

*all Somerset Farm  
all Somerset Farm II  
all Somerset Hollow*

AFTER RECORDING, PLEASE RETURN TO:  
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584345

AMENDED AND RESTATED  
JOINT DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
SOMERSET FARM PLANNED UNIT DEVELOPMENT,  
SOMERSET HOLLOW PLANNED UNIT DEVELOPMENT, AND  
SOMERSET FARM II PLANNED UNIT DEVELOPMENT

THIS AMENDED AND RESTATED JOINT DECLARATION is executed this 10<sup>th</sup> day of December, 1980 by SOMERSET HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation, SOMERSET FARM HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation, and SOMERSET HOLLOW HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation.

RECITALS:

A. A certain Joint Declaration of Covenants, Conditions And Restrictions of Somerset Farm Planned Unit Development And Somerset Farm Planned Unit Development, A Planned Unit Development (hereinafter, the "Old Declaration") dated October 16, 1978, was recorded on November 10, 1978, in the office of the County Recorder of Davis County, State of Utah, as Entry No. 514064, in Book 738, at Page 232.

B. A special meeting of the Members of the Association was held on November 18, 1980, at 7:00 o'clock p.m. at Cherry Hill Campground Meeting Room, 1325 South Main Street, Kaysville, in Davis County, State of Utah. The presence in person or by proxy at such meeting of Members entitled to cast 113 of the Association's 152 Class A membership votes constituted a quorum for the purpose of considering, among other things, the amendments to the Old Declaration contained in and represented by this Amended and Restated Joint Declaration. Such amendments require: (i) 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 to consider such amendments; and (ii) the written consent, which is given below, of Farmington Meadows Limited Partnership, a Utah Limited Partnership (also known as "Farmington Meadows I Limited Partnership"), Farmington Meadows II Limited Partnership, a Utah Limited Partnership, and Somerset Hollow Limited Partnership, a Utah Limited Partnership, which three Partnerships collectively comprise the sole Class B Member of the Association. The officers of the Association executing this Amended and Restated Joint Declaration do thereby certify that, at such special meeting, 109 Class A votes were cast in favor, and 4 Class A votes were cast against, the amendments to the Old Declaration contained in and represented by this Amended and Restated Joint Declaration.

C. This Amended and Restated Joint Declaration amends, supercedes, and completely replaces the Old Declaration and is designed to dovetail with certain Amended and Restated Articles of Incorporation of the Somerset Homeowners Association being filed with the Utah Secretary of State concurrently with recording of this Amended and Restated Joint Declaration.

D. Each of the four (4) Lots in Somerset Farm II shall be subject to this Amended and Restated Joint Declaration if and only if all Owners and contract purchasers of such Lot and all holders of mortgages or trust deeds encumbering such Lot now or hereafter consent to the recordation of this Amended and Restated Joint Declaration by recording an instrument specifically granting

Recorded at request of *Robert J. Grow* ..... Fee Paid \$ *167.00* .....  
Date *JAN 21 1981* ..... at *12:15 P.M.* CAROL DEAN PAGE Recorder Davis County  
By *Carol Dean Page* ..... Deputy Book ..... Page *35* .....

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such consent. The Common Areas in Somerset Farm II are to be immediately conveyed to the Association pursuant to Section 3 of Article IX of this Amended and Restated Joint Declaration.

E. As more fully set forth in Article XI hereof, Developer reserves the right to expand the Project to include certain Additional Land.

NOW THEREFORE, for the foregoing purposes, (and upon the condition set forth in Paragraph D of the foregoing "Recitals" portion of this Declaration with respect to the four Lots in Somerset Farm II), 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 Amended and Restated Joint Declaration of Covenants, Conditions and Restrictions of Somerset Farm Planned Unit Development, Somerset Hollow Planned Unit Development, and Somerset Farm II Planned Unit Development, as the same may hereafter be modified, amended, supplemented, or expanded in accordance with law and the provisions hereof (and in particular, in accordance with the provisions of Article XI hereof concerning amendments and supplements to this Declaration which are to occur in conjunction with each addition to the Project of a portion of the Additional Land).

2. Plat shall collectively mean and refer to the following subdivision plats:

(i) The subdivision plat of the Somerset Farm Planned Unit Development, a Planned Residential Development, recorded in the office of the County Recorder of Davis County, Utah.

(ii) The subdivision plat of the Somerset Hollow Planned Unit Development, a Planned Residential Development, recorded in the office of the County Recorder of Davis County, Utah.

(iii) The subdivision plat of the Somerset Farm II Planned Unit Development, a Planned Residential Development, recorded in the office of the County Recorder of Davis County, Utah.

(iv) Any duly approved subdivision plat(s) respecting all or any portions of the Additional Land, but only after the recordation of such plat(s) and the recordation of amendment(s) and supplement(s) in accordance with the provisions of Article XI hereof adding the real property covered by such plat(s) to the Project and subjecting such real property to this Declaration.

3. Property shall mean and refer to the entire tract of real property now or hereafter covered by the Plat (subject, however, to the condition set forth in Paragraph D of the "Recitals" portion of this Declaration with respect to the four Lots in

Somerset Farm II). A description of the real property covered by the Plat on the effective date of this Declaration (subject, however, to said condition) is set forth in Article II of this Declaration.

