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WHEN RECORDED, PLEASE MAIL TO

Parr Waddoups Brown Gee & Loveless
Attn: Robert A. McConnell
185 South State Street, Suite 1300
Salt Lake City, Utah 84111-1537
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RICHARD T. MAUGHAN
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**DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OLD MILL SUBDIVISION
Village - Phase 1A**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR OLD MILL VILLAGE SUBDIVISION (this "Declaration") is made and executed this 23 day [March], 2005, by [Kaysville Development, LLC], a Utah limited liability company ("Declarant").

RECITALS

- A. Declarant is the owner of certain real property in Davis County, Utah, more particularly described on Exhibit A attached hereto (the "Property") Declarant desires to develop the Property as a subdivision consisting of Old Mill Village Subdivision, Phase 1-A (the "Project").
- B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Project.
- C. In order to efficiently manage and to preserve the value and appearance of the Project, it is necessary and desirable to create a nonprofit corporation to maintain real property adjacent to or within the Project and owned by such association ("HOA Real Property"); to collect assessments and disburse funds as hereinafter set forth; and to perform such other acts as shall generally benefit the Project and the Homeowners Old Mill Village Homeowners Association, Inc , a homeowners' association and nonprofit corporation, has or will be incorporated for the purpose of exercising the aforementioned powers and functions

DECLARATION

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, assessments, liens,

charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof

I. DEFINITIONS

The following words, phrases, or terms used in this Declaration shall have the following meanings:

(a) "Additional Land" shall mean and refer to any land located in Davis County, Utah, whether or not owned by Declarant, that is made subject to this Declaration pursuant to Article XI hereof.

(b) "Annual Assessment" shall mean the charge levied and assessed each year against each Lot pursuant to Section 4.2 hereof.

(c) "Association" shall mean the Old Mill Village Homeowners Association, Inc., a Utah nonprofit corporation or limited liability company, organized or to be organized to administer and enforce the covenants and to exercise the rights, powers, and duties set forth in this Declaration.

(d) "Board" shall mean the Board of Trustees of the Association

(e) "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.

(f) "Committee" shall mean and refer to the Architectural Control Committee established pursuant to Article VII hereof

(g) "Common Expenses" shall mean all expenses for maintenance, utilities, and taxes incurred on or in connection with HOA Real Property within or adjacent to the Project, all insurance premiums, all expenses incurred in connection with enforcement of this Declaration, all expenses expressly declared to be Common Expenses by this Declaration or the Bylaws of the Association, and all other expenses which the Association is entitled to incur pursuant to the provisions of this Declaration or its Bylaws.

(h) "Declarant" shall mean and refer to Kaysville Development, LLC, a Utah limited liability company, and/or any successor to said company which, either by operation of law or through a voluntary conveyance or transfer, comes to stand in the same relationship to the Project as did its predecessor.

(i) "HOA Real Property" shall mean all land within or adjacent to the Project that is from time to time owned by the HOA.

(j) "Lot" shall mean any separately numbered and individually described parcel of land shown as a Lot on the Plat and intended for private use and ownership.

(k) "Maintenance Charges" shall mean any and all costs assessed against an Owner's Lot and to be reimbursed to the Association for work done pursuant to Sections 5.2 and 5.3 and fines, penalties, and collection costs incurred in connection with delinquent Annual or Special Assessments pursuant to Section 4.6.

(l) "Member" shall mean any person holding a membership in the Association pursuant to the provisions of Section 2.1.

(m) "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner."

(n) "Plat" shall mean and refer to the following duly-approved and recorded plats:

(i) The plat filed herewith in the office of the Davis County Recorder, entitled Old Mill Village Subdivision, Phase 1, and

(ii) Any plat(s) respecting any Additional Land, but only after the recordation of such plat(s) and only if and after the recordation in accordance with Article XI hereof of supplement(s) to the Declaration adding to the Project the real property covered by such plat(s) and subjecting such real property to the Declaration.

(o) "Project" shall mean the Old Mill Village Subdivision, as shown on the Plat and governed by this Declaration.

(p) "Property" shall mean and refer to that certain real property located in Davis County, State of Utah, and more particularly described on Exhibit A hereof, together with each and every portion of the Additional Land that is added (from and after the time such portion is added) to the Project in accordance with Utah law and the provisions of this Declaration.

(q) "Special Assessment" shall mean any assessment levied and assessed pursuant to Section 4.3

II. MEMBERSHIPS AND VOTING

2.1 Membership. Every Owner shall be a Member of the Association. No evidence of membership in the Association shall be necessary other than evidence of ownership of a Lot. Membership in the Association shall be mandatory and shall be appurtenant to the Lot in which the Owner has the necessary interest. The rights and obligations of a Member shall not be assigned,

transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership of an Owner's Lot, and any such transfer shall automatically transfer the membership appurtenant to such Lot to the new Owner thereof.

2.2 Voting Rights. The Association shall have the following-described two classes of voting membership:

(a) Class A. Class A Members shall be all Owners, except Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held. Although each of the multiple Owners of a single Lot shall be a Class A Member, in no event shall more than one (1) Class A vote exist or be cast on the basis of a single Lot. Which of the multiple Owners of a single Lot shall cast the vote on the basis of that Lot is determined under Section 2.3 of this Article II.

(b) Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which the interest required for membership in the Association is held. The Class B membership shall cease and the Declarant shall become a Class A Member upon the first to occur of the following: (i) The expiration of one hundred and twenty (120) days after: (A) Declarant has affirmatively indicated in a writing duly recorded in the office of the Davis County Recorder that Declarant will not be adding any further Additional Land to the Project; and (B) fee titles to seventy-five percent (75%) of all Lots contained in the Project (including all Additional Land added to the Project prior to the date of such writing) as of the date such writing is recorded have been conveyed by Declarant to purchasers; or (ii) the expiration of fifteen (15) years after the date on which Declarant first conveys to a purchaser fee title to a Lot.

