

Kaysville Development, LLC
PO BOX 711879
Salt Lake City, UT 84171

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RICHARD T. MAUGHAN
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SECOND ADDENDUM TO DECLARATION OF PROTECTIVE COVENANTS
FOR OLD MILL VILLAGE SUBDIVISION

THIS SECOND ADDENDUM is made and entered into this 6th day of September, 2005, by Kaysville Development, LLC, a Utah limited liability company qualified to do business and doing business in the State of Utah ("Declarant"), with and for the benefit of the Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah, its successors and assigns ("Water District").

RECITALS

A. Declarant previously recorded that certain plat of subdivision known as "Old Mill Village Subdivision, Phase 1-A" (the "Project"), in the official records of Davis County, State of Utah. The plat was recorded on April 1, 2005, as Entry No. 2063105, in Book 3758, at Page 318;

B. Declarant is the record owner of that certain tract of real property known as "Old Mill Village, Phase 1B" ("Phase 1B"), which property is more specifically shown on the plat thereof recorded in the official records of Davis County, State of Utah, on August 19, 2005, as Entry No. 2098464, in Book 3853, at Page 907. The metes and bounds description of Phase 1B is set forth on attached Exhibit "A" of this Addendum;

C. Declarant desires to include Phase 1B as part of an expanded Project. Accordingly, Declarant recorded in the official records of Davis County, State of Utah, on August 19, 2005, as Entry No. 2098465, in Book 3853, at Pages 908 through 911, the "Supplement to Declaration of Protective Covenants, Conditions and Restrictions For Old Mill Subdivision Adding Old Mill Village Phase 1B," whereby Declarant declared that the Project was expanded to include Phase 1B, and that Phase 1B was a part of the Project as of the recording date;

D. Water District has acquired or will acquire all right, title and interest in Lots 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, and 59 in Phase 1B of the Project (collectively, the "District Lots"), for the purpose of future construction, installation, operation, maintenance, inspection, repair, removal, and replacement of an underground water distribution pipeline system and related underground and minor above-ground infrastructure, facilities and appurtenances, which minor above-ground features may include, but are not limited to, vent piping, cathodic protection test stations, electric service meters, and other similar minor above-ground improvements (collectively, the "Water System"). To the extent located within Phase 1B of the Project, the Water System shall not include large system components such as pump stations, treatment facilities, or similar improvements;

E. Declarant has previously executed that certain "Declaration of Protective Covenants, Conditions, and Restrictions For Old Mill Subdivision," dated March 25, 2005 (the "Original Declaration"), which was recorded in the official records of Davis County, State of Utah, on April 1, 2005, as Entry No. 2063106, in Book 3758, at Page 319. Subsequent thereto, Declarant executed that certain "First Addendum to Declaration of Protective Covenants For Old Mill Village Subdivision," dated March 31, 2005 (the "First Amendment"), which was recorded

in the official records of Davis County, State of Utah, on April 1, 2005, as Entry No. 2063107, in Book 3758, at Page 352. And, subsequent thereto, Declarant executed that certain "Corrected First Addendum to Declaration of Protective Covenants For Old Mill Village Subdivision," dated as of March 31, 2005 (the "Corrected Addendum"), which was recorded in the official records of Davis County, State of Utah, on April 6, 2005, as Entry No. 2064237, in Book 3761, at Page 629. The Original Declaration, the First Amendment, and the Corrected Addendum are collectively referred to herein as the "Declaration", and,

F. Declarant and Water District desire to enter into this Second Addendum to the Declaration to modify, supplement, and clarify the Declaration to the extent necessary to facilitate the Water District's operation of the Water System on the District Lots.

NOW THEREFORE, in consideration of the foregoing Recitals, the Water District's purchase of the District Lots from Declarant, and Ten Dollars and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, Declarant and Water District declare and agree as follows with respect to the Declaration and the District Lots. Capitalized terms used herein shall have the same meaning, if any, given them in the Declaration.