4. Lot shall mean and refer to any of the separately numbered and individually described parcels of land now or hereafter shown on the Plat (subject, however, to the condition set forth in Paragraph D of the "Recitals" portion of this Declaration with respect to the four Lots in Somerset Farm II).

5. Common Areas or Common Areas and Facilities shall mean and refer to that part of the Property which is not included within the Lots (including the four Lots in Somerset Farm II, whether or not they are subject to this Declaration), 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 or Lot 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 undivided fee interest in a 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 HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation.

9. Member shall mean and refer to every person who holds membership in the Association.

10. Articles or Articles of Incorporation shall mean and refer to the Amended and Restated Articles of Incorporation of the Association which are being filed with the office of the Utah Secretary of State on or about the time this Declaration is filed for record.

11. Mortgage shall mean and include both a first mortgage on any Lot or a first deed of trust on any Lot.

12. Mortgagee shall mean and include both a mortgagee under a first mortgage on any Lot and a beneficiary under a first deed of trust on any Lot.

13. Somerset Farm shall mean and refer to the Lots and Common Areas described in the subdivision plat of Somerset Farm Planned Unit Development identified above in subparagraph (i) of Section 2 of Article I of this Declaration.

14. Somerset Hollow shall mean and refer to the Lots and Common Areas described on the subdivision plat of Somerset Hollow Planned Unit Development identified above in subparagraph (ii) of Section 2 of Article I of this Declaration.

15. Somerset Farm II shall mean and refer to the Lots (subject to the condition set forth in paragraph D of the "Recitals"

portion of this Declaration) and Common Areas described on the subdivision plat of Somerset Farm II Planned Unit Development identified above in subparagraph (iii) of Section 2 of Article I of this Declaration.

16. Additional Land shall mean, refer to, and consist of the following-described parcel of real property situated in Davis County, State of Utah:

Beginning at a point North 00°02'44" West 780.94 feet along the center section line and West 847.90 feet from the center of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 81°06' West 414.44 feet; thence South 20°00' East 136.13 feet; thence Southwesterly 129.88 feet along a 572.42 foot radius curve to the left (long chord bears South 63°30' West 129.60 feet); thence South 33°00' East 66.00 feet; thence South 57°00' West 38.57 feet; thence South 1°31'17" East 74.48 feet to the Northwest corner of Lot 146, Somerset Farm Subdivision; thence Northeasterly along the North line of Somerset Farm Subdivision 550.87 feet, more or less, to a point South 00°02'44" East 205.54 feet from the place of beginning; thence North 00°02'44" West 205.54 feet, more or less, to point of beginning.

Beginning at a point N 00°02'44" W 780.94 feet along the center section line and West 847.90 feet from the center of Section 12, T3N., R1W., S.L.B.&M. and running thence S 80°40'22" W 410.68 feet, thence S 20°00' E 136.13 feet; Southwesterly 129.88 feet along a 572.42 foot radius curve to the left (long chord bears S 63°30' W 129.60 feet); thence S 33°00' E 66.00 feet; thence S 57°00' W 38.57 feet; thence S 1°31'17" E 74.48 feet to the northwest corner of lot 146, Somerset Farm Subdivision; thence N 83°00' E 151.76 feet; thence N 63°49'19" E 120.19 feet; thence S 80°21'09" E 26.15 feet; thence N 21°52'06" E 87.49 feet; thence N 60°11'28" E 97.28 feet; thence N 89°15' E 68.00 feet; thence N 00°02'44" W 205.54 feet to the point of beginning. Contains 2.6890 acres.

A description of the Additional Land is set forth in this Declaration solely for purposes of identification. This Declaration is not intended as and should not be deemed to constitute any lien, encumbrance, restriction, or limitation upon any portion of the Additional Land unless and until such portion is added to the existing project in accordance with the provisions of Article XI of this Declaration.

17. Developer shall collectively mean and refer to Farmington Meadows Limited Partnership, a Utah Limited Partnership (also known as "Farmington Meadows I Limited Partnership"), Somerset Hollow Limited Partnership, a Utah Limited Partnership, Farmington Meadows II Limited Partnership, a Utah Limited Partnership, and/or any successor to any of said three Partnerships which, either by operation of law or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Property and/or the Additional Land (or a portion thereof) as did its predecessor.

18. Project shall mean and refer to the Property and the scheme of development and ownership of the Property created and governed by this Declaration and the Articles.



