

SECOND AMENDED DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
OF SOMERSET FARM PLANNED UNIT DEVELOPMENT

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*3rd Somerset Farms*

TABLE OF CONTENTS

		<u>Page</u>
I.	Definitions	1
II.	Property Description	2
III.	Membership and Voting Rights	3
IV.	Property Right In Common Areas	4
V.	Assessments	5
VI.	Operation and Maintenance	8
VII.	General Use Restrictions	10
VIII.	Architectural Control	14
IX.	Building Restrictions	16
X.	Lot Cleanup and Trash Disposal	21
XI.	Miscellaneous	22

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SECOND AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SOMERSET FARM PLANNED UNIT DEVELOPMENT  
A PLANNED RESIDENTIAL DEVELOPMENT

THIS DECLARATION is made and executed this 17th day of August, 1977, by Farmington Meadows Limited Partnership/Farmington Meadows Phase II Limited Partnership, (hereinafter referred to as "Developer").

RECITALS:

A. Developer is the record Owner of that certain tract of Property more particularly described in Article II of this Declaration. Developer desires to create on said property a residential development with open spaces and other common areas. The development is to consist of 150 residential lots.

B. Developer desires to provide for preservation of the values and amenities in said development and for the maintenance of the Common Areas. To this end and for the benefit of the Property and of the Owners thereof, Developer desires to subject the Property described in Article II of this Declaration to the covenants, restrictions, easements, charges and liens hereinafter set forth.

C. Developer deems it desirable for the efficient preservation of the values and amenities in the development, to create an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and enforce the provision of this Declaration. For such purpose Developer has, in conjunction with the recordation of this Declaration, cause to be incorporated under the laws of the State of Utah, as a nonprofit corporation, SOMERSET FARM HOMEOWNER ASSOCIATION.

NOW THEREFORE, for the foregoing purposes, Developer and Owner declares that the property described in Article II of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

I. DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated.

1. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.
2. Plat shall mean and refer to the subdivision plat of the Somerset Farm Planned Unit Development, a Planned Residential Development, executed and acknowledged by Developer on the 15th day of December, 1975, prepared and certified by Rodney L. Dahl (a duly registered Utah Land Surveyor holding Certificate No. 2530) and filed for record in the office of the County Recorder of Davis County, Utah, concurrently with the filing of this Declaration.
3. Property shall mean and refer to the entire tract of real property covered by the Plat, a description of which is set forth in Article II of this Declaration.
4. Lot shall mean and refer to any of the 150 separately numbered and individually described parcels of land shown on the Plat.
5. Common Area shall mean and refer to that part of the Property which is not included within the lots, including all improvements other than utility lines now or hereafter constructed or located thereon.
6. Living Unit shall mean and refer to a structure or portion of a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Lot concerned which are used in conjunction with such residence.
7. Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Davis County, Utah) of a fee or an undivided fee interest in any lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
8. Association shall mean and refer to Somerset Farm Homeowners Association, a Utah nonprofit corporation.
9. Member shall mean and refer to every person who holds membership in the Association.

II. PROPERTY DESCRIPTION

The property which is and shall be held, transferred, sold conveyed, and occupied subject to the provisions of this Declaration consists of the following described real property situated in Davis County, State of Utah:

BEGINNING at the center of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°05'58" East 339 feet; thence North 25°30' East 120.0 feet; thence North 3°43' West 728.0 feet; thence North 17 degrees 49' East 496.45 feet; thence South 89°08'10" West 496.42 feet; thence North 0°02'44" West 304.16 feet; thence South 89°57'16" West 546.90 feet; thence South 0°02'44" East 1071.0 feet; thence South 89°53'16" West 301.0 feet; thence North 0°02'44" West 72.40 feet; thence South 71°40'05" West 67.97 feet; thence southwesterly along a 173.54 foot radius curve left, 125.70 feet; thence southwesterly along a 245.42 foot radius curve right, 231.73 feet; thence South 84°16' West 122.21 feet; thence South 1°31'17" East 149.97 feet; thence South 0°05' East 146.35 feet; thence South 67°43' West 295.93 feet; thence South 32°12'23" East 157.50 feet; thence West 86.26 feet; thence South 32°12'23" East 38.79 feet; thence South 53°03' West 204.68 feet; thence South 26°52'09" East 121.49 feet; and southeasterly along a 539.96 foot radius curve to the left 34.52 feet along an existing highway right-of-way line; thence North 53°03' East 291.38 feet; thence South 32°12'23" East 518 feet; thence North 57°56' East 1359.35 feet to the point of BEGINNING.