2.3 Multiple Ownership Interests. 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.

2.4 Lists of Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors The Association shall maintain up-to-date records showing the name of each person who is an Owner, the address of such person, and the Lot that is owned by such person. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Davis County, Utah. The Association may for all purposes act and rely on the information concerning Owners and Lot ownership which is thus acquired by it, or at its option, the Association may act and rely on current ownership information respecting any Lot or Lots which is obtained from the office of the County Recorder of Davis County, Utah. The address of an Owner shall be deemed to be the address of the Lot owned by such person unless the Association is otherwise advised.

III. ASSOCIATION

3.1 Formation of Association. The Association shall be a nonprofit Utah corporation or limited liability company charged with the duties and invested with the powers prescribed by law and set forth in its Articles and Bylaws and this Declaration. Neither the Articles nor Bylaws of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

3.2 Board of Trustees and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws of the Association as the same may be amended from time to time. The initial Board shall be composed of three natural persons, who need not be Members of the Association. The Board may also appoint various committees and may appoint a manager (subject to approval of a majority of the Members) who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the manager or any other employee of the Association

3.3 Personal Liability. Neither the Declarant nor any member of the Board, officer, manager, or other employee or committee member of the Association shall be personally liable to any Member, or to any other person, including the Association, for any damage, loss, claim, or prejudice suffered or claimed on account of any act, omission to act, negligence, or other matter, of any kind or nature except for acts performed intentionally and with malice.

IV. ASSESSMENTS

4.1 Purpose of Assessments; Assessment Lien. All Members of the Association hereby covenant and agree, and each Owner, except Declarant, by acceptance of a deed to a Lot, is deemed to covenant and agree, to pay to the Association the following assessments and charges: (a) Annual Assessments, (b) Special Assessments, and (c) Maintenance Charges, all such assessments and charges to be established and collected as hereinafter provided. The Annual Assessments, Special Assessments, and Maintenance Charges, together with interest, costs, and reasonable attorneys' fees, shall be secured by a lien (the "Assessment Lien") on the Lot to which they relate, in favor of the Association, which shall be a continuing servitude and lien upon the Lot against which each such assessment or charge is made. The Assessment Lien shall be a charge on the Lot, shall attach from the date when the unpaid assessment or charge shall become due, and shall be a continuing lien upon the Lot against which each assessment is made. Each assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Assessment Lien may be foreclosed by the Association in the same manner as a mortgage on real property upon the recording of a Notice of Delinquent Assessment or Charge as set forth in Section 4.6 hereof. The Association shall be entitled to purchase the Lot at any foreclosure sale. Notwithstanding anything in this Declaration to the contrary, Declarant shall not be charged, and is exempt from paying, any assessments, whether Annual, Special, Maintenance, or otherwise, with respect to Lots owned by Declarant.

4.2 Annual Assessments Commencing on [April 1, 2005], an Annual Assessment shall be made against each Lot, except any Lot owned by Declarant, for the purpose of paying (or creating a reserve for) Common Expenses. The initial Annual Assessment for all Lots, except any Lot owned by Declarant, shall be \$[250.00] per Lot. To the extent that the Annual Assessments for the first year are insufficient to cover the maintenance obligations of the Association, the Declarant shall pay such excess expense. After [1 year], the Annual Assessment may be increased each year by not more than twenty-five percent (25%) above the Annual Assessment for the previous year without a vote of the Members as required by subsection (b) of this Section 4.2.

4.3 Special Assessments In addition to the Annual Assessment authorized above, the Association may levy, except with respect to Lots owned by Declarant, in any assessment period, a Special Assessment applicable to that period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon any HOA Real Property, or for the purpose of defraying other extraordinary expenses, provided that any such assessment shall have the assent of a majority of the total number of votes held by the Members who are voting in person or by proxy at a meeting duly called for such purpose.

4.4 Uniform Rate of Assessment Annual Assessments shall be fixed at a uniform rate for all Lots, except those Lots owned by Declarant, and may be collected on a yearly basis or more frequently if the Board shall so determine.

4.5 Establishment of Annual Assessment Period The period for which the Annual Assessment is to be levied (the "Assessment Period") shall be the calendar year beginning [2005]. The Board, in its sole discretion from time to time, may change the Assessment Period by recording with the County an instrument specifying the new Assessment Period. The Board shall fix the amount of the Annual Assessment against each Lot at least thirty days in advance of the end of each Assessment Period. Written notice of the Annual Assessment shall be sent to each Member. Failure of the Association to send a bill to any Member shall not relieve the Member of liability for payment of any assessment or charge. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

4.6 Effect of Nonpayment Any assessment or charge or installment thereof not paid when due shall be deemed delinquent and in the discretion of the Board may bear interest from thirty days after the due date until paid at the rate of twelve percent (12%) per annum or other reasonable rate not to exceed eighteen percent (18%) per annum, and the Member shall be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting the same. The Board may also record a Notice of Delinquent Assessment or Charge against any Lot as to which an assessment or charge is delinquent. The Notice shall be executed by an officer of the Association or a member of the Board and shall set forth the amount of the unpaid assessment, the name of the delinquent Owner, and a description of the Lot. The Board may establish a fixed fee to reimburse the Association for the Association's cost in recording such Notice, processing the delinquency, and recording a release of such lien, which fixed fee shall be treated as part of the Maintenance Charge of the Association secured by the Assessment Lien. The Association may bring an action at law against

the Owner personally obligated to pay the delinquent assessment and/or foreclose the lien against such Owner's Lot. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the benefits derived from assessments or abandonment of his or her Lot. Notwithstanding anything in this Declaration to the contrary, Declarant shall not be charged and is exempt from paying any assessments, whether Annual, Special, Maintenance, or otherwise, with respect to Lots owned by Declarant.

4.7 Priority of Lien The Assessment Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the beneficiary is, a lender who has loaned funds with a Lot as security, or held by the lender's successors and assigns, and shall also be subject and subordinate to liens for taxes and other public charges. Except as provided above, the Assessment Lien shall be superior to any and all charges, liens, or encumbrances which hereafter in any manner may arise or be imposed upon each Lot. Sale or transfer of any Lot shall not affect the Assessment Lien.