1. Facilitation of Water System. Notwithstanding anything in the Declaration, any amendments or supplements thereto, any rules or regulations related thereto, or in any documents establishing or pertaining to the Association or the Project, nothing in the Declaration or such other documents shall affect, or be applied to, or be interpreted in any manner which interferes with the Water District's construction, installation, operation, maintenance, inspection, repair, removal, and/or replacement of the Water System on the District Lots in the Project at any time, now or in the future.

2. Water System Easements. The Water District shall have the absolute right, without the approval of the Board, the Association, and/or the Committee, to record now or in the future, such easements, rights of way, or covenants, conditions and restrictions on any portion of the District Lots as may be necessary or convenient in, the Water District's sole discretion, to facilitate the construction, installation, operation, maintenance, inspection, repair, removal, and/or replacement of the Water System.

3. Construction of Water System. Upon commencement of construction of the Water System, the Water District shall diligently pursue completion of the same, such that the portion of the Water System located within the Project shall be completed within six (6) months after the commencement of trenching and excavation on the District Lots.

4. Non-Applicable Provisions. Prior to the conveyance of the applicable District Lots pursuant to Section 6 hereof, and without limiting the generality of paragraph 1 of this Addendum, the following provisions of the Declaration (and any similar provisions in any amendment or supplement thereto) shall not apply to the District Lots, and the District Lots and Declarant shall be exempt from such provisions: Section 5.3, but only to the extent that such Section could be construed to interfere with the construction, installation, operation, maintenance, inspection, repair, removal, and/or replacement of the Water System; Article VII; Section 8.1, but only to the extent that such Section could be construed to interfere with the construction, installation, operation, maintenance, inspection, repair, removal, and/or

replacement of the Water System; Section 8.2, Section 8.3, except for the last sentence thereof, which sentence shall apply to the District Lots; Section 8.5, but only to the extent that such Section imposes lot specific landscaping requirements; Section 8.9, but only to the extent that such Section could be construed to interfere with the construction, installation, operation, maintenance, inspection, repair, removal, and/or replacement of the Water System; Section 8.10, but only in so far as such Section imposes restrictions on temporary signage required in connection with the construction, installation, operation, maintenance, inspection, repair, removal, and/or replacement of the Water System or the Water District's typical permanent signage used to identify the location of its water lines and appurtenant facilities in residential subdivisions generally; Sections 8.15, 8.18, 8.19 and 8.22, but only to the extent that such Sections could be construed to interfere with the construction, installation, operation, maintenance, inspection, repair, removal, and/or replacement of the Water System and, provided further, that access roads required in connection with the Water System may be constructed of asphalt; Section 10.2, but only to the extent that any such amendment: (a) is not approved by the Water District in writing; and (b) imposes covenants, conditions or restrictions that interfere with the construction, installation, operation, maintenance, inspection, repair, removal, and/or replacement of the Water System; and, Section 12.4, but only to the extent that the rules and regulations adopted pursuant to such Section could be construed to interfere with the construction, installation, operation, maintenance, inspection, repair, removal, and/or replacement of the Water System.

5. No Amendment. The terms and provisions of this Addendum may not be terminated, amended, modified, or affected in any way absent the Water District's prior written, and recorded consent, which consent may be withheld in the Water District's sole and absolute discretion. The Water District may, in its sole discretion, terminate this Addendum as to one or more of the District Lots at any time, by recording a notice of termination as to such Lot(s). This termination right is personal to the Water District and does not run with the land, or benefit any successors or assigns of the Water District. Any attempted termination or modification of the terms of this Addendum without the District's prior written and recorded consent shall be void and unenforceable.

