereby reserves those rights-of-ways and easements as are shown on the Farmington Ranches Phase 8 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 Phase 8 Plat and the Declaration.

Executed by Declarant on this 20 day of FEBRUARY ⁰⁷ 2006.

“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: 
STEVEN B. OSTER
Manager

NOTARIES:

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 20th day of Feb., 2007, personally appeared before me STEVEN B. OSTER, who being by me duly sworn, did say that he is a 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:

8-20-07


Notary Public
Residing at Salt Lake City

Exhibit "A"

All of Lot's 801 through 874, inclusive, and Parcel's 8A and 8B, FARMINGTON RANCHES PHASE 8 SUBDIVISION, Farmington City, Davis County, Utah, according to the official plat thereof.

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