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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
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DEPT REC'D FOR OLD MILL VILLAGE  
HOA

## **Amended Bylaws of the Old Mill Village Homeowners Association, Inc.**

The following shall hereafter be the Bylaws of the Old Mill Village Homeowners Association, a Utah nonprofit corporation (the "Association"), incorporated under the Utah Non-Profit Corporation Act. All capitalized terms used but not defined herein shall have the meaning given them in the Amended Declaration of Protective Covenants, Conditions, and Restrictions for Old Mill Village Homeowners Association, dated and of record in the Office of the Recorder of Davis County, Utah, Entry No.2063106, Book 3758, Pages 319—351, (the "Declaration"), as it may be modified or amended from time to time.

### **ARTICLE I NAME AND LOCATION**

The name of the corporation is Old Mill Village Homeowners Association, Inc. The address of the corporation shall be P.O. Box 153, Kaysville, UT 84037. The meetings of Members and of the Board of Trustees may be held at such places as may be designated by the Board of Trustees.

### **ARTICLE II PURPOSE**

The Association was formed for the purpose of complying with the Declaration, which restrictions establish the rights, duties and responsibilities of the Association for the purpose of enforcing such restrictions and for such other purposes as may be appropriate.

### **ARTICLE III DEFINITIONS, OFFICERS AND COMMITTEE**

#### Definitions

a) "Member" - The Association is a member-owned organization under the Utah Non-Profit Corporation Act. Membership is mandatory for all persons or entities that are Owners of Lots in the Old Mill Village subdivision as defined below. A Member shall be defined as every person or entity who is a record owner of a fee or undivided fee interest in any Lot included within the purview of the subdivision but not including owners who have sold their interest under executory land contracts or purchase money

mortgages. During such time as any land contract or purchase money mortgage is in force, the land contract vendee or purchase money mortgagee shall be considered the Member of the Association. Membership shares shall not be issued in the Association; each Member's interest shall be provable by production of a deed of conveyance verifying their ownership of property in the Old Mill Village subdivision. Any such interest is non-transferable, except by sale or transfer of the Member's interest in the real property located in the Old Mill Village subdivision.

b) "Old Mill Village Subdivision" - Lots 1 through 244, and Lots 246 through 289, all inclusive, of the Old Mill Village Subdivision, part of the West Quarter Corner of Section 3 Township 3 North, Range 1 West, Salt Lake Base & Meridian, Davis County, Kaysville, Utah, a plat recorded in the Davis County Records.

c) "Assessments" - The Association may approve initial, annual and / or special assessments for various purposes, as defined and described in the Declaration. All of the assessments however described or created, shall be deemed "assessments" for all purposes under these Bylaws.

#### **ARTICLE IV MEETINGS**

##### Section 1. Annual Meeting

The annual meeting of the members of the Association shall be held for the purpose of electing members of the Board of Trustees, and for the transaction of such other business as may come before the meeting. Such annual meeting shall be held at such time and place as may be determined by the Board of Trustees. The date of the annual meeting of members shall in no event be changed within the 30 days proceeding the date on which the annual meeting is to be held unless consented to in writing or by resolution adopted at a meeting by unanimous vote of all members entitled to vote at the annual meeting. If the election of Trustees shall not be held on a date designated herein for any annual meeting of the members or at any adjournment thereof, the Board of Trustees shall cause an election to be held at a special meeting of the members as soon thereafter as conveniently may be.

##### Section 2. Special Meetings

The Board of Trustees may call special meetings of the members for any purpose or purposes. The Owners may call a special meeting if not less than 50% of the Owners who are entitled to vote call such a meeting.

##### Section 3. Place of Meetings

The Board of Trustees shall designate any place, either within or without Davis County, as the place of meeting for the annual meeting or for any special meetings called by the Board of Trustees. A waiver of notice signed by all of the members entitled

to vote at a meeting may designate any place either within or without the State of Utah as the place for the holding of such meeting.

Section 4. Notice of Meetings

A written or printed notice stating the place, day and hour of meeting, and, in the case of a special meeting, the purpose for which the meeting is called shall be delivered not less than 15 and no more than 60 days before the date of such meeting, via electronic mail ("email") or via USPS mail if any Owner makes a request in writing to receive such notice(s) in a form other than email. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the Member at her/his address as it appears on the membership rolls of the Association, with postage thereon prepaid. In the case of a special meeting, no business not included within the purposes of the meeting as stated in the notice shall be transacted.

