

Recorded at the Request of and
After Recording Mail to:
SEGO VENTURES #5, LC
Attn: Wayne H. Corbridge
1028 East 140 North
Lindon, UT 84042

Record Against the Real Property
Described on Exhibit A, Parcel Nos.:
08-687-0176 through 08-687-0208,
08-692-0101 through 08-692-0133,
08-692-0207 through 08-692-0211, and
08-692-0218 through 08-692-0231.
168570 -MMU

**AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FARMINGTON STATION TOWNHOMES
HOMEOWNERS ASSOCIATION**

This Amendment to Declaration of Covenants, Conditions, and Restrictions for Farmington Station Townhomes Homeowners Association (this "**Amendment**") is made on the date stated below by Segos Ventures #5, LC ("**Declarant**").

RECITALS

A. On January 31, 2023, Declarant recorded a plat for Segos Homes at Station Park Phase 1 ("**Phase 1 Plat**") with the Davis County Recorder's office as Entry No. 3516039.

B. On January 31, 2023, Declarant recorded the Declaration of Covenants, Conditions and Restrictions for Farmington Station Townhomes Homeowners Association (the "**Enabling Declaration**") with the Davis County Recorder's office as Entry No. 3516040.

C. On October 24, 2023, Declarant recorded the Declaration of Annexation and Supplemental Declaration for Farmington Station Townhomes Association (the "**Supplemental Declaration**") with the Davis County Recorder's office as Entry No. 3548505.

D. On October 24, 2023, Declarant recorded a plat map for Segos Homes at Station Park Phase 2 Phase (the "**Phase 2 Plat**") with the Davis County Recorder's office as Entry No. ~~3548504~~ 3548504

E. This Amendment is adopted to modify, update, and amend certain provisions of the Enabling Declaration as amended by the Supplemental Declaration, which collectively are referred to hereinafter as the "**Declaration**".

F. All capitalized terms, unless specifically defined herein, shall have the meanings given them in the Declaration.

G. This Amendment affects the real property located in Davis County, State of Utah, described with particularity on **Exhibit A**, attached hereto and incorporated herein by reference.

H. Se-go Ventures #5, LC is the Declarant of the Project and is vested with those certain Declarant rights set forth in the Declaration.

I. Section 11.1(b) of the Declaration further grants the Declarant the authority to unilaterally amend the Declaration. This Amendment modifies and amends Section 6.14 of the Declaration and the reinvestment fee covenant contained therein.

J. All remaining provisions of the Declaration and other governing documents of the Association not specifically amended in this Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this Amendment and the other provisions of the Declaration, the provisions of this Amendment shall govern and control.

K. This Amendment shall take effect upon the date it is recorded in the records of the Davis County Recorder. All Lots in the Project shall be held, sold, and conveyed subject to the Declaration as amended by this Amendment.

AMENDMENT

Section 6.14 of the Declaration is deleted in its entirety and replaced with the following:

6.14 Amounts Due on Transfer of Lot; Reinvestment Fee Covenant and Assessment. In addition to all other Assessments charged by the Association pursuant to the Governing Documents, each time legal title to a Lot passes (or is conveyed) from one Owner to another, a reinvestment fee (the "Reinvestment Fee Assessment") shall be charged to the new Lot Owner and due to the Association. The Reinvestment Fee Assessment shall be paid to the Association within thirty (30) days of the recording date of document filed with the Davis County Recorder's office showing the change to the legal title Owners of the Lot.

(a) The Reinvestment Fee Assessment shall be in the amount of: (i) 0.35% of the final sales price of the Lot (including all improvements thereon); or (ii) such other amount determined by the Declarant during the Declarant Control Period (as set forth in Section 7.1 of the Declaration) or by the Board, pursuant to resolution, after the Turnover Meeting. In accordance with Utah Code § 57-1-46(1)(i), the reinvestment fee Assessment shall be charged and used for one or more of the following: (i) common planning, facilities, and infrastructure; (ii) obligations arising from an environmental covenant; (iii) community programming; (iv) resort facilities; (v) open space; (vi) recreation amenities; (vii) charitable purposes; or (viii) Association expenses as provided for in Utah Code § 57-1-46(1)(a). The Association may assign any administrative portion of the Reinvestment Fee Assessment directly to the Association's Manager.