## II. PROPERTY DESCRIPTION

The Property initially associated with the Project 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:

PARCEL I:

Beginning at the center of Section 12, T3N, R1W, SLB&M, and running thence N 89°05'58" E 339 ft.; thence N 25°30' E 120.0 ft.; thence N 3°43' W 728.0 ft.; thence N 17°49' E 496.45 ft.; thence S 89°08'10" W 496.42 ft.; thence N 0°02'44" W 304.16 ft.; thence S 89°57'16" W 521.90 ft.; thence S 0°02'44" E 899.63 ft.; thence S 71°40'05" W 26.335 ft.; thence S 0°02'44" E 163.11 ft.; thence S 89°53'16" W 301.0 ft.; thence N 0°02'44" W 72.40 ft.; thence S 71°40'05" W 67.97 ft.; thence Southwesterly along a 173.54 ft. radius curve left, 125.70 ft.; thence Southwesterly along a 245.42 ft. radius curve right, 231.73 ft.; thence S 84°16' W 122.21 ft.; thence S 1°31'17" E 149.97 ft.; thence S 0°05' E 146.35 ft.; thence S 67°43' W 295.93 ft.; thence S 32°12'23" E 157.50 ft.; thence West 86.26 ft.; thence S 32°12'23" E 38.79 ft.; thence S 53°03' W 204.68 ft.; thence S 26°52'09" E 121.49 ft.; and Southeasterly along a 539.96 ft. radius curve to the left 34.52 ft. along an existing highway right-of-way line; thence N 53°03' E 291.38 ft.; thence S 32°12'23" E 518.15 ft.; thence N 57°56" E 1359.35 ft. to the point of beginning.

THE FOREGOING PARCEL I HAVING BEEN FORMERLY DESCRIBED IN THE OLD DECLARATION AS FOLLOWS:

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.

PARCEL II:

Beginning at a point S 89°46'52" W 1362.05 feet along the section line and South 165.53 feet from the North 1/4 corner of Section 12 T.3N., R.1W., Salt Lake Base and Meridian, and running thence S 62°00'48" W, 44.82 feet, thence S 50°08'51" W, 275.38 feet, thence S 48°04'11" W, 168.05 feet, thence S 41°10' W, 92.96 feet, thence S 41°33' W, 842.51 feet, thence S 25°13' W, 59.81 feet, thence N 88° W, 120.00 feet, thence S 14° W, 222.00 feet, thence S 14° E, 168.98 feet, thence Southeasterly along a 925.66 foot radius curve to the right, 79.70 feet, whose long chord bears S 67°25' E, 79.67 feet, thence S 64°57' E 57.74 feet, thence Southeasterly along a 1476.84 foot radius curve to the right 565.78 feet, whose long chord bears S 53°58'30" E 562.32 feet, thence S 43° E 227.21 feet, thence Southeasterly along a 108.22 foot radius curve to the left 99.60 feet, whose long chord bears S 69°22' E 96.12 feet, thence N 84°16' E 138.27 feet, thence Northeasterly along a 379.30 foot radius curve to the left 180.51 feet, whose long chord bears N 70°38' E 178.81 feet, thence N 57° E 75.50 feet, thence Northeasterly along a 572.42 foot radius curve to the right 129.88 feet, whose long chord bears N 63°30' E 129.60 feet, thence N 20° W 136.13 feet, thence S 80°40'22" W 73.44 feet, thence N 1°18'45" W 431.04 feet, thence N 0°05'01" E 83.79 feet, thence N 1°08'37" W 801.31 feet, thence N 0°56'25" W 222.41 feet, thence N 2°26'21" W 199.25 feet, to the point of beginning. Contains 34.33 acres.

THE FOREGOING PARCEL II HAVING BEEN FORMERLY DESCRIBED IN THE OLD DECLARATION AS FOLLOWS: The northeasterly 11.98 acres, together with frontage and the northwesterly 28.25 acres together with frontage of the following described tract:

Beg at NE cor of W 1/2 of NW 1/4 of Sec 12, T3N, R1W, th S 47° W 191.40 ft m o l to the NE'ly ln of ppty conv by 469-12; th S 62°11'20" E 75 ft m o l to a fence ln; th S 51°12'40" W 478.76 ft alg a fence ln as desc by Bndy Line Agree 46853 th S 42°34' W 200.73 ft alg sd fence ln; th S 41°20' W 1175.77 ft to a pt on W ln sd Sec 12; th S alg Sec ln to a pt of inter with N ln of a Farm City Rd; th SE'ly alg N ln sd rd to a pt 7.41 chs N & S 84°16' W 450 ft fr SE cor of W 1/2 of NW 1/4 Sec 12; th N 84°16' E 450 ft to E ln of W 1/2 of NW 1/4 sd Sec 12; th N alg sd E ln 33.07 chs, m o l to the p o b.

PARCEL III:

Beginning at a point which is S 57°56' W 1359.35 feet and N 32°12'23" W 215.67 feet from the center of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian, said point being on the East line of the Old Bamberger Railroad right-of-way which is marked by an existing fence line; thence S 58°30' W 40.0 feet to station 922+01.8 along the former railroad center line, said point being marked by an existing fence line; thence S 58°30' W 33.0 feet;

thence N 32°12'23" W 12.24 feet along the West line of the railroad right-of-way; thence S 52°46' W 189.98 feet to the state highway right-of-way line, thence N 39°08'09" W 202.45 feet and Northwesterly along a 539.96 feet radius curve to the right 81.08 feet along said highway right-of-way line; thence N 53°03' E 291.38 feet; thence S 32°12'23" E 302.49 feet along the railroad right-of-way line to the point of beginning. Contains 1.84 acres.

### 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. Except as limited in Section 4 of Article IV of this Declaration, each Member 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 vote exist with respect to any Lot.

