

08-358-0001 through 08-358-0039
08-358-0103 through 08-358-0126
08-367-0040 through 08-367-0102
08-367-0124 through 08-367-0181

08-409-0214 through 08-409-0215
08-409-0217 through 08-409-0244
08-409-0246
08-660-0245 through 08-660-0259
08-406-0246 through 08-406-0289
08-406-0291 through 08-406-0295

**FIRST AMENDMENT TO THE
FIRST AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
OLD MILL VILLAGE**

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This FIRST AMENDMENT TO THE FIRST AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR OLD MILL VILLAGE ("Declaration") has been approved and adopted as stated below by the Old Mill Village Homeowners Association, Inc. ("Association") and becomes effective when recorded with the Davis County Recorder's Office.

RECITALS

A. Old Mill Village is a planned unit development cluster subdivision located in Kaysville, Utah ("Property").

B. The Property was originally made subject to certain covenants, conditions, and restrictions as provided in the "Declaration of Protective Covenants, Conditions, and Restrictions for Old Mill Village Homeowners Association" as recorded with the Davis County Recorder on April 1, 2005 as Entry Number 2063106 ("Original Declaration").

C. The Original Declaration was amended and replaced by the "First Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions for Old Mill Village Homeowners Association, Inc." as recorded with the Davis County Recorder on August 6, 2014 as Entry Number 2816823 ("Declaration").

D. The Association and Owners desire to amend the Declaration as provided below.

E. Section 11.1 of the Declaration provides that it may be amended with the affirmative vote of at least 67% of the voting rights in the Association.

F. At least 67% of the voting rights in the Association have approved this Amendment to the Declaration, which shall be binding upon the entire Property, including all Lots, as further provided on Exhibit A.

G. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

H. In case of any conflict between the terms of this Amendment and the terms of the Declaration, the provisions of this Amendment shall control.

AMENDMENTS

Amendment One

Article 3 of the Declaration is hereby supplemented with the addition of the following Section 3.26:

3.26. **Leasing of Residences.** As used herein, "Residence" means and refers to any portion of each single-family home constructed upon a Lot within the Project; "Leasing" or "Renting" in any grammatical form means and refers to granting the right to use or occupy a Residence or Lot to a non-Owner. The Leasing of a Residence is permitted subject to the requirements set forth in this Section and the Association's rules and regulations.

(a) Before a tenant occupies a Residence, Owners shall provide the Association the names, phone numbers, and email addresses for each adult tenant residing in their Residence. Owners shall provide the Association with a copy of the Lease agreement within fifteen (15) days of any request for the Lease agreement, and any other information reasonably requested by the Association.

(b) The initial term for a Lease of any Residence shall be no less than six (6) months.

(c) The Project is a single-family residence project. Notwithstanding the foregoing, a Residence may be divided into two (2) housing units if an Owner of the Residence lives and utilizes one (1) of the housing units within the Residence as his/her primary residence. Use of a Residence as two (2) housing units must also be done in conformity with applicable municipal zoning ordinances, guidelines, and requirements. If at the time this section becomes effective, a Residence is being used as two (2) housing units in conformity with municipal zoning ordinances and regulations, but without the Owner of the Residence living within the Residence or utilizing the Residence as his/her primary dwelling, such Owner may continue to Lease the Residence as two (2) housing units until that Owner occupies the Residence for him/herself or the Residence is sold or conveyed to a new Owner.

(d) All Lease agreements are subject to the Association's governing documents, which include, without limitation, the Declaration, Plat, Bylaws, Articles of Incorporation, and any rules, regulations, and policies of the Association. Owners shall provide a copy of the governing documents to all tenants.

(e) Owners are responsible for the behavior, actions, and violations of their tenants. Owners and tenants shall be jointly and severally liable for any fines levied by the Association for the tenant's violations of the Association's governing documents. Tenant violations of the governing documents shall be considered a breach of any Lease agreement.

(f) All Lease agreements must be in writing and shall provide that: (i) all tenants are subject to the Association's governing documents, (ii) all tenants agree to abide by the governing documents and that violations of the governing documents are a breach of the Lease agreement,

and (iii) all tenants are liable for fines levied by the Association for their violations of the governing documents.