### III. MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the lot in which the Owner has the necessary interest, and shall not be separated from the lot to which it appertains.
2. Voting Rights. The Association shall have the following two classes of voting membership:

CLASS A - Class A Members shall be all Owners, but excluding the Developer until the Class B Membership ceases. Class A Members shall be entitled to one vote for each lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any lot.

CLASS B - Class B Member shall be the Developer. The Class B Member shall be entitled to six (6) votes for each lot in which it holds the interest required for membership in the Association. The Class B Membership shall automatically cease and be converted to Class A Membership on the first to occur of the following events:

- a. When the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member.

b. The expiration of twenty (20) years after the date on which this Declaration is filed for record in the office of the County Recorder of Davis County, Utah.

3. Multiple Ownership Interest. In the event there is more than one Owner of a particular lot, the vote relating to such lot shall be exercised as such Owner may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the lot concerned unless an objection is immediately made by another Owner of the same lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

#### IV. PROPERTY RIGHT IN COMMON AREAS

1. Easement of Enjoyment. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family members, household guest, tenant, lessee, contract purchaser, or other person who resides on such Member's lot.

2. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a lot shall describe the interest or estate involved substantially as follows:

LOT NO. \_\_\_\_\_ contained with Somerset Farm Planned Unit Development, a Planned Residential Development, as the lot is identified in the Plat recorded in Book \_\_\_\_\_ at Page 515 and in the "Declaration of Covenants, Conditions and Restrictions of the Somerset Farm Planned Unit Development, a Planned Residential Development", recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_. TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions and Restrictions.

Whether or not the description employed in any such instrument is in the above specified form, however, all provision of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a lot.

3. Transfer of Title. Developer agrees that it shall convey to the Association title to the Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any assessments, charges, or taxes imposed by governmental or quasi-governmental authorities), on or before

the expiration of ten (10) days following the closing of the first sale of a lot within the development.

4. Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

a. The right of the Association to suspend a Member's right to the use of any recreational facilities included in the Common Areas for any period during which an assessment on such Member's lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Member of the provisions of this Declaration or of any rule or regulation promulgated by the Association;

b. The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;

c. The right of Farmington City and any other governmental or quasi-governmental body having jurisdiction over the property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained with the property for purposes of providing police and fire protection, transporting school children, and providing other governmental or municipal service; and,

d. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the vote of each class of membership which Members present in person or proxy are entitled to cast at a meeting duly called for that purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

#### V. ASSESSMENTS

1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a lot, be deemed to covenant and agree to pay to the Association the monthly and the special assessments described in this Article together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain (i) a charge and continuing lien upon the lot with respect to which such assessment is made; and (ii) the personal obligation of the person who is the Owner of such lot at the time the assessment falls due. No Owner may exempt himself or his lot

from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his lot.

2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: Taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Areas; management and supervision of the Common Areas; establishment and funding of a reserve to cover major repair or the improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation provided, however, that no such assessments shall be used for the improvement of the Common Areas during the period in which the Developer retains control of the Association and provided that said assessments shall not be used for the initial construction and improvement of the Common Areas.

3. Maximum Monthly Assessment. As of the date set under Section 7 of this Article, each lot shall be subject to a monthly assessment of not more than \$42.00. From and after one year from date set in Section 7 of this Article, the maximum monthly assessment may be increased or decreased so long as the change is assented to by sixty percent (60%) of the votes of each class or membership which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting shall be sent to all members at least ten (10) but not more than thirty (30) days prior to the meeting date. The Board of Directors of the Association may from time to time and at its discretion set the amount of the monthly assessment at any sum not in excess of the then applicable maximum amount.