6. Subsequent Conveyance of District Lots. In the event and at such time as the Water District conveys one or more of the District Lots to any third party for the purpose of construction of a residence, such subsequent owner or their successors and assigns shall be subject to all provisions of the Declaration pertaining to the design, quality and appearance of residences constructed in the Project, and to all other provisions of the Declaration which do not adversely affect or impact the Water System. To the extent that the Water District obtains approval of the City with respect to a variation of the set back requirements set forth in Section 8.4 of the Declaration for the District Lots, the Association and Architectural Committee shall consent to such variation; provided, however, in no event shall the front yard set back be less than twenty (20) feet. The Association and Architectural Committee shall not oppose any attempt by the Water District to obtain such variation.

7. Other Lots. All conveyances of Lots in the Project shall be made subject to the terms, conditions and easements set forth in this Addendum.

8. Liberal Construction. The terms, conditions and provisions of this Addendum shall be construed broadly and liberally to facilitate the Water System on the District Lots.

9. Interim Use of District Lots. Until such time as the Water System is operating on the District Lots, and thereafter at the Water District's sole option until such time as a residence is constructed on such specific District Lot(s), any one or more of the District Lots may be used for open space, agricultural purposes, growing crops or sod, parks or landscape buffers, or similar purposes.

10. Interim Exemption From Assessments. So long as any District Lot is owned by the Water District, and until such time as a residence is constructed on such District Lot or this Addendum is terminated by the Water District as to such District Lot, no Assessments, whether Annual, Special or otherwise, shall be levied or assessed against the District Lots, except Maintenance Charges, and except for Assessments pertaining to routine landscape maintenance for HOA real property and routine premiums for HOA casualty and liability insurance.

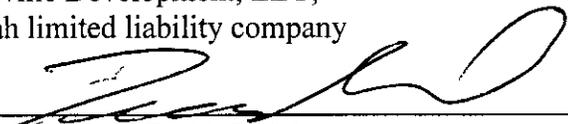
11. Run With the Land. This Addendum shall be and remain (unless and until terminated by the Water District as set forth herein) an integral part of the Declaration and the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

12. Attorneys Fees; Governing Law and Venue. In the event any legal action is taken by the Declarant or Water District to enforce or interpret the terms of this Addendum, the prevailing party shall be entitled to recover its attorneys' fees and costs of court from the non-prevailing party. This Addendum shall be governed by and interpreted in accordance with Utah law. Venue for any action relating to this Addendum shall be exclusive in State District Court for Salt Lake County, Utah.

IN WITNESS WHEREOF, Declarant and Water District have executed this Addendum this 6th day of September, 2005.

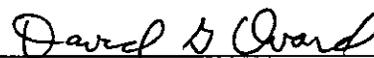
"Declarant":

Kaysville Development, LLC,
a Utah limited liability company

By 
Terry C. Diehl, Its Manager

"Water District":

Jordan Valley Water Conservancy District,
a Utah water conservancy district

By 
Its CEO, General Manager

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

On the 9 day of Sept., 2005, personally appeared before me Terry C. Diehl, who acknowledged to me that he executed the foregoing instrument in his capacity as the duly authorized Manager of Kaysville Development, LLC, a Utah limited liability company.



[Handwritten Signature]

Notary Public

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

On the 6TH day of SEPTEMBER, 2005, personally appeared before me David G. Oviatt, who acknowledged to me that he signed the foregoing instrument on behalf of the Jordan Valley Water Conservancy District, a Utah water conservancy district.

(SEAL)

[Handwritten Signature]

Notary Public

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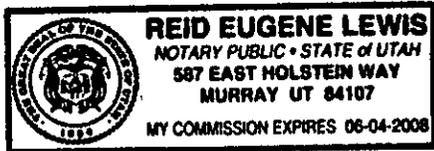


EXHIBIT "A"