(g) As used in this Section, an Owner includes the spouse of an Owner, a trustee of a Residence owned by a trust, and a business principal with at least 25% ownership of a Residence that is owned by a business entity.

(h) The Leasing of Residences is also subject to any rules and regulations adopted by the Association, but such rules and regulations cannot contradict any provision within this Section 3.26.

Amendment Two

Article 11 of the Declaration is hereby supplemented with the addition of the following Section 11.7:

11.7. **Notices.** Any notice required or permitted to be given to any Owner under the provisions of the Declaration or other governing document shall be deemed valid if provided by any of the below methods:

(a) by a written notice delivered personally to the Owner, which shall be effective upon delivery;

(b) by a written notice placed in the United States mail, first-class postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or, if no such address shall have been furnished, to the street address of such Owner's Lot. Any notice so deposited in the mail shall be deemed delivered forty-eight (48) hours after such deposit;

(c) by email correspondence to an Owner: (1) sent to an email address provided by the Owner for the purpose of Association communications, or (2) emailed to an email address from which the Owner has communicated related to Association matters, and so long as no indication is received that the email may not have been delivered. Any notice sent by email shall be deemed delivered twenty-four (24) hours after it is sent; (an Owner may opt out of Association email notices by sending written notice to Association management stating such);

(d) by any other method that is fair and reasonable given the circumstances or is otherwise allowed by applicable law, including the Utah Community Association Act.

In the case of co-Owners, notice to one of the co-Owners is effective as notice to all such co-Owners. The Association shall not be required to give more than one notice per Lot. In case any two co-Owners send conflicting notice demands, notice shall be proper if mailed by first-class mail to the Lot address.

[INTENTIONALLY LEFT BLANK – CERTIFICATION AND SIGNATURES FOLLOW BELOW]

CERTIFICATION

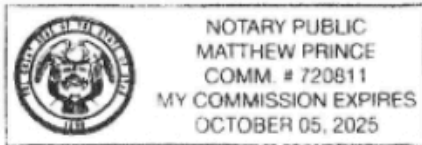
It is hereby certified that the foregoing amendments were duly approved by at least 67% of the voting rights in the Association. The Board of Trustees have authorized the execution of this amendment.

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

By: 
Its: President

State of Utah)
)
County of Davis)
) :ss

On this 14 day of January, 2022, personally appeared before me Michael Scott Collins, who being by me duly sworn, did say that he/she is the President of Old Mill Village Homeowners Association, Inc.; that said instrument was signed by him/her, with authority from the Board of Trustees, on behalf of said Association after having received approval from at least 67% of the voting rights in the Association; and that the foregoing information is true and accurate to the best of his/her knowledge.




Notary Public

EXHIBIT A
Legal Descriptions and Lot Parcel Numbers

All Lots and Open Spaces within the Old Mill Village Subdivision Phases 1A, 1B, 2A, and 2B:

Phase 1A

All of Lots 1-39 and 103 through 123, Old Mill Village, Phase 1A
08-358-0001 through 08-358-0039
08-358-0103 through 08-358-0123

All of Open Spaces A, B, and G, Old Mill Village, Phase 1A
08-358-0124 through 08-358-0126

Phase 1B

All of Lots 40 through 102, and 124 through 174, Old Mill Village Phase 1B
08-367-0040 through 08-367-0102
08-367-0124 through 08-367-0174

All of Open Spaces B, C, D, E, F, H, I
08-367-0175 through 08-367-0181

Phase 2A

All of Lots 214 through 215, and 217 through 244, Old Mill Village Phase 2A
08-409-0214 through 08-409-0215
08-409-0217 through 08-409-0244

All of Open Space H
08-409-0246

Phase 2A 1st Amendment

All of Lots 245 through 258, Old Mill Village Phase 2A, 1st Amendment
08-660-0245 through 08-660-0258

All of Open Space A
08-660-0259

Phase 2B

All of Lots 246 through 289, Old Mill Village Phase 2B
08-406-0246 through 08-406-0289

All of Open Space D, E, F, G, and H, Old Mill Village Phase 2B
08-406-0291 through 08-406-0295