4.8 Exempt Property. Any property dedicated to, and accepted by, a local governing body shall be exempt from and after such dedication from any Assessment authorized by this Declaration except to the extent such dedication includes any Lot utilized for the purpose of erecting a dwelling thereon.

V. MAINTENANCE

5.1 HOA Real Property The Association, or its duly delegated representative, shall maintain and otherwise manage all HOA Real Property. This maintenance will include the mowing and watering of any landscaped HOA Real Property requiring such service and such snow removal service as is required with respect to the HOA Real Property, as reasonably determined by the Association. The Board shall be the sole judge as to the appropriate maintenance of all HOA Real Property and other properties maintained by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of such properties shall be taken by the Board or by its duly delegated representative.

5.2 Assessment of Certain Costs In the event that the need for maintenance or repair of HOA Real Property and other areas maintained by the Association is caused through the willful or negligent act of any Owner (except Declarant), his or her family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the Maintenance Charge to which such Owner's Lot is subject and shall be secured by the Assessment Lien.

5.3 Improper Maintenance. In the event any portion of any Lot or the exterior of any structure constructed thereon, except Lots owned by Declarant, is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto; or in the event any portion of a Lot, except Lots owned by Declarant, is being used in a manner which violates this Declaration; or in the event any Member, except Declarant, is failing to perform any of its obligations under this Declaration or the architectural guidelines and standards of the Committee, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending

Member that unless corrective action is taken within fourteen days, the Board may cause such action to be taken at such Owner's cost. If at the expiration of such fourteen day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become part of the Maintenance Charge and shall be secured by the Assessment Lien. Any Owner who does not commence construction within two (2) years of its purchase of the applicable Lot shall install a park strip pursuant to the requirements of this Declaration and City ordinances. All Owners shall keep their Lots free of debris and weeds and shall cause the same to be mowed on a monthly basis, as necessary

VI. RIGHTS AND POWERS OF ASSOCIATION

6.1 Association's Rights. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws.

6.2 Rights of Enforcement. The Association, as the agent and representative of the Members, shall have the right to enforce the covenants set forth in this Declaration. The Association or Declarant shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. If the Association prevails in any proceeding at law or in equity to enforce the provisions of this Declaration, the Association is entitled to an award of its costs and reasonable attorneys' fees associated with the action. Failure by the Association or Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.3 Insurance. The Association shall obtain in its name and keep in full force and effect at all times, insurance policies for such casualty and public liability and other insurance policies as the Board deems necessary; provided, however, that the Association shall at all times maintain not less than One Million and 00/100 Dollars (\$1,000,000 00) of commercial general liability insurance

VII. ARCHITECTURAL CONTROL COMMITTEE

7.1 Purpose. In order to create, maintain and improve the Project as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review by the Architectural Control Committee (the "Committee").

7.2 Creation. The initial Committee will consist of three members to be appointed by Declarant in its sole discretion

The Architectural Control Committee shall consist of three members, the majority of which shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to the Committee. In the event of death or resignation of any of the members, the surviving members of the Committee shall have full authority to appoint another person to fill the said vacancy. Except for the initial members appointed to the Committee, all members of the



Committee must be Owners at the time of their appointment. Should any member move his or her residence outside of the Project, such member shall be disqualified to serve and the Committee shall declare a vacancy. At such time that all lots owned by the Declarant are sold, the aforementioned Initial Committee shall be released from responsibility of the Committee. The reorganization of the Committee shall be by a two-thirds (2/3) majority vote of the then current Owners within the Project.

In the event of violation of any of the provisions of this Declaration, the Architectural Control Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violations of these codes and covenants. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration.

7.3 Powers The Committee is hereby authorized to perform (or to retain the services of one or more consulting architects, landscape architects, or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing) the design review functions prescribed in this Declaration and the Association's Bylaws and to carry out the provisions set forth therein.

Each Lot Owner shall be required to pay a \$50 Design Review Fee to the Committee before any home plans shall be reviewed or approved by the Committee, which fee shall be deposited into the Association's general account. If necessary, the applicable Owner shall pay additional costs of architects and other professionals retained by the Committee to review home plans. Lot Owners are encouraged to submit preliminary schematic drawings to the Committee as soon as possible in order to avoid unnecessary revisions and delays in construction.

VIII. COVENANTS, CONDITIONS AND RESTRICTIONS

8.1 Land Use and Building Type. Except for the HOA Real Property, which shall be used for the purposes set forth on or contemplated by the Plat, no Lot shall be used except for family residential and/or agricultural purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling and private garage sufficiently sized for not less than two (2) vehicles. Carports may not be built. On all Lots: (a) Rambler-style houses shall have a minimum of 1,500 finished square feet of main floor area above finished grade; (b) houses with two or more stories shall have a minimum of 1,000 finished square feet of main floor area above finished grade, (c) multi-level houses shall have a minimum of 1,000 finished square feet of main floor area above finished grade (only two levels may be used to determine the 1,000 finished square feet and not all levels), and (d) one-half story houses shall have a minimum of 1,300 finished square feet of main floor area above finished grade. Square footage of any style is excluding garages, porches, verandas, patios, basements, eaves, overhangs, and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Committee. The building exteriors of residential structures shall be constructed of brick, rock, stucco, or a combination thereof. Hardyboard may be used as an accent material where appropriate. No vinyl siding or aluminum siding shall be permitted. Notwithstanding anything in this Declaration to the contrary, the installation of underground utility facilities (i.e. electrical wiring, pipelines, etc.) and appurtenant facilities shall be permitted on the Lots, subject to the installation of the same within the Easements shown on the Plat or subsequently granted by the Owner of the affected Lots.

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8.2 Architectural Control. To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process. No landscaping, grading, excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, along with a plot plan showing the location of all improvements and slopes, including general landscaping plans, have been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade on any Lot, shall be subject to the prior written approval of the Committee. Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from the appropriate governmental jurisdiction.