Section 5. Voting Lists

The Secretary of the Association shall maintain a membership roll, which shall be a complete list of the members of the Association. At least 10 days before each meeting of the members a complete list of the members entitled to vote at such meeting or at any adjournment thereof, arranged in alphabetical order with the address and number of Lots held by each, shall be prepared. The list shall be open for a period of 10 days prior to such meeting and shall be maintained by the Secretary at the Secretary's and/or President's home, and shall be subject to examination by any Member entitled to vote at such meeting. The original or duplicate membership roll or list shall be the only evidence as to who are then members entitled to examine such list or the books of the Association, or to vote in person or by proxy at any meeting of members.

Section 6. Proof of Ownership and Registration of Mailing

Any person becoming an Owner shall furnish to the Treasurer of the Association a photocopy or certified copy of the Warranty Deed vesting that person with an ownership interest in the Lot. Such copy shall remain in the files of the Association. If the Lot is owned by two or more Owners, such Owners shall designate one address as the registered address required by the Association. If no address is registered or if all 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 give if delivered to the Lot. Owners are responsible to notify the Association of any change in mailing address.

Section 7. Quorums

At any duly noticed annual or special meeting of the Members, the presence of Members, whether present in person or by proxy, holding at least twenty-five percent (25%) of the voting interests of the Association shall constitute a quorum for the purpose of conducting any business which may properly be conducted at said meeting. If, however, such quorum shall not be present or represented at any meeting, the Board of Trustees shall have

power to adjourn the meeting and reschedule the meeting for a time no earlier than ten (10) minutes, nor later than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an oral announcement at the meeting to be rescheduled. The quorum requirement for the re-scheduled meeting shall be one-half the amount of the original quorum requirement.

Section 8. Proxies

At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by her/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.

Section 9. Voting by Members

Members shall be entitled to one vote per Lot owned on all matters brought before the Members for a vote. When a Member is a corporation, organization or any other legal entity, the president of said corporation or organization, or any other duly appointed representative should have the power to cast the votes of said corporation or legal entity.

Section 10. 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 V  
BOARD OF TRUSTEES**

Section 1. General Powers

The Association's Board of Trustees shall manage the business and affairs of the Association, and shall all be considered officers of the Association. The Trustees may name additional officers, to whom the Board of Trustees may delegate limited management activities as necessary from time to time. All management decisions, all contracts, all evidences of indebtedness and all obligations of any kind shall be unenforceable unless approved and executed by an authorized delegate of the Board of Trustees.

Section 2. Number, Tenure and Qualifications

The Board of Trustees of the Association shall be five (5) in number. However, the Members may vote to amend this Bylaw provision to increase the number of Trustees in the Board of Trustees at any duly convened special or annual meeting of the members, but shall not be authorized to amend this provision to decrease the number of Trustees. Trustees must be Members of the Association or agents of Members in the event the Member is a corporation or

other legal entity other than a natural person. Each Trustee shall hold office for one (1) year following his or her election or until his or her successor shall have been elected and qualified at the annual meeting of the Members. Trustees shall be elected at the annual meeting of Members, by majority vote as described in Section 2 herein.

### Section 3. Regular Meetings

A regular meeting of the Board of Trustees shall be held with or without notice, not to exceed fifteen (15) days after each annual meeting of the Members. The place of the meeting shall be determined by the Board of Trustees.

### Section 4. Special Meetings

Special meetings of the Board of Trustees may be called by or at the request of any Trustee. The Board of Trustees may fix a place within or without the State of Utah for holding any such special meeting of the Board of Trustees.

### Section 5. Notice

Notice of any special meeting called by a Trustee shall be given at least 3 days previous thereto by written notice stating the time, place and purpose and delivered personally, by email, facsimile or in-person to each Trustee at his or her home address. If emailed, such notice shall be deemed delivered on the date and time stamped when sent by the sender. If notice is given by facsimile, such notice shall be deemed delivered upon production of a facsimile activity log indicating that the transmission was successful. If notice is given in-person, such notice shall be deemed delivered when received by the Trustee. Any Trustee may waive notice of any meeting by written statement signed before or after the holding of the meeting. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

### Section 6. Quorums

A majority of the number of Trustees then holding office shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees, but if less than such a majority is present at a meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice.

### Section 7. Action

The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees. Any action that may be taken at a meeting of the Board of Trustees may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all of the Trustees entitled to vote with respect to the Subject matter thereof. If such consent is given through email correspondence, that email shall constitute a signed writing by the sender of the email.