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 Owners 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 purchases, 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:

A. For Lots in Somerset Farm: "Lot No. \_\_\_\_\_ contained within Somerset Farm Planned Unit Development, a Planned Residential Development, as said Lot is identified in the Plat of said Development and in the "Amended and Restated Joint Declaration of Covenants, Conditions and Restrictions of Somerset Farm Planned Unit Development, Somerset Hollow Planned Unit Development, and Somerset Farm II Planned Unit Development", both recorded in the Recorder's Office of Davis County, State of Utah. TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Amended and Restated Declaration of Covenants, Conditions and Restrictions."

B. For Lots in Somerset Hollow: "Lot No. \_\_\_\_\_ contained within Somerset Hollow Planned Unit Development, a Planned Residential Development, as said Lot is identified in the Plat of said Development and in the "Amended and Restated Joint Declaration of Covenants, Conditions and Restrictions of Somerset Farm Planned Unit Development, Somerset Hollow Planned Unit Development, and Somerset Farm II Planned Unit Development",



both recorded in the Recorder's Office of Davis County, State of Utah. TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Amended and Restated Declaration of Covenants, Conditions and Restrictions.

C. For Lots in Somerset Farm II: Lot No. \_\_\_\_\_ contained within Somerset Farm II Planned Unit Development, a Planned Residential Development, as said Lot is identified in the Plat of said Development and in the "Amended and Restated Joint Declaration of Covenants, Conditions and Restrictions of Somerset Farm Planned Unit Development, Somerset Hollow Planned Unit Development, and Somerset Farm II Planned Unit Development, both recorded in the Recorder's Office of Davis County, State of Utah. TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Whether or not the description employed in any such instrument is in the above specified form, however, all provisions 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 voting right in the Association and 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 within 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 votes 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 Obligations 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 repairs of 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.

3. Maximum Monthly Assessment. Each Lot shall be subject to a monthly assessment of not more than Forty-Two and no/100 Dollars (\$42.00). From and after January 1, 1978, the maximum monthly assessment shall be increased by fifteen percent (15%) for each full year thereafter without the approval of the Members. From and after January 1, 1978, the maximum monthly assessment may be increased by more than fifteen percent (15%) per year so long as the increase is assented to by two-thirds (2/3) of the votes 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 Trustees of the Association may from time to time and in 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 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 members 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 Lots; provided, however, that until home construction is begun on a Lot the monthly assessment applicable to such a Lot shall be sixty percent (60%) of the full monthly assessment. Once home construction has begun on a Lot, the monthly assessment relating to such Lot shall be increased to the full monthly assessment.

7. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Lots when the first Common Areas need maintenance work to keep such Common Areas 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: (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. 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 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 and Lot 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 or Lot. The Association shall have no obligation regarding maintenance or care of Living Units or Lots except as set forth in Section 2 of this Article VI.

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, upon three (3) days notice to the Owner(s) concerned, may maintain or restore the storm runoff and drainage facilities located within any Lot, including, without limitation, the swales in Somerset Farm, in the event that any Owner fails to do so in accordance with standards for depth, grade, and other relevant characteristics established by the Association. All costs expended to do so with respect to any Lot shall constitute a lien upon the Lot concerned, which lien shall be governed by the provisions of Section 9 of Article V of this Declaration.

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 at all times maintain in force insurance meeting the following requirements:

(i) Hazard Insurance. Fire and extended coverage insurance covering the insurable portions of the Common Areas and Facilities in an amount not less than one hundred percent (100%) of replacement cost of such insurable portions of the Common Areas and Facilities. The name of the insured under such policy or policies shall be in form and substance similar to: "The Somerset Homeowners Association for the use and benefit of the individual Lot Owners in Somerset Farm Planned Unit Development, Somerset Hollow Planned Unit Development, and Somerset Farm II Planned Unit Development, as their interests may appear."

(ii) Fidelity Insurance. Fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees, or volunteers responsible for handling funds collected and held for the benefit of the Owners. The fidelity bond or insurance shall name the Association as the insured and shall be written in an amount sufficient to afford the protection reasonably necessary, but in no event less than one and one-half times the Association's estimated annual operating expenses and reserves. An appropriate endorsement to such policy shall be secured to cover any persons who serve without compensation if such policy would not otherwise cover volunteers.

(iii) Liability Insurance. A comprehensive policy of public liability insurance covering all of the Common Areas and Facilities. Such policy shall contain a "Severability of Interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all



other coverage in the kinds and amounts commonly required by private institutional Mortgage investors for projects similar in construction, location, and use. The liability coverage for personal injury and/or property damage shall be for at least \$1,000,000.00 per occurrence.

(iv) General Requirements Concerning Insurance.

Each insurance policy maintained pursuant to the foregoing paragraph (i), (ii), and (iii) shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by Best's Insurance Reports of Class VI or better. No such policy shall be maintained where: (i) under the terms of the carrier's charter, bylaws, or policy, contributions may be required from, or assessments may be made against an Owner, a Mortgagee, or the Association; (ii) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent an Owner, a Mortgagee, or the Association from collecting insurance proceeds. The provisions of this Section 4 shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

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.