4. Special Assessments. From and after the date set under Section 7 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part: (i) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (ii) the cost of any construction, reconstruction, or unexpectedly required repair or replacement of any improvement or of personal property upon the Common Areas. Any such special assessment must be assented to by sixty percent (60%) of the votes of each class or membership which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

5. Quorum Requirements. The quorum required for any action authorized by Section 3 or 4 above shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Sections 3 and 4) at which a quorum shall be one half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

6. Uniform Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform rate for all occupied lots; provided, however, that until home construction is begun on a lot the monthly assessment applicable to such a lot shall be one-sixth (1/6th) of the monthly assessment fixed for a fully improved lot occupied for residential purposes. Once home construction has begun, the next monthly assessment will be increased to one-half (1/2) of the monthly assessment fixed for lots which have been improved with a living unit and occupied for the first time for residential purposes. (The developer shall only be subject to the 1/6th fee until home is sold) and any builder of a speculation home is subject to the above provisions with the added stipulation that the one-half (1/2) of monthly assessment shall be increased to the full assessment in any event not later than nine (9) months after construction began on the particular lot.

7. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all lots when the first common area needs maintenance work to keep the common area functional. At least fifteen (15) days prior to such commencement date and at least fifteen (15) days prior to the effective date of any change in amount of the monthly assessment, the Association shall give each Owner written notice of the amount and first due date of the assessment concerned.

8. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a lot the Association shall issue a certificate stating whether or not all assessments respecting such lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

9. Effect of Nonpayment -- Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain personally liable for payment. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the



779

rate of ten percent (10%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.

## VI. OPERATION AND MAINTENANCE

1. Maintenance of Living Units. Each Living Unit shall be maintained by the Owner thereof so as not to detract from the appearance of the Property and so as not to affect adversely the value or use of any other Living Unit. The Association shall have no obligation regarding maintenance or care of Living Units.

2. Operation and Maintenance by Association. The Association shall provide for such maintenance and operation of the Common Areas as may be necessary or desirable to make them appropriately usable in conjunction with the lots and to keep them clean, functional, attractive and generally in good condition and repair. In addition, the Association shall provide for maintenance and upkeep of any portion of a lot which lies between the extremities of the Living Unit situated thereon and the boundaries of the lot.

3. Utilities. The Association shall pay for all utility services furnished to each lot except telephone and any other services which are separately billed or metered to individual lots by the utility or other party furnishing such service.

4. Insurance. The Association shall secure and at all times maintain the following insurance coverages:

a. A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Common Areas. The name of the insured under each such policy shall be in the form and substance similar to: "The Somerset Farm Homeowners Association for the use and benefit of the individual Lot Owners and mortgagees, as their interest may appear."

b. A policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use, or operation of the Common Areas which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall not be less than \$300,000.00 for any one person injured, \$300,000.00 for all persons injured in any one accident, and \$100,000.00

780

for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

a. In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use.

b. All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.

c. The Association shall have the authority to adjust losses.

d. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.

e. The Board of Directors of the Association shall have the authority to enter into agreement on behalf of the Association with lenders, obligating the Association to carry such hazard, flood, and liability insurance and a fidelity bond as shall be required by lenders.

5. Manager. The Association may carry out through a Property Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Property for the benefit of the Association and the Owners, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. It is anticipated that the Association and Somerset Farm Inc., (a Utah Corporation and the Developer hereunder) will enter into a Management Agreement for an initial one (1) year period to begin on or about the date of this Declaration is filed for record.

Any management agreement will be terminable by the Association for cause upon thirty (30) days written notice, and the term of any such agreement may not exceed one year. The Association shall not terminate professional management and assume self-management without the consent of the holders of at least

seventy-five percent (75%) of the mortgages and trust deeds which encumber lots within the project as of the date of such action.

#### VII. GENERAL USE RESTRICTIONS

All real property within Somerset Farm shall be held, used and enjoyed subject to the following limitations and restrictions:

1. Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to lots and living units. No admission fees, charges for use, leases, or other income generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas.