No construction of home or landscaping may commence without approval by the Committee of the working drawings

- (a) Plot plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts and elevations of floors from a designated point on the street.
- (b) Detailed floor plans showing dimensions and measurements
- (c) Detailed elevations, indicating all materials and showing existing and finished grades
- (d) Detailed sections, cross and longitudinal
- (e) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

Specifications shall give complete descriptions and color samples of materials to be used on the exterior of the residence.

8.3 Construction Time. The Committee shall have final control for approval of all color and material plans. Upon commencement, the construction time for the exterior portion of any structure shall not exceed 18 months from start to finish. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 18-month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Project.

8.4 Building Location No building shall be located on any Lot nearer to the front, rear and side lot lines than the minimum building set-back lines required by applicable local ordinance. In addition to the foregoing, the following set-back requirements shall exist with respect to all buildings in the Project:

Front Yard	30 feet
Side Yard	8 feet
Corner Lot-Side Yard (street side)	20 feet
Rear Yard	15 feet

8.5 Landscaping Any trees, lawns, shrubs, or other planting provided by Declarant and located on HOA Real Property shall be properly nurtured and maintained by the Association. Each Lot Owner, except Declarant, shall be assessed the Annual Assessment set forth in Section 4.2 to maintain these areas. Landscaping for each Lot shall include a combination of turf, trees, including at least two (2) street trees in the front yard and two (2) street trees in the street-side yard of a corner Lots, shrubs, and ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Species, size, and placement of landscape elements shall be determined by the homeowner and approved by the Committee prior to commencement of landscaping. All street trees shall meet applicable Kaysville City standards for street trees. All front yard landscaping shall be completed within one year of the occupancy date of the dwelling, including the installation of an outdoor automatic sprinkler system for irrigation in the front yard of each Lot

8.6 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction

8.7 Accessory Structures and Facilities. Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee. It is understood that outbuildings such as sheds and swimming pool and tennis court dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration as determined by the Committee upon its review pursuant to the approval process set forth in this Declaration. All pools must be fenced in strict compliance with local ordinances and with the prior written approval of the Committee as to fence design and material

8.8 Exterior Antennas, Lights, and Power Lines. Exterior antennas are prohibited. Exposed metal flues, vents, ventilators, or other metallic rooftop protrusions shall be coated or painted with a neutral color that will blend harmoniously with the surrounding Property. TV satellite dishes will be allowed, provided they are placed or screened so they are not readily visible from the street in front of the dwelling and are not in excess of 24 inches in diameter. Exterior lighting that is

detached from the dwelling will not be allowed unless approved by the Committee. It is anticipated that variances for exterior lights, detached from the dwelling, that are positioned above a one-story level (i.e. tennis court lighting) will rarely be given. All power lines and similar type cables shall be buried underground. No shortwave radio antennas or large ground mounted satellite dishes may be constructed on any Lot or attached to any structure thereon.

8.9 Nuisances: Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber, and other building materials will be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may require screening of the storage areas.

No article, material, equipment, or vehicle of any nature shall be parked or stored on any street located within the Property. Licensed, regularly-used passenger vehicles (i.e., visitor vehicles) may be parked on streets within the Project for brief periods of time (i.e., less than 24 hours). Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited.

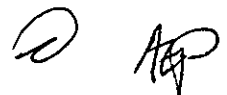
The use or operation of snowmobiles on Project streets is not permitted. The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress of the Property, except to the extent expressly permitted by the Association.

No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operation of any kind shall be permitted upon or in any Lot

The burning of rubbish, leaves, or trash on the Property is prohibited, except as may be specifically permitted by Kaysville City ordinance. All solid waste shall be placed in containers approved by the Association or Kaysville City.

No Owner shall permit any thing or condition to exist upon any Lot that shall induce, breed, or harbor infectious plant diseases or noxious insects

The Committee, in its sole discretion, shall have the right to determine the existence of any nuisance.



8.10 Signs Except as provided in this Section 8.10, no signs of any kind shall be displayed to public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent. Notwithstanding the foregoing, signs used by a builder or developer may be up to 160 square feet in size and may be displayed to advertise the improvement or Lot during the construction period. The placement of signs, graphics, or advertisements that are permanent in nature or represent advertisement for small business conducted in the home or on a Lot is prohibited.

8.11 Animals. The Association is committed to the preservation and protection of native animal wildlife that may from time to time wander onto and through the Property. Such wildlife shall not be fed or hunted within the Project. All animals kept on any Lot shall be maintained in accordance with the rules and regulations imposed by Kaysville City ordinances applicable to residential zoning, this Declaration and any additional rules and regulations imposed by the Association provided such animals are not kept, bred, or maintained for any commercial purposes. Owners desiring to keep animals on their Lots must have Committee approval as to the number and types of animals they wish to keep. No large animal or wild or dangerous animals shall be kept within the Project. No more than four (4) dogs and/or cats may be kept on any Lot. No dog shall be allowed to roam unattended on the Project.

8.12 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 8.2 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

8.13 Restriction on Further Subdivision, Property Restrictions, and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board, which approval must be evidenced on the Plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Board, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for re-zoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Board and the Committee and the proposed use otherwise complies with this Declaration.

8.14 Building Height. No Lot in the subdivision shall have a building or structure that exceeds the building heights allowed pursuant to local ordinances. Unless a different measuring standard is specified in local ordinance, height shall be measured as the vertical distance from average finish grade surface at the building wall to the deck line of a mansard roof or the mean level between eaves and ridge for gable, hip or gambrel roofs. Chimneys, flag poles and similar structures not used for human occupancy are excluded for purposes of calculating the height of a structure. If applicable local ordinances are more restrictive, then they shall govern.

8.15 Non-Residential Use. No gamful occupation, profession, or other non-residential use shall be conducted on the Lot, and no persons shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage without review and approval of the Committee and the appropriate government officials.

8.16 Fuel Storage No tank for storage of fuel may be maintained above the surface of the ground without the prior written consent of the Committee.

8.17 Building Material Storage No building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

8.18 Easements. Easements for installation of and maintenance of utilities, and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or water tank lines or which may change the direction of flow of drainage channels in the area or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Lots 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

8.19 Paving Driveway and other flat paved areas may be concrete, stamped concrete, quarry tile or paving blocks. Gravel areas are not permitted.