(b) Pursuant to Utah Code § 57-1-46(5), the Reinvestment Fee Assessment shall not exceed one-half percent (0.5%) of the fair market value of the Lot, plus all improvements thereon. When the seller is a financial institution, the Reinvestment Fee Assessment shall be limited to the

costs directly related to the transfer of the Lot, not to exceed Two Hundred and Fifty Dollars (\$250.00).

(c) In accordance with Utah Code § 57-1-46(8), the Reinvestment Fee Assessment may not be enforced upon: (i) an involuntary transfer; (ii) a transfer that results from a court order; (iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; or (iv) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution.

(d) The Association has the authority to: (i) record any separate Notice of Reinvestment Fee Covenant or other notice required by law to effectuate the Reinvestment Fee Assessment; and (ii) adopt any Rules and Regulations, as necessary, to charge and collect the Reinvestment Fee Assessment.

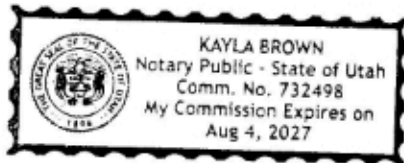
IN WITNESS WHEREOF, the Declarant, through its undersigned authorized agent, executes this Amendment on the 14th day of December, 2023.

Declarant: **SEGO VENTURES #5, LC**


By: Wayne H. Corbridge, Managing Member

STATE OF UTAH)
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County of Salt Lake)

On this 14 day of December, 2023, personally appeared before me Wayne H. Corbridge, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is the Managing Member of Segos Ventures #5, LC, and that he executed the foregoing document on behalf of said company being authorized and empowered to do so by the operating agreement of said company or resolution of its managers, and he acknowledged before me that such company executed the same for the uses and purposes stated therein.



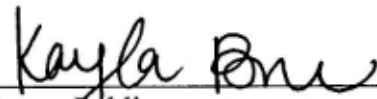

Notary Public

EXHIBIT A

(Legal Description)

Sego Homes at Station Park Phase 1 (a/k/a North Farmington Station - Phase 1)

A parcel of land, situate in the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Farmington, Utah, more particularly described as follows:

Beginning at a point being North 00°20'03" West 837.79 feet along the quarter-section line and East 419.81 feet from the South Quarter Corner of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian (NAD83 bearing being North 00°00'16" East along the quarter line between the South Quarter and the Center of said Section 14 per the Davis County Township Reference Plat); and running thence North 00°21'58" East 20.00 feet; thence South 89°38'13" East 1.29 feet; thence Northeasterly 16.64 feet along the arc of a 10.00 foot radius curve to the left (center bears North 00°21'47" East and the chord bears North 42°40'54" East 14.79 feet with a central angle of 95°21'47"); thence North 05°00'00" West 138.54 feet; thence Northerly 16.10 feet along the arc of a 172.00 foot radius curve to the right (center bears North 95°00'00" East and the chord bears North 02°19'07" West 16.09 feet with a central angle of 05°21'47"); thence North 00°21'47" East 106.51 feet; thence Northwesterly 38.48 feet along the arc of a 24.50 foot radius curve to the left (center bears North 89°38'13" West and the chord bears North 44°38'13" West 34.65 feet with a central angle of 90°00'00"); thence North 00°21'47" East 28.75 feet; thence South 89°38'19" East 250.01 feet; thence Northerly 9.43 feet along the arc of a 231.50 foot radius curve to the left (center bears South 79°35'12" West and the chord bears North 11°33'50" West 9.43 feet with a central angle of 02°20'03"); thence Northerly 61.36 feet along the arc of a 268.50 foot radius curve to the right (center bears North 77°16'09" East and the chord bears North 05°11'02" West 61.23 feet with a central angle of 13°05'38"); thence North 00°21'47" East 180.44 feet; thence Northwesterly 38.48 feet along the arc of a 24.50 foot radius curve to the left (center bears North 89°38'13" West and the chord bears North 44°38'07" West 34.65 feet with a central angle of 89°59'47") to the Southerly Right-of-Way line of Burke Lane; thence South 89°38'07" East 86.00 feet along said Southerly Right-of-Way line; thence Southwesterly 38.48 feet along the arc of a 24.50 foot radius curve to the left (center bears South 00°21'47" West and the chord bears South 45°21'47" West 34.65 feet with a central angle of 90°00'00"); thence South 00°21'47" West 180.44 feet; thence Southerly 52.91 feet along the arc of a 231.50 foot radius curve to the left (center bears South 89°38'13" East and the chord bears South 06°11'02" East 52.79 feet with a central angle of 13°05'38"); thence Southerly 61.36 feet along the arc of a 268.50 foot radius curve to the right (center bears South 77°16'09" West and the chord bears South 06°11'02" East 61.23 feet with a central angle of 13°05'38"); thence South 00°21'47" West 319.08 feet; thence North 89°38'13" West 37.00 feet; thence Northwesterly 38.48 feet along the arc of a 24.50 foot radius curve to the left (center bears North 89°38'13" West and the chord bears North 44°38'13" West 34.65 feet with a central angle of