2. Use of Lots and Living Units. All lots are intended to be improved with living units and are restricted to such use. Each living unit shall be used only as a single-family residence. No lot or living unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other living unit, so as to create a nuisance or interfere with the rights of any Owner, or in any way which would result in an increase in the cost of any insurance covering the Common Areas.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than two and one half times amount the underlying lot was purchased, said construction cost to be based on cost levels prevailing on the date this Declaration is recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same, or better, than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,500 square feet for a one story dwelling, no less than 800 square feet for a dwelling of more than one story.

4. Exception for Developer. Notwithstanding the restrictions contained in this Article VII, for the twenty (20) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Davis County, Utah. Developer shall have the right to use any lot or living unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all lots owned by Developer.

5. Leases. Any lease agreement between a Planned Unit Development unit owner and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Articles of Incorporation or equivalent instrument and the By-Laws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any unit owner to lease his unit.

6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Somerset Farm and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Board.

8. Animals. No animals of any kind shall be raised, bred or kept except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to the Davis County ordinance prohibiting dogs from being off the premises of the owner and not under control.

9. Temporary and Other Structures. No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn or other outbuildings shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on said property at any time. No

old or secondhand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings be erected on said lots, or within said subdivision, shall be new construction or good quality, workmanship and materials.

10. Unsightly Articles. No unsightly articles shall be permitted to remain so as to be visible from adjoining property. Without limiting the generality of the foregoing, trailers, mobile homes, trucks other than pickups, boats, tractors, vehicles other than automobiles, campers not on a truck, snowmobiles, snow removal equipment and garden or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view; refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view; service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view.

11. No Further Subdividing. No lot, common area or condominium may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof (excluding Grantor) without the prior written approval of the Architectural Committee; provided, however, that nothing herein shall be deemed to prevent or require the approval of the Architectural Committee for the transfer or sale of any lot or living unit to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property.

12. Signs. Except for any Commercial Area signs installed by Grantor or shown or provided for on any plans approved by Grantor for Commercial Area property while still owned by Grantor, no sign of any kind shall be displayed to the public view without the approval of the Architectural Committee, except such signs as may be used by Grantor in connection with the development of Somerset Farm and sale of residences and lots and except such signs of customary and reasonable dimensions as set forth by the Committee as may be displayed on or from a residence advertising the residence for sale or lease. Any "for sale" or "for lease" signs not more than three (3) feet by two (2) feet, plain white with black block letters, shall not require Committee approval. A residential identification sign is permitted but should not exceed one (1) square foot in surface area. Numbers on residences shall be located in a position clearly legible from the street, and numbers - not to exceed 6 feet high - should be lighted to insure nighttime visibility.

784

13. Overnight Parking. No vehicles of any kind, including but not limited to, automobiles, trucks, buses, tractor trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled vehicles shall be permitted to be parked on any street within Somerset Farm between the hours of 2 o'clock AM and 6 o'clock AM of any morning.

14. No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires nor incinerators shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

15. Repair of Buildings. No improvement upon any property within Somerset Farm shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.

16. Improvements and Alterations. There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any improvement within Somerset Farm nor removal of any improvement in Somerset Farm (other than repairs or rebuilding) without the prior approval of the Architectural Committee pursuant to Article VIII hereof.

17. Exemption of Grantor. Nothing in the Somerset Farm Restrictions shall limit the right of Grantor to complete excavation, grading and construction of improvements to any property within Somerset Farm owned by Grantor, or to alter the foregoing or to construct such additional improvements as Grantor deems advisable in the course of development of Somerset Farm so long as any lot remains unsold, or to use any structure in Somerset Farm as a model home or real estate sales or leasing office. The rights of Grantor hereunder and elsewhere in these Restrictions may be assigned by Grantor.

18. Rooftop Antennas. No television, ham radio, citizens band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to view from any other lot. Such antennas, if used, must be of the type that are installed within the natural building structure permitted by Article IX. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring lot owner's premises or home entertainment facilities or equipment.

19. Access. All travel within the development is restricted to dedicated street right-of-ways. Anyone taking "short-cuts" between dedicated roads, whether paved or gravel, is trespassing either on a private lot or on a dedicated green belt. Nothing herein is to be construed as prohibiting proper use of common areas and walkways.