VII. GENERAL USE 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. All Living Units shall be of a quality of workmanship and materials substantially the same as, or better than, the Living Units existing on the effective date of this Declaration. The ground floor area of Living Units in Somerset Farm and Somerset Farm II, exclusive of

open porches and garages, shall not be less than 1,500 square feet for a one story Living Unit or less than 800 square feet for a Living Unit of more than one story. The ground floor area of Living Units in Somerset Hollow, exclusive of open porches and garages, shall be not less than 1,200 square feet for a one story Living Unit or 700 square feet for a Living Unit of more than one story. The Architectural Control Committee may allow smaller plans if the circumstances so justify it.

4. Exception for Developer. Notwithstanding the restrictions contained in Sections 1 and 2 of 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 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 an Owner and a lessee respecting a Lot or Living Unit shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such lease agreements shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot or Living 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 the Property and no odors shall be permitted to arise therefrom so as to render any part of the Property unsanitary or unsightly or which would be offensive or detrimental to any other part of the Property or to the occupants thereof. No noise or other nuisance shall be permitted to exist or operate upon any part of the Property so as to be offensive or detrimental to any other part of the Property or to the occupants thereof. Without limiting the generality of any of the foregoing, 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 the 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 Farmington City ordinances.

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 the Property at any time. No old or secondhand structures shall be moved onto any Lot, it being the intention hereof that all Living Units and other buildings erected on Lots or within the Property shall be new construction of good quality, workmanship and material.

10. Unsightly Articles. No unsightly articles shall be permitted to remain on a Lot so as to be visible from any other Lot or the Common Areas. 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. 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 Lot except within an enclosed structure or when appropriately screened from view.

11. No Further Subdividing. No Lot or Common Areas may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof 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, or tenants by the entirety.

12. Signs. 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 Developer in connection with the development of Somerset Farm, Somerset Farm II, and Somerset Hollow and the sale of Living Unit and/or Lots and except such signs of customary and reasonable dimensions as may be displayed on a Lot advertising a Lot or Living Unit for sale or lease. Display of any "for sale" or "for lease" sign more than three (3) feet by two (2) feet shall require the prior written approval of the Architectural Committee. 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, but not more than six (6) feet above main floor level, and should be lighted to insure nighttime visibility.

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 the Property between the hours of 2:00 A.M. and 6:00 A.M.

14. No Hazardous Activities. No activities shall be conducted on the Property and no improvements constructed on the 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 the Property and no open fires nor incinerators shall be lighted or permitted on the 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 the Property 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, construction or alteration which in any way alters the exterior appearance of any improvement within the Property nor removal of any improvement within the Property (other than repairs or rebuildings) without the prior approval of the Architectural Committee pursuant to Article VIII hereof.

17. Exemption for Developer. Nothing in this Declaration shall limit the right of Developer to complete excavation, grading and construction of improvements on or to any Lot owned by Developer, or to alter such improvements, or to construct such additional improvements on a Lot as Developer deems advisable so long as such Lot remains unsold, or to use any structure on the Property as a model home or real estate sales or leasing office.

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 Property is restricted to street rights-of-way. Anyone taking "short-cuts" between streets, 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 motorcycles, 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.

#### VIII. ARCHITECTURAL CONTROL

1. Architectural Control Committee. The Board of Trustees 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 indicating that he has read and understood this Declaration.

B. The Owner/builder depositing a \$500.00 security deposit to insure compliance with the provisions of this Declaration. Four Hundred Dollars (\$400.00) of such deposit shall be refundable if all provisions of this Declaration are complied with through the completion of the home and yard. One Hundred Dollars (\$100.00) of said deposit shall be retained by the Architectural Control Committee to reimburse it for plan approved costs. The amount of said security deposit and the amount to be retained by the Architectural Control Committee may be increased by the Board of Trustees of the Association without a vote of the Members or amending this Declaration.

C. The Owner/builder receiving a plat 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, outbuildings, 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, 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 that all Living Units erected by it and all improvements of the Common Areas accomplished by it shall be architecturally compatible with respect to one another.

#### IX. BUILDING RESTRICTIONS

##### FOR SOMERSET FARM AND SOMERSET FARM II:

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 nearer than twenty (20) feet to the front Lot line.

B. Side Yard. Each Lot 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 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:

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 the Architectural Control Committee. 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 purpose 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, slump 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.

8. Landscaping. 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 of 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 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.

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 and structures shall be 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.

#### SOMERSET HOLLOW

The purpose of the Somerset Hollow Building Restrictions is to facilitate the preservation of aesthetic values in the subdivision and to provide each Lot owner with a maximum of privacy. These restrictions shall be construed so as to fulfill this purpose. The Architectural Control Committee shall have the power to grant minor variances to Lot owners in order to so preserve the aesthetic values and provide each Lot owner a maximum amount of privacy.

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 Hollow nearer than twenty (20) feet to the front Lot line.

B. Side Yard. Each Lot in Somerset Hollow shall have minimum combined side yards of twenty (20) feet. The smallest side yard shall be two (2) feet. The minimum distance between any dwelling and/or garage on one Lot from any dwelling and/or garage on an adjacent Lot shall be twenty (20) feet.

