

**DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS OF  
THE OLD MILL SUBDIVISION**

**THIS DECLARATION** is made this 22<sup>nd</sup> day of August 2012, by Old Mill Capital LLC hereinafter referred to as the “Declarant.”

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of majority of certain property hereafter referred to as the “Lots” in Utah County, State of Utah, more particularly described as follows:

See Exhibit “A” attached hereto and incorporated herein by Reference, being all of Old Mill Subdivision Phase I located in Spanish Fork City, Utah County, Utah.

All of the Lots in Old Mill Subdivision – Phase I are in accordance with the official plat thereof filed with Utah County, Utah.

**WHEREAS**, Declarant intends that the Lots, and each of them, together with the common easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth.

**NOW, THEREFORE**, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold, and conveyed subject to the following easement, restrictions, covenants and conditions, which shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to benefit of each owner thereof.

**ARTICLE I  
ARCHITECTURAL CONTROL**

The Old Mill Architectural Control Committee (here after “ACC”) shall, initially, be composed of three officers or designees of the Declarant. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the ACC, the remaining members of the ACC shall have full authority to select a successor. Neither the members of the ACC, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At such time as at least three fourths of the Lots are sold, the owners of each Lot shall thereupon be entitled to have one (1) vote per Lot to elect new ACC members.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the project, nor shall any exterior addition or change of alteration there in be made until the plans and specifications showing the nature, kind, shape, height, materials, and

location of the same shall have been submitted to and be approved in writing as the harmony of external design and location in relation to the provisions herein and to surrounding structures and topography by the ACC. The ACC's approval or disapproval as required in these covenants shall be in writing.

The owner must submit a set of formal plans, specifications, and site plan to the ACC before the review process can commence. In the event the ACC or its designated representative fails to respond in writing within 21 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have fully complied with.

## **ARTICLE II RESIDENTIAL AREA COVENANTS**

**2.1 GENERAL CONDITIONS.** All residential and auxiliary construction shall conform to the following:

- 2.1a. No residence shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories above the curb height, and private garage for no less than three vehicles.
- 2.1b. All construction shall be comprised of new materials with prior written approval of the ACC as defined herein.
- 2.1c. The owner of a Lot will be required to have a residence constructed within twenty-four months of the closing of the purchase of the Lot.
- 2.1d. All other outside auxiliary buildings must conform to Spanish Fork City's ordinances. These auxiliary buildings must conform and blend into environment created by the main residence and must finished with stucco, brick, rock and other material as approved by the ACC.

**2.2 DWELLING, QUALITY, SIZE.** The square footage of the home must be in compliance with the square footage requirements as stated in the Spanish Fork City's zoning ordinances for the present zoning. In addition, each dwelling must conform to the following:

- 2.2a. Provide an attached or detached garage for a minimum of three cars.
- 2.2b. No move on, mobile, manufactured or modular buildings are allowed.
- 2.2c. The front of each dwelling must be covered with 20% brick or rock and the entire the dwelling must contain a cumulative total equal to 10% masonry product (exclusive of concrete based siding). The rest of the house must be covered with concrete siding, stucco or similar siding using a combination of the foregoing, or the equivalent as approved by the ACC.
- 2.2d. All roofing material must be a twenty five year architectural grade shingles, cedar or tile or as approved by the ACC.  
The roof slope of each building (residential and auxiliary) must have 6/12 pitch or greater.
- 2.2e. Side load garages (entrance from the side rather than from the front) are encouraged.

**2.3. GOVERNMENT ORDINANCES.** All Improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the governing authority including Spanish Fork City, Utah County, and the State of Utah.

**2.4. EASEMENT.** Easements for installation and maintenance of utilities, water systems, and drainage are reserved as shown on the recorded plat. Within these easements no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, operation, maintenance, drainage, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage in the easements.

**2.5. NUISANCES.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become and annoyance or nuisance to the neighborhood. This would include parking of any vehicles on the road or in the front set back areas of the lot/home. No semi-tractor/trailer rigs, in whole or in part are allowed in the subdivision. No trailers, boats, or other vehicles are to be parked on the street or in the front of the home or over night. No hazardous wastes will be allowed to be stored or dumped on any Lot.

**2.6. TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, tent garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently, unless previously approved by the ACC.

**2.7. GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, junk or other waste shall not be kept, except in sanitary containers. No abandoned or junk vehicles will be stored on any Lot.

**2.8 LANDSCAPING.** All front side yards must be landscaped within six (6) months after the residential dwelling is occupied. All park strips and Lots must be kept free of weeds. No Russian olive trees may be planted on a Lot. Unless an exception is granted by the ACC, a One-thousand dollar (\$1000) deposit must be paid to the ACC at the time the house plans are approved. This money will be returned if the home owner completes the landscaping of the front and side yards within the first six months of occupancy. If the homeowner fails to complete the landscaping within the six month period the money will be retained by the ACC in concert with pursuing other legal remedies available at law.

**2.9 HIGH WATER TABLE DISCLOSURE.** All purchasers of lots and or homes have been informed that Old Mill Estates is in a location known to have a high water table. Each owner or prospective purchaser shall undertake its own investigation as to the water table depth on the Lot where they desire to construct a home and its basement elevation. Further lot owners and or future homeowners shall not hold the Declarant responsible for any impacts of the high water table to their home or as the

case may be their future residence wherein it has been constructed on an Old Mill Estates Lot.