8.20 Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the Committee

8.21 Pools, Spas, Fountains, Game Courts. Pools, spas, fountains, and game courts must be approved by the Committee and shall be located to avoid excessive impact to adjacent properties with light or sound. No game courts shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses.

8.22 Fences and Walls. No front yard fences shall be permitted. Fencing and walls may be constructed of white vinyl fencing. No other materials may be used for the construction of fences within the Project. Fences and walls are to be color coordinated with the approved dwelling colors. Use of landscaping materials for hedges and fencing is encouraged. No structures or fences shall be permitted within eight (8) feet of the right-of-way line for any street or public way. Fences, walls, or hedges shall not exceed six (6) feet in height, provided, however, that no wall, fence, or opaque hedge or screening materials shall be maintained within a required front yard. All fences and walls must have prior written approval of the Committee.

8.23 Parking and Storage. No major mechanic work or repairs are to be conducted in streets or front yards of houses. No inoperative automobile or vehicle shall be placed or remain on any Lot or adjacent street for more than 48 hours. No commercial-type vehicles and no trucks shall

be parked or stored on the front yard setback of any Lot or within the side yard buildings setback on the street side of a corner Lot, or on the residential street except while engaged in transportation. Travel trailers, motorhomes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motorhomes, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view as approved by the Committee. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited.

8.24 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Project.

8.25 Supplemental Use Restrictions Upon Expansion In any supplement to this Declaration which is recorded in conjunction with the addition to the Project of a portion of the Additional Land, Declarant shall have the right in its sole discretion to specify use restrictions and standards applicable to such portion. In Declarant's sole discretion, the restrictions and standards so specified may be different than or in addition to the restrictions and standards set forth in the foregoing Sections of this Article VIII

IX. PROPERTY RIGHTS IN HOA REAL PROPERTY

9.1 Easement of Enjoyment. Each Owner shall have a right and easement of use and enjoyment in and to any HOA Real Property. 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 Owner may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee, or contract purchaser who resides on such Owner's Lot.

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

Lot No. _____, contained within Old Mill Village, Phase I-A as the same is identified in the Plat recorded in Book _____, at Page _____, and in the "Declaration of Covenants, Conditions and Restrictions of the Old Mill Village Subdivision" recorded in Book _____ at Page _____, of the official records of the Davis County Recorder. TOGETHER WITH a right and easement of use and enjoyment in and to any HOA Real Property described and provided for in said Declaration of Covenants, Conditions and Restrictions and in the Plat thereof in the official record of the Davis County Recorder.

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.

9.3 Transfer of Title. Declarant agrees to convey to the Association title to the various parcels identified on Exhibit B hereto, 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), as each such parcel is substantially completed. Upon such conveyance, each such parcel shall be HOA Real Property.

9.4 Limitation on Easement An Owner's right and easement of use and enjoyment concerning the HOA Real Property shall be subject to the following.

(a) The right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the HOA Real Property;

(b) The right of the County of Davis 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 Project for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(c) The right of the Association to dedicate or transfer all or any part of the HOA Real Property to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association.

X AMENDMENTS

10.1 Term: Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty years from the date of recordation. From and after such date, this Declaration, as amended, shall be automatically extended for successive periods of ten years each, unless there is an affirmative vote to terminate this Declaration by the then Owners casting sixty-seven percent (67%) of the total votes cast at an election held for such purpose within six months prior to the expiration of the initial effective period hereof or any ten-year extension. The Declaration may be terminated at any time if at least ninety percent of the votes cast by all Owners shall be cast in favor of termination at an election held for such purpose. If the necessary votes are obtained, the Board shall cause to be recorded in the office of the Davis County Recorder a "Certificate of Termination," duly signed by the President and Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon, the covenants herein contained shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

10.2 Amendments This Declaration may be amended by recording in the office of the Davis County Recorder a "Certificate of Amendment," duly signed and acknowledged as required for a Certificate of Termination. The Certificate of Amendment shall set forth in full the amendment



adopted and shall certify that at an election duly called and held pursuant to the provisions of the Articles and Bylaws of the Association, the Owners casting sixty-seven percent (67%) of the votes at the election voted affirmatively for the adoption of the amendment. Notwithstanding the foregoing, with respect to a particular phase of the Project added pursuant to Article XI of the Declaration and the supplement pertaining thereto and the amendment of any "amendments, supplements, or replacements to or for the standards and restrictions set forth in Article VIII" of the Declaration that pertain to such phase and only such phase, the required vote for any such amendment shall be limited to the affirmative vote of the Owners of Lots within the applicable phase representing sixty-seven percent (67%) of the votes attributable to such phase only. Until (a) the Declarant has affirmatively indicated in a writing duly recorded in the office of the Davis County Recorder that Declarant will not be adding any further Additional Land to the Project; and (b) ninety percent (90%) of the Lots in all previously added phases of the Project have been sold, Declarant may unilaterally modify this Declaration to accommodate any use for public, school, park, church, street, or easement purpose without obtaining the consent of any other Owner or the Association.

XI EXPANSION OF PROJECT

11.1 Right to Expand and State of Title to New Lots There is hereby granted unto Declarant, and Declarant 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. 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 Owner, Mortgagee, or the Association) and shall be limited only as specifically provided in this Declaration. Any Additional Land shall be deemed added to the Project and, subject to the terms of this Article XI, to the jurisdiction of the Association at such time as a duly approved subdivision plat and a supplement to this Declaration containing the information required by Section 11.3 of this Article XI have been recorded with respect to the Additional Land concerned. After the recordation of such supplement and plat, title to each Lot thereby created within the Additional Land concerned and its appurtenant right and easement of use and enjoyment in and to HOA Real Property shall be vested in and held by Declarant, and none of the other Owners or the Association shall have any claim or title to or interest in such Lot and such Lot's appurtenant nonexclusive right and easement of use and enjoyment to the HOA Real Property.

