

E 3578801 B 8540 P 235-238  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
7/11/2024 10:12 AM  
FEE 122.00 Pgs: 4  
DEP LL REC'D FOR FARMINGTON  
CITY

**Record Against the Real Property  
Described on Exhibit A**

After Recording Mail to:  
SEGO VENTURES #5, LC  
Attn: Spencer D. Corbridge  
1028 East 140 North  
Lindon, UT 84042

**DECLARATION OF ANNEXATION  
AND  
SECOND SUPPLEMENTAL DECLARATION  
FOR  
FARMINGTON STATION TOWNHOMES ASSOCIATION  
(Phase 3)**

100-204-0134-0175  
0212-0219  
This Declaration of Annexation and Second Supplemental Declaration for Farmington Station Townhomes Association (and Segos Homes at Station Park Subdivision) (this "**Second Supplemental Declaration**") is made on the date stated below by Segos Ventures #5, LC ("**Declarant**").

**RECITALS**

A. On January 31, 2023, Segos Ventures #5, LC 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, Segos Ventures #5, LC recorded the Declaration of Covenants, Conditions and Restrictions for Farmington Station Townhomes Homeowners Association (the "**Declaration**") with the Davis County Recorder's office as Entry No. 3516040.

C. On August 7, 2023, Segos Ventures #5, LC recorded a plat for Segos Homes at Station Park Phase 2 ("**Phase 2 Plat**") with the Davis County Recorder's office as Entry No. 3548505.

D. On October 24, 2023, Segos Ventures #5, LC recorded the Declaration of Annexation and Supplemental Declaration for Farmington Station Townhomes Homeowners Association related to Phase 2 of the development (the "**Phase 2 Declaration**") with the Davis County Recorder's office as Entry No. 3548505.

E. On February 14, 2024, Segos Ventures #5, LC recorded an amended plat for Segos Homes at Station Park Phase 2 ("**Phase 2 Amended Plat**") with the Davis County Recorder's office as Entry No. 3560721.

F. Segos Ventures #5, LC is the Declarant of the Project and is vested with those certain Declarant rights set forth in the Declaration.

G. Section 7.5 of the Declaration grants the Declarant the authority to expand the Project to include additional land.

H. Section 7.7 of the Declaration provides that the Project may be expanded through recording a declaration of annexation identifying the additional land to be included into the Project

and a plat identifying the additional phase(s) and creating the additional lots to be included in the Project. This Supplemental Declaration constitutes the declaration of annexation required under Section 7.7 of the Declaration.

I. Section 11.1(b) of the Declaration further grants the Declarant the authority to unilaterally amend the Declaration. This Supplemental Declaration supplements and amends the Declaration, as necessary, to annex in the additional land and incorporate the changes set forth herein.

J. Relatively contemporaneously with the recording of this Second Supplemental Declaration in the records of the Davis County Recorder, Declarant recorded, or will record, a plat map for Segó Homes at Station Park Phase 3 (the "**Phase 3 Plat**").

K. The legal description of the land included within the Phase 3 Plat is set forth on **Exhibit A**, attached hereto and incorporated herein by reference. This Second Supplemental Declaration affects the real property identified and described on **Exhibit A**.

L. In accordance with the Declarant's rights set forth in the Declaration, Declarant hereby designates and annexes the real property for the Segó Homes at Station Park Phase 3 as identified and described on **Exhibit A**. With the land identified on **Exhibit A** (and the Phase 3 Plat) being annexed into the Project, such land, Lots, and improvements thereon are made part of the Farmington Station Townhomes development.

M. This Second Supplemental Declaration shall be recorded against the real property identified on **Exhibit A**, and such real property is further subject to the terms, provisions, covenants, conditions, restrictions, and easements set forth in the Declaration, as such document may be amended and supplemented from time to time.

NOW THEREFORE, Declarant hereby declares and provides as follows:

**I. DEFINITIONS.** Unless otherwise set forth in this Second Supplemental Declaration, capitalized terms used in this Second Supplemental Declaration shall have the meaning assigned to them in the Declaration.

(A) The terms "**Plat**," "**Map**," or "**Record of Survey Map**" as defined by Section 1.24 of the Declaration shall include and refer to the Phase 1 Plat, Phase 2 Plat, Phase 3 Plat, and any future plat map for an additional phase of the Project.