20. Motorbikes. All motor cycles, trail bikes, three-wheel, powered devices, automobiles, two or four-wheel drive recreational type vehicles are to be operated only on established roads and streets and are specifically prohibited from all common areas and footpaths and walkways.

785

#### VIII. ARCHITECTURAL CONTROL

1. Architectural Control Committee. The Board of Directors of the Association shall appoint a three member Committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed the Board itself shall perform the duties required of the Committee.

2. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on lots within the property conform to and harmonize with existing surroundings and structures.

3. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three (3) cars. Carports are prohibited. "Family" is defined to mean persons related by blood, or marriage, by legal adoption, or by operation of law.

4. Approval Procedure. Any plans and specifications for building upon a lot by an owner and/or builder must be submitted to the Architectural Control Committee for approval prior to commencing construction. Such approval is conditioned upon compliance with the following procedure:

a. The owner/builder signing a Notice of Contract indicating that he has read and understood the Covenants, Conditions and Restrictions;

b. The owner/builder depositing a \$350.00 security deposit to insure compliance with the provisions of the amended Covenants, Conditions and Restrictions. Such deposit shall be refundable in its entirety if all provisions of the amended Covenants, Conditions and Restrictions are complied with through the completion of the home and yard.

c. The owner/builder receiving a plot map describing such owner/builder's lot.

d. The owner/builder submitting a site layout plan showing the following:

- 1) The proposed home as it will be situated on the lot.
- 2) All drives, walkways, patios, barbeques, out buildings, etc. and all related dimensions between such.
- 3) Elevation of sewer as it relates to home elevation.

e. The owner/builder submitting a finish-grading plan specifying the elevations of basement floors, main floors, patios, etc., indicating their relationship to the grade and contour of the particular lot.

f. The owner/builder submitting a complete set of architectural plans including:

- 1) A cross section of the proposed wall of the home indicating type of support, insulation, and exterior finish.
- 2) One complete set of all exterior colors in the form of samples or color chips, with detailed information as to the location of the color, including brick, siding, trim, roofing material, etc.

g. The owner/builder submitting a set of landscape plans for front yard (as defined herein.)

h. The owner/builder selecting a driveway-to-asphalt approach plan prepared by developer.

Any subsequent changes, improvements, or alterations in such plans must be submitted to the Committee for written approval.

Any approval or disapproval must be made in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period, it shall be deemed to have approved the material submitted.



5. Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy unimproved portions of the Common Areas and of the lots in the vicinity of the activity.

6. No Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

7. Exception for Developer. The foregoing provisions of this Article VIII shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Developer on any lot or on any part of the Common Areas and which occurs at any time during the twenty (20) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Davis County, Utah.

8. Developer's Obligation. With regard to development, the Developer hereby covenants in favor of each Owner: (1) that all living units erected by it and all improvement of the Common Areas accomplished by it shall be architecturally compatible with respect to one another.

#### IX. BUILDING RESTRICTIONS

1. Building Location. The following minimum yard requirements shall apply to all living units:

a. Front Yard. No building shall be located on any lot in Somerset Farm nearer than twenty (20) feet to the front lot line.

b. Side Yard. Each lot in Somerset Farm shall have a side yard of at least ten (10) feet on each side.

c. Side Yard - Corner Lots. On corner lots the side yard contiguous to the street shall not be less than twenty (20) feet in width, and shall not

be used for vehicular parking except such portion as is devoted to driveway use for access to a garage.

d. Side Yard - Driveway. When used for access to a garage or parking area, a side yard shall be wide enough to provide an unobstructed twelve (12) foot paved driveway which shall have a maximum grade of 6%.

e. Side Yard - Accessory Building. An accessory building may be located on a side property line if, and only if, all of the following conditions are met:

- 1) The accessory building is located more than six (6) feet to the rear of any main building on the same lot or the lot adjacent to the property line on which said building is being placed.
- 2) It has no openings on the side which is contiguous to the property line and is of one hour fire resistant construction on said side.
- 3) It has facilities for the discharge of all roof drainage onto the subject lot or parcel of land.