11.2 Rights and Statements Respecting Additional Land. Declarant hereby furnishes the following information and statements respecting the Additional Land and Declarant's right and option concerning expansion of the Project by the addition thereto of the Additional Land or a portion or portions thereof.

(a) 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 the Additional Land which can be added to the Project or relative to the order in which the Additional Land can be added to the Project.

(c) There are no limitations or requirements (other than zoning and subdivision restrictions as they may exist or be modified from time to time) relative to the layout, design, size, location, density, permitted uses, legal structure, or other characteristics of the Lots to be created on the Additional Land added to the Project.

(d) Any structure erected on a portion of the Additional Land added to the Project will be constructed in a good and workmanlike manner.

(e) In conjunction with the addition to the Project of the Additional Land, Declarant shall have the right to reserve, in the instruments through which the addition is accomplished, rights-of-way and/or easements for purposes of enabling access to, furnishing utilities to, and facilitating or enabling development of, such other land as Declarant deems necessary.

(f) There shall be no maximum number of Lots which may be created on the Additional Land, subject to applicable zoning requirements. There is no restriction concerning the size of commercial, retail, or recreational facilities that may be constructed on the Additional Land, subject, however, to applicable zoning requirements.

(g) Taxes and assessments relating to the Additional Land added to Project and relating to a period prior to the addition of such Additional Land to the Project shall, prior to such addition, be either paid by the Declarant if then due or escrowed for later payment with a title company in the State of Utah if not then due.

11.3 Procedure for Expansion. The supplements to this Declaration by which addition to the Project of the Additional Land is accomplished shall be executed by Declarant; shall be in recordable form; shall be filed for record in the office of the County Recorder of Davis County, Utah, on or before twenty (20) years from the date that this Declaration is recorded; and shall contain the following information for the Additional Land which is being added to the Project.

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

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

(c) Any amendments, supplements, or replacements to or for the standards and restrictions set forth in Article VIII of this Declaration.

(d) A statement that such 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, as said Declaration may be amended or supplemented in accordance with the immediately foregoing subsection.

(e) A statement that Declarant agrees to convey by Special Warranty Deed to the Association, at or prior to the time it conveys to an Owner the first Lot located on the Additional Land being added to Project, good and marketable title to any parcels or Lots



located therein intended by Declarant to be HOA Real Property situated in the Additional Land being added to the Project, free and clear of all monetary liens and encumbrances (other than the lien of current general taxes and the lien of any current assessments, charges, or taxes imposed by governmental or quasi-governmental authorities).

(f) Such rights-of-way and/or easements as are being reserved by Declarant pursuant to subsection 11.2(e) of this Article XI.

(g) Such other matters as Declarant may deem to be necessary, desirable, or appropriate.

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.

11.4 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 Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (i) the addition to the Project of any 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 the Additional Land.

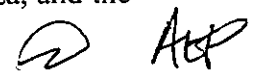
11.5 Owners' Obligation Concerning Expansion of Project or Development of the Additional Land. Each Owner, by acquiring his interest in the Project, agrees not to inhibit or oppose Declarant's future development of the Additional Land. Without limiting the scope of the immediately foregoing sentence, no Owner shall oppose such development in public meetings, by petition, or by legal actions.

XII. MISCELLANEOUS

12.1 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by the covenants and provisions hereof.

12.2 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

12.3 Rule Against Perpetuities. Each provision contained in this Declaration which is subject to the laws or rules sometime referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints or alienation shall continue and remain in full force and effect for the period of 21 years following the death of the last survivor of the issue of Mark Garza, and the



now living children of such issue, or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions contained in this Declaration shall continue and remain in full force and effect in accordance with Section 10.1 hereof.

12.4 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities, and duties, provided such rules and regulations are not inconsistent with the provisions of this Declaration.

12.5 General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Common Areas that do not materially interfere with the best interests of Owners and/or the Association including, but not limited to, access and utility easements, road easements, pedestrian easements, pedestrian and hiking trails, and easements and drainage easements.

12.6 Run with the Land. Declarant for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 23 day of [March], 2005.

KAYSVILLE DEVELOPMENT, LLC, a Utah limited liability company

By [Signature]
Lee Conant, Member

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On the 23rd day of [March], 2005, personally appeared before me Lee Conant, who being by me duly sworn, did say that he is a Member of Kaysville Development, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of the said company by authority of its organizational documents and that the company executed the same.

[SEAL] Notary Public
JUDI MUSICK
4198 E Prospector Dr
Salt Lake City, UT 84121
My Commission Expires
December 3, 2007
State of Utah

[Signature]
Notary Public

EXHIBIT A
to
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OLD MILL VILLAGE SUBDIVISION

Description of the Property

 ACP

Old Mill Village - Phase 1A
Boundary Description

Beginning at a found brass cap marking the West Quarter Corner of Section 3 Township 3 North, Range 1 West, Salt Lake Base & Meridian; and running thence

South 88°08'30" East along the north line of the Southwest Quarter of said Section 3, a distance of 218.39 feet, thence

South 00°09'23" West 181.82 feet, thence

North 89°50'37" West 39.53 feet, thence

South 00°09'23" West 885.00 feet, thence

South 34°42'29" East 793.58 feet, thence

South 63°48'51" East 68.02 feet, thence

South 70°17'09" East 200.00 feet, thence

South 19°42'51" West 155.00 feet, thence

North 70°17'09" West 40.50 feet, thence

South 19°42'51" West 303.96 feet, thence

North 86°26'45" West 89.91 feet, thence

North 34°42'29" West 3027.26 feet, thence

North 55°17'31" East 21.98 feet, thence

North 82°25'10" East 59.26 feet, thence

North 34°42'00" West 294.43 feet, thence

North 55°18'00" East 308.19 feet, thence

South 34°42'00" East 85.10 feet, thence

North 68°34'24" East 189.70 feet, thence

South 21°25'36" East 83.11 feet, thence

South 35°14'20" East 194.34 feet, thence

South 16°52'26" East 120.97 feet, thence

North 82°25'10" East 268.32 feet to the point of curve of a non tangent curve to the right, of which the radius point lies South 56°11'06" West, a radial distance of 1,470.00 feet; thence southeasterly along the arc, through a central angle of 04°02'12", a distance of 103.57 feet; said arc subtended by a chord bearing South 31°47'47" East, a distance of 103.55 feet; thence