90°00'00"); thence North 89°38'13" West 162.96 feet; thence South 71°16'45" West 21.16 feet; thence North 89°38'13" West 19.67 feet to the point of beginning.

Contains 101,372 square feet or 2.327 acres and 31 Units.

Parcel ID Nos.: 08-687-0176 through 08-687-0208.

Sego Homes at Station Park Phase 2

A parcel of land, situate in the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Farmington, Utah, more particularly described as follows:

Beginning at a point on the Easterly Right-of-Way line of 1525 West Street, said point being North 00°20'03" West 1,008.59 feet along the quarter-section line and East 17.54 feet from the South Quarter Corner of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian (NAD83 bearing being North 00°00'16" East along the quarter line between the South Quarter and the Center of said Section 14 per the Davis County Township Reference Plat); and running thence along said Easterly Right-of-Way line the following two (2) courses: (1) Northwesterly 148.16 feet along the arc of a 761.00 feet radius curve to the right (center bears North 78°52'41" East and the chord bears North 05°32'40" West 147.93 feet with a central angle of 11°09'18"); (2) North 00°01'59" East 304.33 feet to the Southerly Right-of-Way line of Burke Lane; thence South 89°38'13" East 333.94 feet along said Southerly Right-of-Way line; thence South 00°21'47" West 275.00 feet; thence South 89°38'19" East 60.42 feet; thence South 00°21'47" West 28.75 feet; thence Southeasterly 38.48 feet along the arc of a 24.50 feet radius curve to the right (center bears South 00°21'47" West and the chord bears South 44°38'13" East 34.65 feet with a central angle of 90°00'00"); thence South 00°21'47" West 106.51 feet; thence Southerly 16.10 feet along the arc of a 172.00 feet radius curve to the left (center bear's South 89°38'13" East and the chord bears South 02°19'07" East 16.09 feet with a central angle of 05°21'47"); thence South 05°00'00" East 4.60 feet; thence South 88°17'04" West 91.16 feet; thence North 89°38'13" West 26.00 feet; thence North 00°21'47" East 12.14 feet; thence Northwesterly 38.48 feet along the arc of a 24.50 feet radius curve to the left (center bears North 89°38'13" West and the chord bears North 44°38'13" West 34.65 feet with a central angle of 90°00'00"); thence North 89°38'13" West 237.46 feet; thence Southwesterly 43.40 feet along the arc of a 24.50 feet radius curve to the left (center bears South 00°21'47" West and the chord bears South 39°37'14" West 37.94 feet with a central angle of 101°29'06") to the point of beginning.

Contains 156,172 square feet or 3.585 acres, 43 Townhome Units and 1 Parcel.

**Parcel ID Nos.: 08-692-0101 through 08-692-0133,
08-692-0207 through 08-692-0211, and
08-692-0218 through 08-692-0231.**