An accessory building which is more than six (6) feet to the rear of a main building, but which does not conform to the above conditions, shall have a side yard of at least five (5) feet. All other accessory buildings shall maintain the same side yard as a main building.

f. Rear Yard. Each lot or parcel of land shall have a rear yard of not less than twenty-five (25) feet.

g. Rear Yard - Accessory Buildings. An accessory building may be located on the rear property line when said building:

- 1) Has no opening on the side which is contiguous to the property line and is of one hour fire resistant construction on said side.
- 2) Provides facilities to retain all roof drainage on the property on which it is located.

An accessory building which does not meet the above requirements shall be located not less than five (5) feet from the rear property line.

2. Projections into Yard.

a. The following structures may be erected on or project into any required yard:

- 1) Fences and walls in conformance with Section 7 of this document.
- 2) Landscape elements, including trees, shrubs, agricultural crops and other plants.
- 3) Necessary appurtenances for utility services.

b. The structures listed below may project into a minimum front or rear yard not more than four (4) feet and into a minimum side yard not more than two (2) feet:

- 1) Cornices, eaves, belt courses, sills, buttresses or other similar architectural features.
- 2) Fireplace structures and bays, provided they are not wider than eight (8) feet and are generally parallel to the wall of which they are a part.
- 3) Stairways, balconies, door stoops, fire escapes, awnings and planter boxes or masonry planters not exceeding twenty-four (24) inches in height.

3. Building Height. No lot or parcel of land in the development shall have a building or structure used for dwelling or public assembly which exceeds a height of two (2) stories. Chimneys, flagpoles, church towers and similar structures not used for human occupancy are excluded in determining height.

4. Distance Between Buildings. The distance between any accessory buildings and structures shall not cover more than forty (40) percent of the area of the lot or parcel of land.

5. Permissible Lot Coverage. All buildings, including accessory buildings and structures, shall not cover more than forty (40) percent of the area of the lot or parcel of land.

6. Dwelling Construction. In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set out:

790

a. Dwelling styles, design, alterations or additions will conform to standards determined by the Architectural Control Committee.

b. Exterior construction materials will be limited to stone veneer, brick or brick veneer, rough sawn or resawn wood siding, or stucco and shall be in earth tones indigenous to the area. White brick may also be used. Specifications regarding the color, texture, finish and quality for the above will be posted and made available by Somerset Farm Architectural Control Committee.

1) Roof. All roof vent cap louvres, plumbing stacks, chimney flashing, basketball backboards, down spouts, etc. are to be painted to match the color of the field, roof or the trim.

c. Roof design shall be limited to a minimum of a 4/12 pitch and a maximum of 9/12 pitch. Pitch may be increased to 12/12 pitch with Architectural Control Committee approval. All roofs in the subdivision shall be of shake or bar tile construction, unless the Architectural Control Committee specifically authorizes otherwise in writing. No asphalt shingles shall be permitted without the written approval of the Architectural Control Committee.

d. Location of all storage or utility buildings, garbage and refuse containers, air conditioning equipment, clothes drying lines and utility pipes, etc., must be placed at the rear of the dwelling and located on the site in such a manner as not to be conspicuous from the frontage street.

e. Any light used to illuminate garages, patios, parking areas or for any other purposes shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists.

f. Each residence constructed on the property must include a garage large enough for at least two (2) cars, which garage shall be fully enclosed.

g. Evaporative coolers shall not be allowed without the prior written approval of the Architectural Control Committee.

7. Fences.

a. Materials. Fences or walls shall be of wood or brick. No fence or walls of chain link, wire mesh, clump block or unpainted concrete block shall be allowed.

b. Height. Fences, walls or hedges shall not exceed six (6) feet and shall not extend beyond the front yard set back at any point.

c. Dimensions. No wall, fence or opaque hedge or screening materials higher than thirty-six (36) inches

shall be maintained within a required front yard, except that a masonry privacy wall may be erected upon approval, if said wall does not extend more than eighteen (18) feet into the required front yard, does not exceed more than six (6) feet in height, and does not extend closer to a side property line than the forward extension of the line of the required side yard. In no case shall such a privacy wall extend into the clear vision area of a corner lot as defined by the Architectural Control Committee, nor shall it be a sight distance hazard to vehicular or pedestrian traffic.

791

8. Landscaping. The following landscaping provisions shall apply to Somerset Farm:

All open areas between the front lot line and the rear line of the main buildings, except driveways, parking areas, walkways, utility areas, improved decks, patios, porches, etc., shall be maintained with suitable landscaping of plants, shrubs, trees, grass and similar landscaping materials. Within six (6) months of occupancy of any home, the homeowner must have substantially completed the landscaping of his lot. Such landscaping shall include, but not be limited to, the preparation for and planting of lawn, grass or other appropriate ground cover, appropriate shrubbery and trees. Should any homeowner fail to comply with the provisions of this section, the Architectural Control Committee shall have power to obtain an order from a court or proper jurisdiction requiring specific performance or alternatively may complete the landscaping and require the homeowner to pay a reasonable amount for such completion. The amount owing shall constitute a lien on the homeowner's lot and home until such payment is made.

Upon approval and/or completion of the landscaping plan pursuant to this section, no healthy tree shall be removed, nor other major changes be made without approval of the Architectural Control Committee. However, notwithstanding this section, all diseased trees must be removed by the homeowner within a reasonable time after the diseased condition is discovered.

9. Drainage. There shall be no interference with the established drainage pattern over any property within Somerset Farm unless adequate provision is made for proper drainage and is approved by the Architectural Control Committee. For the purposes hereof, "established" drainage is defined as the drainage which exists at the time of the overall grading of the Association property, tract or lot, as the case may be, is completed, or which is shown on any plans approved by the Architectural Control Committee.

10. Exterior Lamp Posts. If desired, any free-standing light fixture located in a front yard shall be of such uniform and standardized design that has been selected and approved by the Architectural Control Committee.

792

11. Exposed Concrete. Any exposed concrete which, in the discretion of the Architectural Control Committee, does not harmonize with the existing surroundings and structures shall be painted the color of such surroundings, covered with approved siding, or hidden from view with appropriate landscaping of the owner's choice.

12. Mail Boxes. Mail boxes are to be of the uniform standardized design picked by the Architectural Control Committee.

X. LOT CLEANUP AND TRASH DISPOSAL

In order to prevent any building site from becoming an eyesore during the construction phase, the following must be complied with:

1. All garbage and waste material must be kept in a sufficiently large container to prevent blowing debris and unhealthy open accumulation. Containers should be emptied frequently.

2. Careful attention must be given not to pile dirt and/or material on adjacent lots or green belts. All vehicles and equipment must be kept off adjacent lots and green belts. Lot owners and/or contractors will be held responsible for all damages to adjacent lots and green belts and charged for repair of the damage. The contractor and/or lot owner will have 72 hours after notification to repair the damage or accomplish the cleanup. After that period of time, the Architectural Control Committee will make arrangements to have the damage repaired and/or the cleanup done and bill the responsible party or parties. The responsible party shall be responsible for any costs involved in legal proceedings required to collect for the damage.

3. Cement trucks should be cleaned on the building site after delivery of concrete, not on the road, right-of-way or adjacent lots.

4. Care should be taken to avoid damage to asphalt pavement by cement trucks or other heavy equipment and to keep such equipment from interfering with the proper drainage of the area. Builders will be held responsible for road damage due to negligence in this area.

1. Notices. Any notice required or permitted to be given to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly furnished if mailed postage prepaid to the person who appears as a Member or Owner, at the latest address for such person, appearing in the records of the Association at the time of mailing.

2. Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the property is maintained and used in a manner consistent with the interest of the Owners.

3. Amendment. Any amendment to this Declaration shall require:

- 1) The affirmative vote of at least two-thirds (2/3) of all Class A membership votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose; and, so long as the Class B membership exists,
- 2) The written consent of Developer. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all members at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the Class A membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 3) at which a quorum shall be one half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation

of an instrument executed by the Association (and by the Developer if the Class B membership then exists). In such instrument an officer or director of the Association shall certify that the vote required by this Section for amendment has occurred.

4. Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent of affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership concerned. The following additional provisions shall govern any application of this Section 4.

a. All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.

b. The total number of votes required for authorization or approval under this Section 4 shall be determined as of the date on which the last consent is signed.

c. Except as provided in the following sentence, any change in ownership of a lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in any increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

d. Unless the consent of all Members whose memberships are appurtenant to the same lot are secured, the consent of none of such Members shall be effective.

5. Mortgage Protection. In the event an Owner neglects for a period of thirty (30) or more days to cure any failure on his part to perform any of his obligations under this Declaration, the Association shall give written notice of such fact to the holder of any first mortgage (or trust deed) covering such Owner's lot.

All assessments of the Association and the lien thereof shall be subordinate to the lien of any first mortgage or deed of trust on a lot. Each holder of a first mortgage lien on a lot who comes into possession of the lot by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale will take the lot free of any claims for unpaid assessments and charges against the lot which accrue prior to the time such entity comes into possession of the lot, except for claims for a share



of such assessments or charges resulting from a reallocation of such assessments or charges to all lots including the mortgaged lot.

Unless all holders of first mortgages (or trust deeds) on the individual lots have given their prior written approval, neither the Association nor any other party shall be entitled to:

- a. Alter the provisions of Section 6 of Article V hereof (pertaining to uniform rate of assessment);
- b. Partition or subdivide any lot or the common areas or dedicate or transfer all or any part of the common areas; or
- c. By act or omission seek to abandon or materially alter the arrangement which is established by this Declaration.

6. Developer's Rights Assignable. The rights of Developer under this Declaration or in any way relating to the Property may be assigned.

7. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder thereof. This Declaration shall be liberally construed to effect all of its purposes.

8. Covenants to Run With Land. This Declaration and all of the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Developer, all parties who hereafter acquire any interest in a Lot or in the Common Areas, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each Owner or occupant of a lot or living unit shall comply with, and all interests in all lots or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments and determinations contemplated by this Declaration. By acquiring any interest in a lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

9. Prior Waivers. It is hereby recognized by the Association that certain homes have been constructed on the Property which are not in compliance with the recorded Covenants, Conditions and Restrictions. Such non complying construction was initiated prior to the formation of the Architectural Control Committee. It is the Association's express intent

796

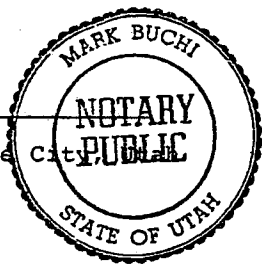
that any construction prior to August 17, 1977 not in compliance with the Covenants, Conditions and Restrictions, shall not be deemed a waiver of the Association's and the Architectural Control Committee's power right and obligation to enforce any and all provisions of the Conditions, Covenants and Restrictions or any Rules or Regulations promulgated and adopted by the Association.

10. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Davis County, Utah.

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE)

On the 25<sup>th</sup> day of August, 1977,  
personally appeared before me, Blaine Harris, who being  
duly sworn, did say that he is the chief executive officer  
of Farmington Meadows Limited Partnership, a Utah Limited  
Partnership, and that the foregoing amendment of the  
Declaration of Covenants, Conditions and Restrictions  
of Somerset Farm Planned Unit Development was signed on  
behalf of said Limited Partnership by the authority of the  
Partnership Agreement.

Mark Buchi  
NOTARY PUBLIC  
Residing in Salt Lake City



My Commission Expires:  
June 22, 1981

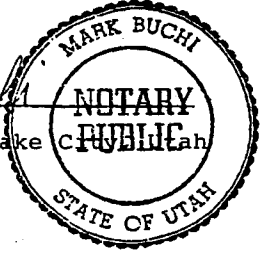
FARMINGTON II LIMITED PARTNERSHIP

By: [Signature]  
President - Farmington Meadows II, Inc.  
General Partner

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE)

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tion of Covenants, Conditions and Restrictions of Somerset  
Farm Planned Unit Development was signed on behalf of said  
Limited Partnership by the authority of the Partnership  
Agreement and received the affirmative vote of more than  
two-thirds (2/3) of the Class A members of the Somerset Farm  
Homeowners Association.

Mark Buchi  
NOTARY PUBLIC  
Residing in Salt Lake City



My Commission Expires:  
June 22, 1981