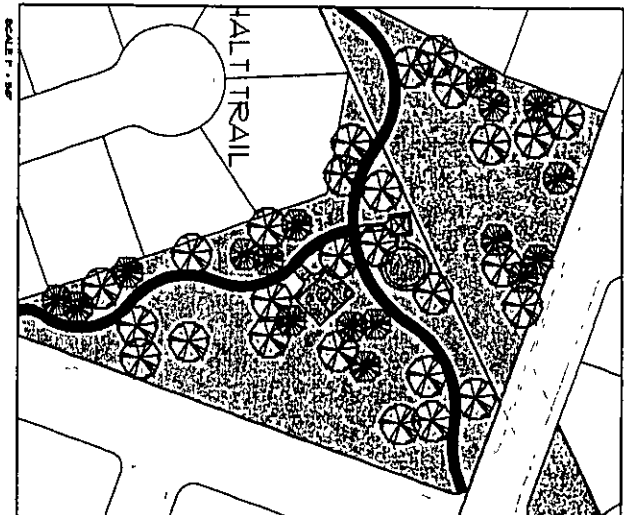
South 29°46'40" East 368.23 feet, thence

North 60°13'20" East 70.00 feet, thence to the Point of Beginning.

Containing 1,714,811 sq ft or 39.37 acres, more or less.

PLANTING SCHEDULE

SYMBOL	PLANTING SCHEDULE	QTY	COMMENTS
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Community Park

- PARK ELEMENTS:**
- 2 PICNIC TABLES
 - 4 BENCHES
 - 1 BASKETBALL HALF COURT
 - 1 PICNIC SHELTER
 - 1 TOT LOT



Old Mill Village
Kaysville, Utah



E.A. Lyman
Landscape Architect
1156 North 100 West
Kaysville, Utah 84043
Phone: 407-4411
Fax: 407-4411



DATE: February 3, 2004
 PROJECT: Old Mill Village
 SHEET: Landscape Plan Phase - 1
 SCALE: 1" = 200'

EXHIBIT B

to

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OLD MILL VILLAGE SUBDIVISION

HOA Real Property

D *ALP*

**BYLAWS
OF
OLD MILL VILLAGE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1.
DEFINITIONS**

1.01 Declaration

As used herein, "Declaration" means the Declaration of Protective Covenants, Conditions and Restrictions for Old Mill Subdivision, as the same may be amended from time to time, recorded in the Official Records of Davis County, Utah.

1.02 Other Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

**ARTICLE 2.
OFFICES**

The Association is a Utah nonprofit corporation, with its principal office located at 4198 East Prospector Drive, Salt Lake City, Utah 84121.

**ARTICLE 3.
VOTING, QUORUM, AND PROXIES**

3.01 Voting.

Votes shall be allocated as set forth in Section 2.2 of the Declaration.

3.02 Quorum.

Except as otherwise required by law or by the Articles, the presence in person or by proxy of Owners entitled to vote more than thirty-five percent (35%) of the total votes of the Owners shall constitute a quorum.

3.03 Proxies

Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Owner or his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary

of the Association before or at the time of the meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

3.04 Majority Vote

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

ARTICLE 4.
ADMINISTRATION

4.01 Annual Meeting.

The annual meeting of the Owners shall be held at a time designated by the Board in the month of September in each year, or at such other date designated by the Board, beginning with the year 2005, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting

4.02 Special Meetings

Special meetings of the Owners, for any purpose, unless otherwise prescribed by statute, may be called by the president or by a majority of the Directors and shall be called by the president at the request of Owners entitled to vote 20 percent or more of the total votes of all Owners.

4.03 Place of Meeting

The Board may designate the Association's principal offices or any place within Davis County, Utah, as the place for any annual meeting or for any special meeting called by the Board.

4.04 Notice of Meeting.

Written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered personally or by mail to each Owner entitled to vote at such meeting not less than ten nor more than fifty days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Owner at his address as it appears in the office of the Association, with postage thereon prepaid. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Board may set a record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the

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person or persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

4.05 Informal Action by Owners

Any action required or permitted to be taken at a meeting of the Owners may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Owners entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Owners

ARTICLE 5.
DECLARANT CONTROL

Declarant shall be entitled to control the Association as set forth in Section 6.02 hereof.

ARTICLE 6.
BOARD

6 01 Number and Election of Directors

The Board shall consist of three (3) Directors. The initial Directors shall hold office until the election or appointment of their successors at the first annual meeting. Thereafter, subject to the terms and conditions of Sections 6.02 and 6.03 below, each Director will hold office for a term of one (1) year, and the Owners shall elect the Directors at the annual meetings.

6.02 Declarant Control Period

i. Subject to the terms and conditions of paragraphs 6 02(ii) and (iii) below, but notwithstanding anything else to the contrary contained in this Declaration or in any other Association Document, Declarant shall have the exclusive right to appoint and remove all Directors and Officers during the Declarant Control Period. The phrase "Declarant Control Period" means the period commencing on the date on which the Declaration was recorded and ending upon the termination of the Declarant's Class B Membership.

ii. Declarant may voluntarily surrender its right to appoint and remove Officers and Directors prior to the expiration of the Declarant Control Period, but, in that event, Declarant may require, for the remainder of the Declarant Control Period, that specific actions of the Association or the Board, as described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective.

iii During the thirty (30)-day period immediately preceding the date on which the Declarant Control Period expires, the Owners shall elect a Board of three (3) Directors as set forth in Section 6.01 above, at least a majority of whom must be Owners other than Declarant or



designated representatives of Owners other than Declarant. Such Directors shall take office upon election.

iv. No management contract, lease of recreational areas or facilities, or any other contract or lease designed to benefit the Declarant which was executed by or on behalf of the Association or the Owners as a group shall be binding after the expiration of the Declarant Control Period unless renewed or ratified by the consent of a majority of the votes in the Association.