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. Rear Yard. Each Lot or parcel of land shall have a rear yard of not less than twenty (20) feet.

E. Rear Yard - Accessory Buildings. An accessory building may be located on the rear property line if said building is constructed and placed upon the property in accordance with all Farmington City ordinances.

2. Projections into Yard. The following structures may be erected on or project into any required yard:

A. Fences and walls in conformance with Section 7 of this document.

B. Landscape elements, including trees, shrubs, agricultural crops and other plants.

C. Necessary appurtenances for utility services.

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 comply with the applicable Farmington City ordinances.

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

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 "Somerset Hollow Earth Tones" as promulgated by the Architectural Control Committee, samples of which shall be made available to the Lot owner. Specifications regarding the color, texture, finish and quality for the above will be posted and made available by the Architectural Control Committee. 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. Said garage shall contain no fewer than 400 square feet of floor space, nor no greater than 600 square feet of floor space.

6. 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, slump block or unpainted concrete block shall be allowed.

B. Height. Fences, walls or hedges shall not exceed six (6) feet.

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 twelve (12) 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.

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

A. Existing vegetation shall not be removed or altered without prior approval of the Architectural Control Committee.

B. 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 of 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.



C. 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 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.

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.

13. Dead Walls. Every outside dwelling wall which is located within five (5) feet of a Lot boundary line shall be a "dead wall." Said dead wall shall contain no windows, doors or other openings. Said dead wall shall be constructed out of masonry material so as to comply with local building and fire codes.

14. There shall be no automobile, truck, boat or recreational vehicle parking on any street within Somers Hollow, except in those areas specifically designated as parking areas. This provision may be enforced by the Association and by the Farmington City Police Department.

#### 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, including reasonable attorneys' fees, 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.

#### XI. EXPANSION OF PROJECT

##### 1. Right to Expand and State of Title to New Lots.

There is hereby granted unto Developer, and Developer hereby reserves, the absolute right and option to expand the Project at any time (within the limits herein prescribed) and from time to time by adding to the Project the Additional Land or a portion or portions thereof. Notwithstanding any provision of this Declaration which might be construed to the contrary, such right and option may be exercised without obtaining the vote or consent of any other person (including any Lot Owner) and shall be limited only as specifically provided in this Declaration. Any given portion of the Additional Land shall be deemed added to the Project at such time as a duly approved subdivision plat and a supplement to this Declaration containing the information required by Section 3 below have been recorded with respect to the portion of the Additional Land concerned. After the recordation of such supplement, title to each Lot thereby created within the portion of the Additional Land concerned and its appurtenant right and easement of use and enjoyment in and to the Common Areas shall be vested in and held by Developer, and none of the other Lot Owners or the Association shall have any claim or title to or interest in such Lot or its appurtenant right and easement of use and enjoyment to the Common Areas.

##### 2. Rights and Statements Respecting Additional Land.

Developer hereby furnishes the following information and statements respecting the Additional Land and Developer's right and option concerning expansion of the Project by the addition thereto of the Additional Land or a portion or portions thereof:

(a) All of the Additional Land need not be added to the Project if any of such Land is added. Rather, a portion or portions of the Additional Land may be added to the Project at any time (within the limits herein prescribed) and from time to time.

(b) There are no limitations or requirements relative to the size, location, or configuration of any given portion of the Additional Land which can be added to the Project or relative to the order in which particular portions of the Additional Land can be added to the Project.

(c) Assuming that the entirety of the Additional Land is added to the Project, the maximum number of

Lots which may be created on the Additional Land is eight (8).

3. Procedure for Expansion. The supplements to this Declaration by which addition to the Project of any portion of the Additional Land is accomplished shall be executed by Developer, shall be consented to by the mortgagee under each mortgage and the beneficiary under each deed of trust which by their terms encumber all or any part of that portion of the Additional Land being added to the Project, shall be in recordable form, must be filed for record in the office of the County Recorder of Davis County, Utah on or before seven (7) years from the date that this Declaration is recorded, and shall contain the following information for that portion of the Additional Land which is being added to the Project:

(a) Data sufficient to identify this Declaration and the subdivision plat respecting that portion of the Additional Land being added to the Project.

(b) The legal description of the portion of the Additional Land being added to the Project.

(c) A statement that such portion of the Additional Land shall thereafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration.

(d) A form for conveyancing the Lots situated in that portion of the Additional Land being added to the Project similar to the forms for conveyancing set forth in Section 2 of Article IV of this Declaration.

(e) A conveyance to the Association of good and marketable title, free and clear of all liens and encumbrances, to all Common Areas situated in that portion of the Additional Land being added to the Project.

(f) A statement that the Lots situated on that portion of the Additional Land shall be subject to the Building Restrictions for Somerset Hollow (and not Somerset Farm) set forth in Article IX of this Declaration.

(g) Such other matters as may be necessary, desirable, or appropriate and as are not inconsistent with any limitation imposed by this Declaration.

Upon the recordation of any supplement contemplated above, it shall automatically supplement this Declaration and any supplements previously recorded. At any point in time, the Declaration for the Project shall consist of this Declaration, as amended and expanded by all supplements theretofore recorded pursuant to the terms hereof.