Section 8. Vacancies

Any vacancy occurring in the Board of Trustees may be filled by the affirmative vote of majority of the remaining Trustees. A Trustee elected to fill a vacancy shall be a Trustee until his / her Successor is elected by the members who may make such election at the next annual meeting of the Members or at any special meeting duly called for that purpose and held prior thereto.

Section 9. Compensation

The Board of Trustees may not be paid any compensation for acting as Trustees of the Association. However, by resolution of the Board of Trustees, a Trustee may be reimbursed for expenses incurred on behalf of the Association or may be paid a reasonable fee for services rendered to the Association directly (e.g. accounting services or legal services).

Section 10. Presumption of Assent

A Trustee of the Association who is present at a meeting of the Board of Trustees at which action on any Association matter is taken shall be presumed to have assented to the action taken unless her/his dissent shall be entered in the minutes of the meeting or unless she/he shall file her/his written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after adjournment of the meeting. Such dissent shall not apply to a Trustee who voted in favor of such action.

**ARTICLE VI  
OFFICERS**

Section 1. Control by Board

The Officers for the Association shall include, at a minimum, President, Secretary and Treasurer. Additional Officers shall be allowed at the discretion of the Board of Trustees. The President, Secretary, and Treasurer shall be members of the Board of Trustees. The Board of Trustees shall select persons to act as President, Secretary and Treasurer, and other Officers as determined by the Board of Trustees.

Section 2. Election, Tenure and Terms of Office

The officers of the Association shall be chosen by the Board of Trustees annually at the first regular meeting of the Board of Trustees following the annual meeting of the Members. In the event of failure to choose officers at such regular meeting of the Board of Trustees, Officers may be chosen at any regular or special meeting of the Board of Trustees. Each such Officer (whether chosen at a regular meeting of the Board of Trustees or otherwise) shall hold such office until the next ensuing regular meeting of the Board of Trustees and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these BYLAWS, whichever first occurs. Any person may

hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. The President, Secretary, and Treasurer must be and remain Board Members of the Association during the entire term of their respective offices.

### Section 3. Subordinate Officers

The Board of Trustees may from time to time appoint subordinate officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Trustees may from time to time determine. Subordinate Officers shall not be voting members of the Board, and need not be Board Members of the Association.

### Section 4. Resignation and Removal

Any Officer may resign at any time by delivering a written resignation to any member of the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board of Trustees at any time, with or without cause.

### Section 5. Vacancies and Newly Created Offices

If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Trustees at any regular or special meeting.

### Section 6. President

The President shall preside at meetings of the Board of Trustees and at meetings of the Members. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Member or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board of Trustees.

### Section 7. Vice President

In the event the Board of Trustees chooses to create an Office of Vice President, the Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Board of Trustees or Members. The Vice President shall perform such other duties as required by the Board of Trustees. The Vice President position may be combined with any other office (Secretary, Treasurer, etc.) except the office of President.

### Section 8. Secretary

The Secretary shall keep the minutes of the Association and shall maintain such books and records as these BYLAWS, the DECLARATION, the Rules, and any resolution the Board of Trustees may require such person to keep. If the Board of Trustees elects to create the office of Vice President, the Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act.

Section 9. Treasurer

The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board of Trustees. The Treasurer shall perform such other duties as required by the Board of Trustees.

Section 10. Compensation

No Officer shall receive compensation for any services rendered to the Association as an Officer, provided, however, that an Officer may be reimbursed for expenses incurred in performance of such duties as an Officer to the extent such expenses are approved by the Board of Trustees.

**ARTICLE VII  
COMMITTEES**

Section 1. Designation of Committees

The Board of Trustees may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No member of such committee shall receive compensation for services rendered to the Association as a member of the committee; provided, however, that the committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board of Trustees. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board of Trustees in a written resolution. The Board of Trustees may terminate any committee and any committee member at any time.

Section 2. Proceeding of Committees.

Each committee designated hereunder by the Board of Trustees may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Trustees.

Section 3. Quorum and Action

At each meeting of any committee designated hereunder by the Board of Trustees, the presence of members constituting at least a majority of the authorized membership of such



committee (but in no event less than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Trustees hereunder shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may exercise the authority granted by the Board of Trustees. All action by all committees shall be recorded in writing and reported to the Board of Trustees.

Section 4. Resignation and Removal

Any member of any committee designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation to the President, the Board of Trustees, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Trustees may at any time, with or without cause, remove any member of any committee designated by it thereunder.