6.03 Removal of Directors.

i. Directors appointed by Declarant may be removed, with or without cause, solely by Declarant

ii. Each Director, other than a Director appointed by Declarant, may be removed, with or without cause, by a sixty-seven percent (67%) or greater vote of all Owners of the Lots.

6.04 Replacement of Directors.

i. Vacancies on the Board created by the removal, resignation or death of a Director appointed by Declarant shall be filled by a Director appointed by Declarant.

ii. A vacancy on the Board created by the removal, resignation, or death of a Director appointed or elected by the Owners shall be filled by a Director elected by the Owners.

iii. Any Director elected or appointed pursuant to this Section 6.04 shall hold office for the remainder of the unexpired term of the Director that Director replaced.

6.05 Resignations; Vacancies

Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Other than with respect to a Director appointed by the Declarant during the Declarant Control Period, any vacancy occurring on the Board (by reason of resignation or death) may be filled by the affirmative vote of a majority of the Directors then in office though less than a quorum. A vacancy occurring on the Board created by the resignation or death of a Director appointed by the Declarant during the Declarant Control Period shall be filled by the Declarant appointing a new Director. A Director elected to fill a vacancy shall hold office until the next annual meeting of the Owners and until his successor is duly elected and qualified.

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6.06 Regular Meetings.

Regular meetings of the Board may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Board from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Board for the election of Officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Board is elected.

6.07 Special Meetings.

Special meetings of the Board may be held at any place within the State of Utah or by telephone, provided that each Director can hear each other Director, at any time when called by the president, or by two or more Directors, upon the giving of at least three days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing it prepaid and addressed to such Director at such Director's address as it appears on the books of the Association, or by telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required.

6.08 Quorum.

A majority of the number of Directors fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Directors in attendance shall, except where a larger number is required by law, by the Articles, or by these Bylaws, decide any question brought before such meeting.

6.09 Waiver of Notice.

Before, at, or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director except when such Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

6.10 Informal Action by Directors

Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE 7.
OFFICERS AND AGENTS

7 01 General

The Officers of the Association shall be a president (who shall be chosen from among the Directors), one or more vice presidents, a secretary, and a treasurer. The Board may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by the Bylaws or by the Board, such Officer, agent, or employee shall follow the orders and instructions of the president.

7.02 Removal of Officers

The Board may remove any Officer, either with or without cause, and elect a successor at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

7.03 Vacancies.

A vacancy in any office, however occurring, shall be filled by the Board for the unexpired portion of the term.

7 04 President.

The president shall be the chief officer of the Association. The president shall preside at all meetings of the Association and of the Board. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the Officer with the power to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

7 05 Vice Presidents

The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Board. In the absence of the president, the vice president designated by the Board or (if there be no such designation) designated in writing by the president, shall have the powers and perform the duties of the president. If no such designation shall be made, all vice presidents may exercise such powers and perform such duties.

7.06 Secretary.

The secretary shall:

- (a) keep the minutes of the proceedings of the Owners meetings and of the Board meetings,
- (b) see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law,
- (c) be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Board,
- (d) maintain at the Association's principal offices a record containing the names and registered addresses of all Owners, the designation of the Lot owned by each Owner, and, if such Lot is mortgaged, the name and address of each Mortgagee; and
- (e) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to it by the president or by the Board. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary

7.07 Treasurer

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Association. He shall have such other powers and perform such other duties as may be from time to time prescribed by the Board or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.



ARTICLE 8.
EVIDENCE OF OWNERSHIP, REGISTRATION OF
MAILING ADDRESS, AND LIEN HOLDERS

8.01 Proof of Ownership

Except for those Owners who initially contracted to purchase a Lot from the Declarant, any person on becoming an Owner shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest in the Lot. Such copy shall remain in the files of the Association. An Owner shall not be deemed to be in good standing and shall not be entitled to vote at any annual or special meeting of Owners unless this requirement is first satisfied.

8.02 Registration of Mailing Address.

If a Lot is owned by two or more Owners, such Owners shall designate one address as the registered address required by the Declaration. The registered address of an Owner or Owners shall be furnished to the secretary of the Association within ten days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized to represent the interests of all Owners of the Lot. If no address is registered or if all of the Owners cannot agree, then the address of the Lot shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Lot.

8.03 Liens.

Any Owner who mortgages or grants a deed of trust covering his Lot shall give the Association written notice of the name and address of the Mortgagee and shall file true, correct, and complete copies of the note and security instrument with the Association.

8.04 Address of the Association.

The address of the Association shall be 4198 East Prospector Drive, Salt Lake City, Utah 84121. Such address may be changed from time to time upon written notice to all Owners and all listed Mortgagees.

ARTICLE 9.
SECURITY INTEREST IN MEMBERSHIP

Owners shall have the right irrevocably to constitute and appoint a mortgagee their true and lawful attorney-in-fact to vote their Membership in the Association at any and all meetings of the Association and to vest in the Mortgagee any and all rights, privileges, and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Unless otherwise

expressly provided in such proxy, such proxy shall become effective upon the filing of notice by the Mortgagee with the secretary of the Association. A release of the Mortgage covering the subject Lot shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors, of their duties and obligations as Owners or to impose upon the Mortgagee the duties and obligations of an Owner.

ARTICLE 10.
AMENDMENTS

10.01 By Directors.

Except as limited by law, the Articles, the Declaration, or these Bylaws, the Board shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any Bylaw, the Directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action.

10.02 Owners

Subject to any rights conferred upon first Mortgagees in the Declaration, the Owners may, by the vote of the holders of at least seventy-five percent (75%) of the votes of the Owners, unless a greater percentage is expressly required by law, the Articles, the Declaration, or these Bylaws, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented

ARTICLE 11.
MISCELLANEOUS

11.01 Fiscal Year.

The fiscal year of the Association shall be such as may from time to time be established by the Board.

11.02 Other Provisions.

The Declaration contains certain other provisions relating to the administration of the Project, which provisions are hereby incorporated herein by reference

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