**II. PROJECT DESIGNATION.** The Segó Homes at Station Park Phase 3 development is hereby annexed into and made a part of the Farmington Station Townhomes community also known as the Segó Homes at Station Park development.

**III. LOT OWNERS / MEMBERS OF ASSOCIATION.** As provided in the Declaration, an Owner of a Lot in the Segó Homes at Station Park Phase 3 development shall be a Member of the Farmington Station Townhomes Homeowners Association (the "**Association**").

**IV. PROPERTY SUBJECT TO COVENANTS, CONDITIONS, AND RESTRICTIONS.** All land, real property, Lots, and Improvements thereon within the Segó Homes at Station Park Phase 3 shall be subject to all of the terms, provisions, covenants, conditions, restrictions, and easements of the Declaration, other Governing Documents of the Association, and Utah's Community Association Act (Utah Code § 57-8a-101 *et seq.*), all of which are subject to being amended and which may be amended and supplemented from time to time.

(A) **Binding Effect; Covenants Run with the Land.** Segó Homes at Park Station Phase 3, including all Lots, Common Area, and all Improvements therein, shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved only in accordance with the provisions of the Declaration (as the same may be amended and supplemented from time to time), this Supplemental Declaration, and other the Governing Documents of the Association, including all easements, covenants, restrictions, and charges set forth therein shall run with the land and shall be binding upon all persons having or acquiring any right, title, or interest in Segó Homes at Station Park Phase 3 or any part thereof and shall inure to the benefit of each Owner thereof.

**V. PROPERTY DESCRIPTION.** The legal description for Segó Homes at Station Park Phase 3 is attached hereto and incorporated herein as **Exhibit A.**

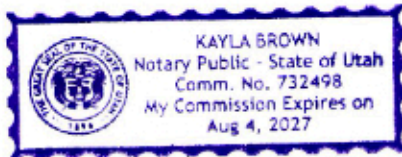
IN WITNESS WHEREOF, the undersigned Declarant executes this Supplemental Declaration on the 8<sup>th</sup> day of July, 2024.

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

  
By: Spencer D. Corbridge, Managing Member

STATE OF UTAH,                    )  
  :SS.  
County of Salt Lake            )

On this 8<sup>th</sup> day of July, 2024, personally appeared before me Spencer D. 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 Segó Ventures #5, LC, and that he executed the foregoing Supplemental Declaration 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

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 Innovator Drive, said point being North 00°20'03" West 1008.59 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 Northeasterly 43.40 feet along the arc of a 24.50 foot radius curve to the right (center bears North 78°52'41" East and the chord bears North 39°37'14" East 37.94 feet with a central angle of 101°29'06"); thence South 89°38'13" East 237.46 feet; thence Southeasterly 38.48 feet along the arc of a 24.50 foot 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 12.14 feet; thence South 89°38'13" East 26.00 feet; thence North 88°17'04" East 91.16 feet; thence South 05°00'00" East 133.94 feet; thence Southwesterly 16.64 feet along the arc of a 10.00 foot radius curve to the right (center bears South 85°00'00" West and the chord bears South 42°40'54" West 14.79 feet with a central angle of 95°21'47"); thence North 89°38'13" West 1.29 feet; thence South 00°21'58" West 20.00 feet; thence South 89°38'13" East 19.67 feet; thence North 71°16'45" East 21.16 feet; thence South 89°38'13" East 162.96 feet; thence Southeasterly 38.48 feet along the arc of a 24.50 foot 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 89°38'13" East 37.00 feet; thence South 00°21'47" West 51.69 feet; thence South 89°45'19" West 269.31 feet; thence Southwesterly 121.45 feet along the arc of a 188.50 foot radius curve to the left (center bears South 00°14'42" East and the chord bears South 71°17'51" West 119.36 feet with a central angle of 36°54'54"); thence South 52°50'24" West 91.99 feet; thence South 89°40'16" West 53.25 feet to the Easterly Right-of-Way line of Innovator Drive; thence along said Easterly Right-of-Way line the following two (2) courses: (1) North 36°28'51" West 39.02 feet; (2) Northwesterly 336.82 feet along the arc of a 761.00 foot radius curve to the right (center bears North 53°31'09" East and the chord bears North 23°48'05" West 334.07 feet with a central angle of 25°21'32") to the point of beginning.

Contains 130,037 Square Feet or 2.985 Acres and 39 Units.