Section 5. Vacancies

If any vacancy shall occur in any committee designated by the Board of Trustees due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Board of Trustees, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Trustees.

**ARTICLE VIII  
INDEMNIFICATION**

Section 1. Indemnification

No Board Member, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Board Member, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board Member and/or officer and/or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that Board Member, officer, or committee member having served as a Board Member, officer, or committee member by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case,

even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, committee member's employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel. This indemnification provision excludes all Board members of the Association that were the developer of the Subdivision, or that were appointed by the developer during the period of developer control.

Section 2. Other Indemnification

The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under any Bylaw, agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Board Members, officers, and committee members be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these BYLAWS. The indemnification herein provided shall continue as to any person (save for the developer or his appointees as stated in Article VIII, Section 1) who has ceased to be a Board Member, officer, committee member, or employee, and shall inure to the benefit of the heirs, executors and administrators of any such person.

Section 3. Insurance

The Board of Trustees, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, committee member, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VIII.

Section 4. Settlement by Association

The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Trustees, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

**ARTICLE IX  
CONTRACTS, LOANS, CHECKS AND DEPOSITS**

Only the Board of Trustees may execute contracts on behalf of the Association. Only the Board of Trustees may authorize loans on behalf of the Association and no evidence of indebtedness shall be issued in the corporate name unless authorized by resolution of the Board of Trustees. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by two (2)

members of the Board of Trustees. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of Association in such banks, trust companies or other depositories as the Board of Trustees may select.

## **ARTICLE X RECORDS AND AUDITS**

The Association shall maintain within the State of Utah all documents, information, and other records of the Association in accordance with the DECLARATION, these BYLAWS, and the Utah Revised Nonprofit Corporation Act in the manner prescribed by a resolution adopted by the Board of Trustees.

### Section 1. General Records

- a) The Board of Trustees or managing agent for the Association shall keep detailed records of the actions of the Board of Trustees and managing agent or manager; minutes of the meetings of the Board of Trustees; and minutes of the Member meetings of the Association.
- b) The Board of Trustees shall maintain a book of resolutions containing the Rules and policies adopted by the Association and Board of Trustees.
- c) The Board of Trustees shall maintain a list of Members.
- d) The Association shall retain within the State of Utah all records of the Association for not less than the period specified in applicable law.

### Section 2. Records of Receipts and Expenditures

The Board of Trustees or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Association and the Project, itemizing the maintenance and repair expenses of the Common Areas or Association property and any other expenses incurred.

### Section 3. Financial Reports and Audits

- a) A Statement of Activities of the Association and a Statement of Financial Position showing the assets and liabilities shall be rendered by the Board of Directors to all Owners at least annually.
- b) From time to time the Board of Trustees, at the expense of the Association, may obtain an audit and/or review by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Members and Eligible Mortgagees of Lots. At any time any Member or Eligible Mortgagee may, at such Member's or Eligible Mortgagee's

own expense, cause an audit or inspection to be made of the books and records of the Association.

Section 4. Inspection of Records by Owners

- a) Except as provided in Section 5 below, all records of the Association shall be reasonably available for examination by a Member and any Eligible Mortgagee of a Lot pursuant to Rules adopted by resolution of the Board of Trustees.
- b) The Board of Trustees shall maintain a copy, suitable for the purposes of duplication of the following:
  - i) The Declaration, Bylaws, and any amendments in effect or supplements thereto, and Rules of the Association.
  - ii) The most recent financial statement prepared by or at the direction of the Board of Trustees
  - iii) The current operating budget of the Association.
- c) The Association, after receipt of a written request by a Member, shall, within a mutually agreeable period of time, furnish the requested information required to be maintained under this Section.
- d) The Board of Trustees, by resolution, may adopt reasonable Rules governing the frequency, time, location, notice and manner of examination and duplication of Association and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred to furnish the information, including any and all fees the Association may be charged by its designee that assists the Association in furnishing this information.

Section 5. Records Not Subject to Inspection

Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

- a) Personnel matters relating to a specific identified person or a person's medical records.
- b) Contracts, leases, and other business transactions that are currently under negotiation to purchase or provide goods or services.
- c) Communications with legal counsel that relate to matters specified in subsections a. and b. of this Section, or current or pending litigation.
- d) Disclosure of information in violation of law.

- e) Documents, correspondence, or management or Board of Trustee reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session.
- f) Documents, correspondence, or other matters considered by the Board of Trustees in executive session.
- g) Files of individual Members, other than those of a requesting Member or requesting Eligible Mortgagee of an individual Member, including any individual Member's file kept by or on behalf of the Association.

## **ARTICLE XI RULES AND REGULATIONS**

The Board of Trustees shall have the authority to adopt and establish by resolution such management and operational Rules and regulations as it may deem necessary for the maintenance, operation, management, and control of the Subdivision, and the Board of Trustees may from time to time, by resolution, alter, amend, and repeal such Rules and regulations and use their best efforts to see that they are strictly observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such Rules and regulations shall apply and be binding upon all Members of the Association. Copies of all Rules, regulations, and resolutions adopted by the Board of Trustees shall be sent to all Lot Owners at least ten (10) days prior to the effective date thereof.

## **ARTICLE XII WAIVER OF NOTICE**

Whenever any notice of meeting is required to be given to any member or Trustee of the Association under the provisions of these BYLAWS or under the provisions of the DECLARATION, the waiver in writing may be signed by the person or persons entitled to such notice before or after the holding of the meeting.

## **ARTICLE XIII AMENDMENTS**

### Section 1. How Proposed

Amendments to these BYLAWS shall be proposed by either a majority of the Board of Trustees or by Members holding at least forty percent (40%) of the voting interests of the Association. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon.

### Section 2. Adoption

Amendments may be approved by the Association at a duly constituted meeting or by written ballot in lieu of a meeting for such purpose. These BYLAWS may be amended, altered, or repealed and new Bylaws may be adopted by the Members upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association.

Section 3. Execution and Recording

An amendment shall not be effective unless and until certified by the President of the Association as being adopted in accordance with these BYLAWS, acknowledged, and recorded with the Recorder's Office of Davis County, State of Utah.

**ARTICLE XIV  
MISCELLANEOUS PROVISIONS**

Section 1. Waiver

No restriction, condition, obligation, or provision contained in these BYLAWS shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 2. Invalidity; Number, Captions

The invalidity of any part of these BYLAWS shall not impair or affect in any manner the validity, enforceability or effect of the balance of these BYLAWS. As used in these BYLAWS, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these BYLAWS.

Section 3. Conflicts

These BYLAWS are intended to comply with the DECLARATION. In case of any irreconcilable conflict, the DECLARATION shall control over these BYLAWS.

EXECUTED this 6 day of August, 2014.

**BOARD OF TRUSTEES, OLD MILL VILLAGE HOMEOWNERS ASSOCIATION**

Janne Tyson  
\_\_\_\_\_  
President

STATE OF UTAH            )  
                                  ) ss  
Davis COUNTY        )



I swear and affirm that the individual signatories to this document did present themselves to me and did verify their identity.

Michelle Braithwaite  
\_\_\_\_\_  
Notary Public for the State of Utah

## EXHIBIT A

to

### Amended Bylaws of the Old Mill Village Homeowners Association, Inc.

Legal Descriptions and Tax ID Numbers for the Lots and Open Spaces within the Old Mill Village Subdivision, Phases 1A, 1B, 2A, and 2B:

#### **Phase 1A**

All of Lots 1—39, 103—123, Old Mill Village Phase 1A, Cluster Subdivision,  
Tax ID # 08-358-0001 – 0039; 08-358-0103 – 0123.

All of Open Spaces A, B and G, Old Mill Village Phase 1A, Cluster Subdivision,  
Tax ID # 08-358-0124 – 0126.

#### **Phase 1B**

All of Lots 40—102, 124—174, Old Mill Village Phase 1A, Cluster Subdivision,  
Tax ID # 08-367-0040 – 0102; 08-367-0124 – 0174.

All of Open Spaces B, C, D, E, F, H, I, J, K, Old Mill Village Phase 1B, Cluster Subdivision,  
Tax ID # 08-367-0175 – 0183.

#### **Phase 2A**

All of Lots 201—244, Old Mill Village Phase 2A, Cluster Subdivision,  
Tax ID # 08-409-0201 – 0244.

All of Open Spaces A and H, Old Mill Village Phase 2A, Cluster Subdivision,  
Tax ID # 08-409-0246 – 0247.

#### **Phase 2B**

All of Lots 245—289, Old Mill Village Phase 2B, Cluster Subdivision,  
Tax ID # 08-406-0245 – 0289.

All of Open Spaces C, D, E, F, G and H, Old Mill Village Phase 2B, Cluster Subdivision,  
Tax ID # 08-406-0290 – 0295.