METES AND BOUNDS DESCRIPTION OF PHASE 1B

Beginning at a point which lies South 88°08'30" East along the north line of the Southwest Quarter of Section 3 Township 3 North, Range 1 West, Salt Lake Base & Meridian 218.39 feet, from the found brass cap marking the West Quarter Corner of said Section 3;
 and running thence South 88°08'30" East along said north line, a distance of 243.78 feet;
 thence South 21°54'19" East, a distance of 1,209.23 feet;
 thence South 25°03'04" East, a distance of 273.18 feet;
 thence South 70°17'09" East, a distance of 91.35 feet to a point of curve to the left having a radius of 15.00 feet and a central angle of 90°00'00"; thence northeasterly along the arc of said curve a distance of 23.56 feet, said arc subtended by a chord bearing North 64°42'51" East, a distance of 21.21 feet;
 thence South 70°17'09" East, a distance of 55.00 feet to a point of non-tangent curvature to the left having a radius of 15.00 feet and a central angle of 90°00'00"; thence southeasterly along the arc of said curve a distance of 23.56 feet, said arc subtended by a chord bearing South 25°17'09" East, a distance of 21.21 feet;
 thence South 19°42'51" West, a distance of 70.00 feet to a point of non-tangent curvature to the left having a radius of 15.00 feet and a central angle of 90°00'00"; thence southwesterly along the arc of said curve a distance of 23.56 feet, said arc subtended by a chord bearing South 64°42'51" West, a distance of 21.21 feet;
 thence South 19°42'51" West, a distance of 77.67 feet;
 thence South 24°56'59" East, a distance of 1,159.99 feet;
 thence South 70°33'41" West, a distance of 7.67 feet to a point of non-tangent curvature to the left having a radius of 170.00 feet and a central angle of 15°16'01";
 thence southwesterly along the arc of said curve a distance of 45.30 feet, said arc subtended by a chord bearing South 62°55'41" West, a distance of 45.16 feet;
 thence South 55°17'40" West, a distance of 249.56 feet;
 thence South 34°42'29" East, a distance of 345.00 feet;
 thence North 70°33'41" East, a distance of 245.10 feet;
 thence South 25°59'22" East, a distance of 803.69 feet;
 thence North 89°45'37" East, a distance of 35.00 feet to the westerly line of the Kaysville City property as described in that one condemnation document on file with the Davis County Recorder's office in Book 3107 at Pages 466-469, dated August 19, 2002, thence along said westerly line the following five (5) courses:
 South 00°14'23" East, a distance of 113.92 feet,
 thence South 25°20'12" East, a distance of 13.57 feet (measured);
 thence South 00°15'09" East, a distance of 201.60 feet (measured);
 thence South 17°52'09" East, a distance of 223.08 feet (record and measured);
 thence South 30°15'37" East (South 29°50' East - record), a distance of 157.47 feet (160.60 feet - record) to the point of curve of a non tangent curve to the left, of which the radius point lies North 81°44'42" East, a radial distance of 388.31 feet;
 thence southerly along the arc, through a central angle of 18°52'11", a distance of 127.89 feet;
 thence South 27°07'29" East, a distance of 153.00 feet;
 thence South 00°59'51" West, a distance of 56.14 feet;

EXHIBIT "A" (CONTINUED)

thence North 85°50'09" West, a distance of 121.24 feet;
thence North 34°42'28" West, a distance of 879.00 feet;
thence North 81°30'09" West, a distance of 9.32 feet;
thence North 34°42'29" West, a distance of 2,133.26 feet;
thence South 86°26'45" East a distance of 89.91 feet;
thence North 19°42'51" East a distance of 303.96 feet;
thence South 70°17'09" East a distance of 40.50 feet;
thence North 19°42'51" East a distance of 155.00 feet;
thence North 70°17'09" West a distance of 200.00 feet;
thence North 63°48'51" West a distance of 68.02 feet;
thence North 34°42'29" West a distance of 793.58 feet;
thence North 00°09'23" East a distance of 885.00 feet;
thence South 89°50'37" East a distance of 39.53 feet;
thence North 00°09'23" East a distance of 181.82 feet; to the POINT OF BEGINNING.

Containing 2,407,752 sq. ft. or 55.27 acres, more or less.