4. No Obligation to Expand. Except to the extent specifically indicated herein, this Declaration is not intended, and shall not be construed so as, to impose upon Developer any obligation respecting, or to restrict Developer in any way with regard to: (i) The addition to the Project of any or all of the

Additional Land; (ii) The creation or construction of any Lot or other improvement; (iii) The carrying out in any particular way or within any particular time of any development or addition to the Project which may be undertaken; or (iv) The taking of any particular action with respect to any portion of the Additional Land. Except to the extent specifically indicated herein, no covenant, restriction, limitation, representation, or commitment in this Declaration concerning anything that is or is not to occur, apply, or be done on or relative to the Additional Land or any portion thereof shall be binding as to such of the Additional Land as is never added to the Project.

## XII. MISCELLANEOUS

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 the affirmative vote of at least two-thirds (2/3) of all votes 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 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 membership votes 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 in the office of the Davis County Recorder of an instrument executed by the Association. In such instrument an officer or Trustee of the Association shall certify that the vote required by this Section for amendment has occurred.

4. Mortgagee Protection. No "right of first refusal" contained in this Declaration or the Articles shall impair the rights of a Mortgagee to: (i) obtain title to the Lot encumbered by its Mortgage pursuant to the remedies provided for in said Mortgage, pursuant to foreclosure of said Mortgage, pursuant to exercise of a power of sale available under said Mortgage, or pursuant to a deed or assignment in lieu of foreclosure; or (ii) sell or lease such Lot after title thereto is obtained by such Mortgagee.



The lien or claim against a Lot for unpaid assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the Mortgage affecting such Lot, and the Mortgagee thereunder which comes into possession of or which obtains title to the Lot shall take the same free of such lien or claim for unpaid assessment or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder, or taking of a deed or assignment in lieu of foreclosure. No assessment, charge, lien, or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not to burden a Mortgagee which comes into possession or which obtains title shall be collected or enforced by the Association from or against a Mortgagee, a successor in title to a Mortgagee, or the Lot affected or previously affected by the Mortgage concerned.

Unless at least two-thirds (2/3) of the Mortgagees (based upon one vote for each Mortgage), or Owners (other than Developer) of the individual Lots have given their prior written approval, the Association shall not be entitled, by act, omission, or otherwise:

A. To abandon, partition, subdivide, encumber, sell, or transfer all or any part of the Common Areas and Facilities (except for the granting of easements for utilities and similar purposes consistent with the intended use of the Common Areas);

B. To change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

C. To waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Living Units, the exterior maintenance of Living Units, or the maintenance of the Common Areas and Facilities (including maintenance of walks, fences and driveways and the upkeep of lawns and plantings);

D. To fail to maintain the insurance coverage required by paragraph (i) of Section 4 of Article VI of this Declaration;

E. To use hazard insurance proceeds resulting from damage to any part of the Common Areas and Facilities for purposes other than the repair, replacement, or reconstruction of the Common Areas and Facilities so damaged.

In the event any taxes or other charges which may or have become a lien on the Common Areas are not timely paid, or in the event the required hazard insurance described in paragraph (i) of Section 4 of Article VI lapses, is not maintained, or the premiums therefor are not paid when due, any Mortgagee or any combination of Mortgagees may, jointly or singly, pay such taxes or premiums or secure such insurance. Any Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefor from the Association.

No provision of this Declaration or the Articles gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Common Areas and Facilities.

The Association shall establish an adequate reserve to cover the cost of reasonably predictable and necessary major repairs and replacements of the Common Areas and Facilities and shall cause such reserve to be funded by regular monthly or other periodic assessments against the Lots rather than by special assessments.

From and after the time a Mortgagee makes written request to the Association therefor, the Association shall notify such Mortgagee in writing in the event that the Owner of the Lot encumbered by the Mortgage held by such Mortgagee neglects for a period of sixty (60) or more days to cure any failure on his part to perform any of his obligations under this Declaration or the Articles.

Any agreement for professional management of the Project which may be entered into by the Association and any other contract (to which the Association is a party) providing for services by Developer, shall call for a term not exceeding three (3) years and shall provide that either party, without cause and without payment of any termination fee, may terminate the same upon not in excess of ninety (90) days written notice.

Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Association.

In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Section, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority, as the case may be, applicable to the Association with respect to the subject concerned.

No amendment to this Section which has the effect of diminishing the rights, protection, or security afforded to Mortgagees shall be accomplished or effective unless all of the Mortgagees of the individual Lots have given their prior written approval to such amendment. Any amendment to this Section shall be accomplished by an instrument executed by the Association and filed for record in the office of the Salt Lake County Recorder. In any such instrument an officer of the Association shall certify that any prior written approval of Mortgagees required by this Section as a condition to amendment has been obtained.