2.10 **SIGNS.** No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one sign of not more than thirty-two (32) square feet advertising the property for sale or signs used by a builder to advertise the property during construction and sales period. An twelve (12) square foot sign may used to advertise the home for resale.

2.11 **OWNERSHIP.** This section serves to preserve the rights of ownership by making specific regulations that will protect the integrity of the Lots. Property owners will be responsible for any and all of their Property. Lots cannot be divided into smaller Lots.

2.12 **FENCES.** Each lot owner who desires to install a fence be required to use acceptable materials consisting of earth tone colors. Under no circumstances shall fencing be allowed that is all white vinyl or chain link (using chain link fencing for dog kennels is exempted).

**SECTION III  
OPERATION AND MAINTENANCE**

**3.1. ACC ACCESS TO LOTS.** The ACC shall have an irrevocable right of access to each Lot to make or have made emergency repairs and to do other work reasonably necessary or useful for the proper maintenance or operation of any community related systems.

**ARTICLE IV  
GENERAL PROVISIONS**

**4.1. ENFORCEMENT.** Any owner or the ACC 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 the declaration. Failure by any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of right to do so thereafter. Lot owners found in violation will be liable for reasonable court costs and attorney fees.

**4.2. SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force effect.

**4.3. AMENDMENT.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years at the request of the owner or owners of at least two (2) Lots. This declaration may be amended or terminated by a vote of at least sixty-five percent (65%) of the total votes

of all owners present at a duly noticed and called meeting. The votes counted shall be based on one (1) vote per Lot, which vote shall be taken at a duly called meeting. Any approved amendment shall be reduced to writing, signed, and recorded against the Lots.

**4.5 NOTICES.** As called for herein for the ACC approval or any other matter relating to these Condition Covenants and Restrictions, inquiries or requests can be sent to the following:

CW Management Corporation  
Attn: Chris McCandless, President  
Wayne Niederhauser, Vice President

9071 South 1300 West Suite 200  
West Jordan, Utah 84088  
Office telephone: 801-984-5770

## **ARTICLE V INCLUSION OF ADDITIONAL LOTS**

**5.1. RIGHT TO INCLUDE ADDITIONAL LOTS.** There is hereby granted unto Declarant and Declarant hereby reserves, the absolute right and option, in its sole discretion, to include additional lots under the terms and conditions of this Declaration at any time and from time to time. Notwithstanding any provisions 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 the owner or a mortgagee of any Lot, or the ACC) and shall be limited only as specifically provided in this Declaration. Without limiting the scope of the immediately foregoing sentence, no Owner shall oppose such development in public meetings, by petition, or by legal actions. The inclusion of additional lots shall not create any right or claim in any Lot owner or the committee except as a provided herein. The right to include additional lots shall be limited to lots which have a similar water right to that of the Lots in Old Mill Subdivision.

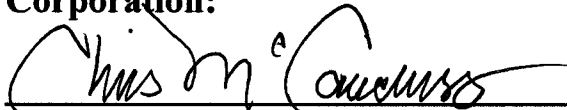
**5.2. EFFECT OF INCLUSION OF ADDITIONAL LOTS.** In the event that additional lots are included under the terms and conditions of this Declaration, each such lot shall be deemed to be a Lot as defined herein and the owners thereof shall be deemed to be Lot owners subject to all rights and obligations here of including the Residential Area covenants, Assessments, Operation and Maintenance, and the General Provisions from the and after the date such lots are included here under in the manner herein provided. The lots included by Declarant shall thereupon be counted as Lots owned by the Declarant for voting for members of the ACC. Additional lots may be referred to as being in subsequent future phases of Old Mill Subdivision.

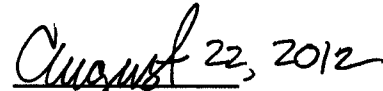
**5.3. PROCEDURE FOR INCLUSION.** Any additional lots, to be included hereunder, shall be deemed included under this Declaration and subject to the Declarant at such time as a duly approved subdivision plat pertaining thereto and a supplement to this Declaration containing the information required below shall have been recorded with respect to the additional lots concerned. The supplement(s) to this Declaration, by which the addition of lots is accomplished shall be executed by Declarant; shall be in recordable form; shall be filed for recording in the office of the County Recorder of Utah County, Utah, on or before Ten (10) years from the date that this Declaration is recorded; and shall contain the following information:

- (a) Data sufficient to identify this Declaration and the plat respecting the lots to be included hereunder including the legal description thereof.
- (b) Such other matters as Declarant may deem to be necessary, desirably, or appropriate.

**IN WITNESS WHEREOF**, the undersigned, being the Declarant herein, has hereunto set its hand the day first above written.

**DECLARANT: Old Mill Capital LLC by its Manager CW Management Corporation:**

  
 \_\_\_\_\_  
 Chris McCandless, President

  
 \_\_\_\_\_  
 Date

**Notary:**



## EXHIBIT "A"

Lots 1 ,2, 3, 4, and 5, Plat "A", OLD MILL ESTATES AT SPANISH FORK, Spanish Fork, Utah, according to the official plat thereof on file and of record in the office of the Utah County Recorder.