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 that any construction prior to August 17, 1977 not in compliance with 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. Explanation Concerning Executions. As a precautionary measure and due to certain alleged procedural errors in consolidating Somerset Farm Homeowners Association and Somerset Hollow Homeowners Association into the Association in 1978, special meetings of the Members of the Somerset Farm Homeowners Association and Somerset Hollow Homeowners Association were held simultaneously with the special meeting of the Members of the Association described in Paragraph B of the "Recitals" portion of this Declaration. The officers signing below for Somerset Farm Homeowners Association do thereby certify that, at the above-referenced special meeting of the Member of said Association, there was present in person or by proxy Members entitled to cast 113 of said Association's 150 Class A membership votes, and 109 of said Class A votes were cast in favor, and 4 of said Class A votes were cast against, approving and recording this Declaration. The officers signing below for Somerset Hollow Homeowners Association do thereby certify that, at the above-referenced special meeting of the Member of said Association, there was present in person or by proxy Members entitled to cast 11 of said Association's 13 Class A membership votes, and 11 of said Class A votes were cast in favor, and none of said Class A votes were cast against, approving and recording this Declaration. In addition, at said special meetings of Somerset Farm Homeowners Association and Somerset Hollow Homeowners Association, the Members of said Associations approved the filing of certain "Amended Articles of Consolidation" with the Utah Secretary of State in order to approve and ratify the consolidation of said Associations into the Association. This Declaration has been executed by Somerset Farm Homeowners Association and Somerset Hollow Homeowners Association in order to assure that all parties

which arguably may need to approve this Declaration have done so and for no other purpose.

11. Effective Date. This Declaration and any amendment or supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Davis County, Utah. Notwithstanding the foregoing, the provisions of Section 6 of Article V of this Declaration shall become effective on January 1, 1981. Prior to said date, the terms of the Old Declaration shall govern the matters set forth in said Section.

ATTEST: SOMERSET HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation  
By Diane J. Rutenick Its Secretary  
Douglas L. Park Its President

ATTEST: SOMERSET FARM HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation  
By Douglas C. Stephen Its Secretary  
Vern Bird Its President

ATTEST: SOMERSET HOLLOW HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation  
By Douglas C. Stephen Its Secretary  
Vern Bird Its President

Consented to by: FARMINGTON MEADOWS LIMITED PARTNERSHIP, a Utah Limited Partnership (also known as "Farmington Meadows I Limited Partnership), By Its General Partner, FARMINGTON MEADOWS, INC., a Utah corporation (also known as "Farmington Meadows I, Inc.")  
ATTEST: Douglas C. Stephen Its Secretary  
Vern Bird Its President

Consented to by: FARMINGTON MEADOWS II LIMITED PARTNERSHIP, a Utah Limited Partnership, By Its General Partner, FARMINGTON MEADOWS II, INC., a Utah corporation  
ATTEST: Douglas C. Stephen Its Secretary  
Vern Bird Its President



Consented to by: SOMERSET HOLLOW LIMITED PARTNERSHIP,  
a Utah Limited Partnership, By Its  
General Partner, SOMERSET HOLLOW, INC.,  
a Utah corporation

ATTEST:

Douglas C. Stephens  
Its Secretary

By Vern Bird  
Its President

STATE OF UTAH )  
 ) :ss.  
COUNTY OF Salt Lake )

On this 9<sup>th</sup> day of December, 1980, personally  
appeared before me Douglas L. Pack and Diane L. Rivkind,  
who being by me duly sworn did certify that the facts stated in  
Paragraph B of the "Recitals" portion of the foregoing instru-  
ment are true and correct and did say that they are the President  
and Secretary, respectively of SOMERSET HOMEOWNERS ASSOCIATION,  
a Utah nonprofit corporation, and that the within and foregoing  
instrument was signed in behalf of said corporation by proper  
authority and said Douglas L. Pack and Diane L. Rivkind  
duly acknowledged to me that said corporation executed the same.

My Commission Expires:  
11/29/84

James P. Adrowski  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

STATE OF UTAH )  
 ) :ss.  
COUNTY OF Salt Lake )

On this 10<sup>th</sup> day of December, 1980, personally  
appeared before me Vern Bird and Douglas C. Stephens  
who being by me duly sworn did certify that the facts stated in  
Section 10 of Article XII of the foregoing instrument are true and  
correct, and did say that they are the President and Secretary,  
respectively of SOMERSET FARM HOMEOWNERS ASSOCIATION, a Utah  
nonprofit corporation, and that the within and foregoing instru-  
ment was signed in behalf of said corporation by proper authority  
and said Vern Bird and Douglas C. Stephens duly  
acknowledged to me that said corporation executed the same.

My Commission Expires:  
11/29/84

James P. Adrowski  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

STATE OF UTAH )  
 ) :ss.  
COUNTY OF Salt Lake )

On this 10<sup>th</sup> day of December, 1980, personally  
appeared before me Vern Bird and Douglas C. Stephens,  
who being by me duly sworn did certify that the facts stated in  
Section 10 of Article XII of the foregoing instrument are true and



that said corporation is the General Partner of SOMERSET HOLLOW LIMITED PARTNERSHIP, a Utah Limited Partnership, and that the within and foregoing instrument was signed in behalf of said corporation and said Partnership by proper authority and said Vern Bird and Douglas C. Stephens duly acknowledged to me that said corporation and said Partnership executed the same.

My Commission Expires:

11/29/84

Joseph P. Adamski  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah