



W2284340

AMENDMENT TO DECLARATION
FOR
OLD MILL CONDOMINIUM

This amendment ("Amended Declaration") is made and executed on the date shown below by the unit owners of Old Mill Condominium.

RECITALS

WHEREAS, Old Mill Condominium was created by a "Declaration of Old Mill Condominium (an Expandable Condominium)" (hereinafter "Enabling Declaration") recorded in the records of Weber County, Utah, on April 27, 1983, in book 1423, beginning on page 1467 as entry # 878699; and

WHEREAS, the property that is the subject of this Amended Declaration is situated in and upon that certain real property located in Weber County, State of Utah, as specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, and including the common area that is appurtenant to each Unit as shown on the plat maps for Old Mill Condominium, as recorded in the office of the County Recorder for Weber County, State of Utah. There are 64 units at Old Mill Condominium.

WHEREAS, Old Mill Condominium unit owners desire to amend the Enabling Declaration to preserve and enhance the quality of life at Old Mill Condominium; and

WHEREAS, the unit owners at Old Mill have purchased a unit at Old Mill for the purpose of using the unit as an owner occupied single family residence and not for investment income purposes, and purchased their unit because of the community atmosphere existing among the owner occupied units; and

WHEREAS, the condominium living concept was developed to create a real property interest wherein individuals could own their property and enjoy the benefits that accompany ownership of real property, including the stability associated with real property ownership, both individually and as a neighborhood, as well as the security that comes to a community by having residents who are owners and are committed to the long-term welfare and good of the community; and

WHEREAS, it is the desire of the unit owners of Old Mill Condominium to live in a condominium community that is orderly, peaceful, well maintained and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Old Mill Condominium.

WHEREAS, The unit owners in Old Mill are desirous to create the Old Mill Condominium Homeowners Association, Inc., a Utah non-profit corporation ("Association"), which will be created by filing Articles of Incorporation with the Utah Division of Corporations

and Commercial Code, which Association shall operate for the purpose of managing the common area and enforcing the provisions of the Enabling Declaration and any amendments thereto. The Association will be the governing body of Old Mill Condominium and will operate in accordance with this Amended Declaration, the Articles of Incorporation (Exhibit "B" attached hereto and incorporated herein by this reference) and the Bylaws of the Association (Exhibit "C" attached hereto and incorporated herein by this reference) for the purpose of managing the common area and enforcing the provisions of the Association documents.

NOW THEREFORE, To accomplish the unit owners' objectives, the following amendments are adopted creating the Old Mill Condominium Homeowners Association, Inc., a Utah non-profit corporation. This Amended Declaration shall include various additional amendments. If there is any conflict between this Amended Declaration and the Enabling Declaration, this Amended Declaration shall control.

This Amendment shall become effective upon recording. The Old Mill Condominium Enabling Declaration is hereby amended as follows:

AMENDMENTS

**ARTICLE 1
CREATION OF NON-PROFIT CORPORATION**

- 1.1 The unit owners hereby authorize and approve the creation of a Utah nonprofit corporation, to be known as the Old Mill Condominium Homeowners Association, Inc. ("Association"), by filing with the State of Utah the Articles of Incorporation for the Association in a form substantially similar to those contained in Exhibit "B", attached hereto. The Association shall be responsible for managing the common area within Old Mill and governing the affairs of Old Mill in accordance with the provisions of the Enabling Declaration, any Amendments to the Enabling Declaration, the Articles of Incorporation and the Bylaws..
- 1.2 By voting to approve this Amended Declaration, the unit owners hereby agree to adopt the following documents:
 - a. this Amended Declaration;
 - b. the Articles of Incorporation (Exhibit "B" attached hereto);
 - c. and the Bylaws of the Association (Exhibit "C" attached hereto).

as the governing documents of Old Mill Condominium Homeowners Association, Inc., which documents shall constitute equitable servitudes that shall run with the real property described in Exhibit "A". In the event of a conflict between the provisions in this Amended Declaration and the Enabling Declaration, this Amended Declaration shall control.

- 1.3 Pursuant to the provisions in this Amended Declaration wherein Old Mill is incorporated as a non-profit corporation under the laws of the State of Utah, the management of Old

Mill and the common area of Old Mill shall hereafter be performed under the direction and authority of the Association's Board of Directors. Any reference to the term "management committee" in the Enabling Declaration or any amended thereto, or in the Bylaws of Old Mill, or any other Old Mill document, shall hereafter be deemed to mean and refer to the term "Board of Directors" of the Old Mill Condominium Homeowners Association, Inc.

ARTICLE 2 PETS

- 2.1 Owners of units at Old Mill may own pets as conditioned upon the provisions of this Article. Renters may not own or keep pets at Old Mill because the history of renters at Old Mill has demonstrated that renters do not pick up after their pets, they let them run loose, and they do not treat the common area (which renters do not own) with the same type of respect and deference that unit owners do.
- 2.2 Owners of units may keep a dog at Old Mill upon written approval of the Board as long as the unit owner where the dog is to reside signs a Pet Ownership Agreement (attached as Exhibit "D" and incorporated by this reference) and agrees to comply with the provisions of the Pet Ownership Agreement. The Board may refuse any request to admit a dog into the condominium if the applicant refuses to enter into a written Pet Ownership Agreement.
- 2.3 Cats may be allowed at Old Mill Condominium upon the written approval of the Board, which shall be granted when a unit owner agrees to abide by the provisions set forth in the Pet Ownership Agreement. The Board may refuse any request to admit a cat into the condominium if the applicant refuses to enter into a written Pet Ownership Agreement.
- 2.4 Under no circumstances may a pet reside at Old Mill or shall the Board approve any application to bring a pet to Old Mill unless the provisions contained in the Pet Ownership Agreement are first agreed to in writing by the resident making the application.
- 2.5 The Board shall have authority to order the removal of any dog or cat if, at any time, the resident possessing the dog or cat fails to live up to the representations made in the Pet Ownership Agreement or if the resident fails to execute a Pet Ownership Agreement.
- 2.6 No other animals, livestock or poultry will be allowed, raised, bred or kept in any unit (with the exception of small birds and small, quiet children's pets, e.g. hamsters) or in the general or limited common areas and facilities unless they receive written approval from the Board before being brought to the condominiums. The Board has the right to refuse any application to bring an animal into the condominiums if it determines the animal could be a nuisance or potentially damage the common area. In no case will an application be approved unless the resident requesting permission to bring the animal to the condominiums enters in a Pet Ownership Agreement.

**ARTICLE 3
AGENT TO RECEIVE SERVICE OF PROCESS**

- 3.1 **Agent for Service of Process.** The name and address of the person in Weber County, State of Utah appointed as first agent to receive service of process in matters pertaining to the property as provided in the Act is:

Richard W. Jones
4605 Harrison Blvd., Third Floor
Ogden, UT 84403

The Board of Directors may amend this provision without a vote of the Association upon recording a notice with the Weber County Recorder's Office.

**ARTICLE 4
SATELLITE DISHES**

- 4.1 **Satellite Dishes and Antennas.** In no event shall a satellite dish be mounted or placed on the exterior surface of any of the common area without first obtaining the written approval of the Old Mill Board of Directors, to be granted in the Board's sole discretion. Prior to installing satellite dish, the owner shall furnish to the Board the owner's written installation plans. The Association shall have the right to perform any portion of the installation work at the expense of the owner, or to require that any portion of the work be performed by contractors designated by the Board and in ways consistent with the existing infrastructure, shafts, and penetrations in the Building.
- 4.2 **Limitation on Size and Number of Dishes.** The satellite dish shall not be larger than 24 inches in diameter. No more than one satellite dish shall be installed to serve a single Unit .
- 4.3 **Owner Responsible for Removal.** The owner serviced by a satellite dish shall be responsible for removal of the satellite dish and associated mounting and wiring if and when services or the device are cancelled or upon sale of the Unit . In addition, the owner shall be responsible for the cost to repair any damage caused by the removal of the antenna or satellite dish and associated mounting and wiring, including the sealing of conduits or other roof penetrations.
- 4.4 **Authorization and Deposit.** The Association shall prepare documentation consistent with this Article wherein (1) the Association shall grant written approval prior to the installation of a satellite dish by an owner; and (2) wherein the Association shall receive from the owner, prior to the granting of written approval, a deposit for the purpose of insuring the building to which the satellite antenna is attached is repaired to a satisfactory condition following the removal of the satellite antenna. The deposit shall be in an amount as determined by the Board, but not less than the amount reasonably calculated to repair any damage caused by installation of the satellite antenna. Owners with existing satellite antenna's shall be required to submit a deposit in accordance with this Article.

- 4.5 **Indemnification of Association.** Any owner installing a satellite dish under this Article shall indemnify, defend and hold the Association harmless from and against any loss, damage, claim or other liability resulting from the installation, maintenance, repair, use and/or removal of the antenna or satellite dish, including but not limited to any damage to the corridor walls and ceilings as well as the roof of the Building or other property damage caused by installation or use or roof leaks.
- 4.6 **Removal of Satellite Dish.** Any owner who maintains or installs a satellite dish contrary to the provisions of this Article, shall promptly remove the satellite dish upon receiving written notice from the Board.
- 4.7 **Attorney fees.** Should the Board be required to take any legal action to enforce any provision of this Article, the owner against whom such action is taken shall be responsible to reimburse the Board for all costs and reasonable attorney fees incurred by the Board.

**ARTICLE 5
LATE FEES**

- 5.1 **Late Fees.** Each monthly payment of Common area Fees is due on the first day of the month and shall be late after the fifteenth day of the month and shall incur a late fee of not more than \$25.00 each month a payment is late, as determined by the late fee policy adopted by the Board.

**ARTICLE 6
RENTERS**

WHEREAS, the unit owners of Old Mill Condominium desire to preserve and enhance the quality of life at Old Mill and have purchased their Units at Old Mill for the purpose of using their unit as an owner occupied single family residence; and

WHEREAS, the unit owners believe the condominium living concept was developed to create a real property interest wherein individuals could own their own property and enjoy the benefits that accompany ownership of real property, including the stability associated with real property ownership, both individually and as a neighborhood, as well as the security that comes to a community by having residents who are owners and are committed to the long-term welfare and good of the community; and

WHEREAS, because the unit owners at Old Mill own a shared and undivided interest in the Condominium common area, the common area should be used and shared in common by those who own an interest in the common area and should not be used by those who do not possess an ownership interest in the common area; and

WHEREAS, the unit owners realize that the value of their units are directly related to the ability to sell their units, that the ability to sell their units is directly related to the ability of

prospective borrowers to obtain financing, and that underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of non-owner occupied units that can exist in a condominium; and further, when too high a percentage of non-owner occupied units exist in a Condominium, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting unit owners' ability to sell their units and depressing the value of all the units at Old Mill; and

WHEREAS, the unit owners desire to live in a condominium community that is orderly, peaceful, well maintained and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Old Mill Condominium, and have determined through the years of their collective experience that Unit owners are more responsive to the needs of the condominium community, take a greater interest and care of the Common area, and are generally more respectful of the condominium rules;

THEREFORE, To accomplish the unit owners' objectives, the following amendment is adopted limiting and restricting the number of units that may be rented at Old Mill Condominium:

- 6.1 The leasing of units at Old Mill Condominium is prohibited unless the leasing is consistent with this section.
- 6.2 No unit may be rented or leased for more than twenty-four months in any thirty-six month period.
- 6.3 Not more than twenty percent (20%) of the units at Old Mill shall be occupied by non-unit owners at any one time.
- 6.4 All leases, subleases, assignments of leases, and all renewals of such agreements shall be first submitted to the Old Mill Condominium Board who shall determine compliance with this section.
- 6.5 Any unit owner desiring to lease his or her unit or to have his or her unit occupied by a non-unit owner shall notify the Board in writing of their intent to lease their unit. The Board shall maintain a list of those unit owners who have notified it of an intent to lease their unit and shall grant permission to unit owners to lease their unit for not more than twenty-four months in any thirty-six month period in the same order the Board receives the written notice of intent to lease a unit from the unit owners. No permission shall be granted to lease a unit until less than twenty percent (20%) of the units at Old Mill are occupied by a non-unit owner.
- 6.6 The restrictions herein shall not apply if a unit owner moves from his unit (a) due to temporary (less than three years) military, humanitarian, religious or charitable activity or service, and (b) leases his or her unit with the intent to return to occupy his or her unit when the military, humanitarian, religious or charitable service has concluded. Nor shall the restrictions herein apply if a parent or child leases their unit to a family member (parent, child or siblings).

- 6.7 Any unit owner who violates this section shall be subject to a fine of \$25.00 per day according to the provisions set forth in the Old Mill Community Rules, and/or to a complaint for an injunction seeking to terminate the lease in violation of this section. If the Old Mill Condominium Board is required to retain legal counsel to enforce this section, with or without the filing of legal process, the violating unit owner shall be liable for all attorney fees and court costs incurred by the Board in enforcing this section.
- 6.8 Those units that are currently occupied by non-unit owners may continue to be occupied by non-unit owners until the first of the following events occurs:
- 6.8.1 The unit owner conveys his or her interest in the condominium unit to a new owner;
 - 6.8.2 The current occupants of the unit terminate their lease and move from the unit; or
 - 6.8.3 No unit which is currently occupied by a non-unit owner shall continue to be occupied by a non-unit owner after June 1, 2009.

ARTICLE 7 BUILDING MAINTENANCE

- 7.1 Responsibility for maintenance shall be assigned according to the Building Maintenance Chart attached hereto as Exhibit "E", which Building Maintenance Chart is hereby incorporated herein.
- 7.2 Damage to the interior of any part of a unit or units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common areas and Facilities or as a result of emergency repairs within another unit at the instance of the Management Committee or of unit owners shall be an expense of all the unit owners; provided, however, that if such damage is the result of negligence of the owner of a unit, then such owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by owners pursuant hereto shall be collected by the Management Committee by judgment, lien or foreclosure as permitted herein and by law as a common expense.

ARTICLE 8 PARKING RESTRICTIONS

- 9.1 Due to the limited number of parking spaces available to residents at Old Mill, to ensure that access ways and driveways are not blocked for emergency vehicles, and to ensure there are sufficient parking spaces reserved for the guests who may be visiting unit owners at Old Mill, the residents of a single unit shall not have more than two vehicles parked at Old Mill at any time. Violation of this provision shall be enforced by the Old Mill Board by fines and/or by towing the extra vehicles from Old Mill.

ARTICLE 9
MISCELLANEOUS

- 9.1 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.
- 9.2 **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
- 9.3 **Effective Date.** This Declaration shall take effect upon recording.

CERTIFICATION

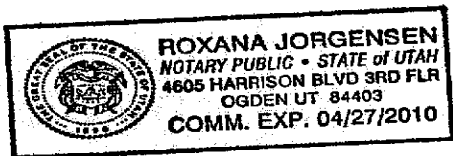
It is hereby certified that condominium unit owners holding at least than sixty-seven percent (67%) of the undivided ownership interest in the common areas and facilities have voted to approve this Amended Declaration.

IN WITNESS WHEREOF, this 31 day of July, 2007

By: Venita Wood
Venita Wood, President

STATE OF UTAH)
 :ss.
COUNTY OF WEBER)

On this 31 day of July, 2007, personally appeared before me Venita Wood who, being by me duly sworn, did say that she is President of the Old Mill Condominium Homeowners Association and that the within and foregoing instrument was signed in behalf of said Board and (s)he duly acknowledged to me (s)he executed the same.



Roxana Jorgensen
Notary Public

EXHIBIT "A"

Legal Description

Exhibit "A"

Legal Description of Unit s

OLD MILL CONDOMINIUM PROJECT, OGDEN CITY, WEBER COUNTY, UTAH

PHASE 1, Unit S 1 THOUGH 12, (Land Serial Numbers: 13-179-0001 through 13-179-0012)

PHASE 2, Unit S 1 THOUGH 12, (Land Serial Numbers: 13-181-0001 through 13-181-0012)

PHASE 3, Unit S 1 THOUGH 12, (Land Serial Numbers: 13-184-0001 through 13-184-0012)

PHASE 4, Unit S 1 THOUGH 8, (Land Serial Numbers: 13-190-0001 through 13-190-0008)

PHASE 5, Unit S 1 THOUGH 8, (Land Serial Numbers: 13-195-0001 through 13-195-0008)

PHASE 6, Unit S 1 THOUGH 4, (Land Serial Numbers: 13-197-0001 through 13-197-0004)

PHASE 7, Unit S 1 THOUGH 4, (Land Serial Numbers: 13-199-0001 through 13-199-0004)

PHASE 8, Unit S 1 THOUGH 4, (Land Serial Numbers: 13-200-0001 through 13-200-0004)

EXHIBIT "B"

Articles of Incorporation

Articles of Incorporation FOR OLD MILL CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

WE, THE UNDERSIGNED NATURAL PERSONS, all being of the age of eighteen years or more, acting as incorporators under the Utah Non-Profit Corporation and Cooperative Association Act, adopt the following Articles of Incorporation:

Name. The name of the Corporation is OLD MILL CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. (herein referred to as the "Corporation").

Duration. The duration of the Corporation shall be perpetual, unless dissolved by the action of the Corporation or by operation of law.

Purposes. The purposes of the Corporation are to function in behalf of the members of the Old Mill Condominium Homeowners Association located in Weber County, Utah, and to enforce the Covenants, Conditions and Restrictions as set forth in the Declaration of Condominium and any Amendments thereto, and to provide the other services and perform all of the other functions set forth in the Declaration of Condominium and any Amendments thereto as may become desirable or necessary for the benefit of the members. The Corporation shall have all powers, rights, and privileges available to corporations under the laws of the State of Utah.

Membership/Stock. The owners of stock in the Corporation shall only be owners of units in Old Mill Condominium, located in Weber County, Utah. Stock ownership is appurtenant to the unit and may not be separated from unit ownership, and ownership of a share of stock in Old Mill shall pass automatically to the new owner of a unit upon conveyance of title without the need to convey a physical stock certificate. There shall be issued 64 shares in the Corporation and the Owners of a unit shall be the owners of one share of stock in the Corporation. The unit owners shall have an interest in the Corporation as described below:

The Association shall have one (1) class of membership--Class A, described more particularly as follows:

1. **Class A.** Class A Members shall be all owners. Class A Members shall be entitled to vote on all issues before the Association, subject to the following:
 - a. **Voting.** Each unit owner shall have right to vote based on percentages as provided in the Old Mill Condominium Homeowners Association Declaration and By-Laws.
 - b. **Subject to Assessment.** No vote shall be cast or counted for any unit not subject to assessment;

- c. **Multiple Owners.** When more than one (1) person or entity holds such interest in a unit, the vote for such unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advise, the vote of the unit shall be suspended in the event more than one (1) person or entity seeks to exercise it.
- d. **Number of Shares.** The Corporation is authorized to issue up to 64 shares of Class A stock.
2. Class A shares shall have unlimited voting rights.
3. The owners of Class A shares shall be entitled to receive the net assets of the Corporation upon dissolution.

Registered Agent. The registered agent for the Corporation is:

Richard W. Jones
4605 Harrison Blvd., Third Floor
Ogden, UT 84403

Acceptance of Appointment

I, Richard W. Jones, hereby accept the appointment as the registered agent for Old Mill CONDOMINIUM HOMEOWNERS ASSOCIATION, Inc.


Richard W. Jones

Bylaws. The Association has adopted bylaws in accordance with the Enabling Declaration for Old Mill Condominium, which Enabling Declaration was recorded in the records of Weber County, Utah, on April 27, 1983, in book 1423, beginning on page 1467 as entry #878699. The Corporation hereby adopts the bylaws by reference as found in the Enabling Declaration of Old Mill as found in Article VI of the Enabling Declaration. Hereafter, bylaws may be adopted, amended or replaced by the vote of Members as provided in the bylaws.

Address of Corporation's Registered Office. The principal place of business of the Corporation, and its initial offices are located at 4605 Harrison Blvd, Third Floor, Ogden, Utah 84403 . The Corporation may establish such other offices and locations as it deems appropriate for the operation of its business.

Distributions. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its Directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as set forth

above. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, as amended or supplemented, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, as amended or supplemented.

Dissolution. Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended or supplemented, or shall be distributed to the federal government or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Board of Directors. There will initially be five (5) Directors of the Corporation. The initial Board of Directors, who will serve until the election of officers and Directors at the annual member's meeting, are:

<u>Name</u>	<u>Address</u>
Venita Wood	1162 East 1390 South Ogden, UT 84404
Ann Tarrant	1433 South 1195 East Ogden, UT 84404
Darlene Harris	1426 South 1175 East Ogden, UT 84404
Walt Dimond	1161 East 1390 South Ogden, UT 84404
Mike Shaddix	1431 South 1195 East Ogden, UT 84404

The Directors will elect one of them to act as Chairman until the annual member's meeting.

Officers. The initial officers of the corporation are:

President	-	Venita Wood
Vice President	-	Ann Tarrant
Secretary	-	Darlene Harris
Treasurer	-	Darlene Harris

Annual Meeting. The annual meeting of the members shall be held on the second Thursday of November of each year, at such place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided however, that whenever such a date falls upon a legal holiday, the meeting shall be held on the next succeeding business day and further provided that the Board of Directors may by resolution, fix the date of the annual meeting at such other date as the Board may deem appropriate. At such meeting, the current members shall elect Directors for one year terms to serve until their successors shall be elected and shall qualify. Only current members of Units owned in the Association shall be elected Directors according to the percentage as required by law.

Limitations on Liability. The Officers, Directors, and Members of the Corporation shall not be held personally liable for the debts and obligations of the Corporation.

Incorporators. The incorporators of the Corporation are:

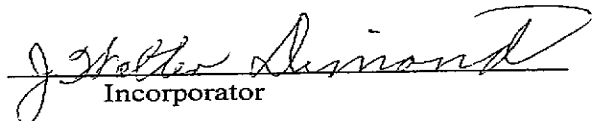
<u>Name</u>	<u>Address</u>
Venita Wood	1162 East 1390 South Ogden, UT 84404
Walt Dimond	1161 East 1390 South Ogden, UT 84404
Mike Shaddix	1431 South 1195 East Ogden, UT 84404

Amendment. These Articles of Incorporation may be amended from time to time as authorized by the Enabling Declaration and as permitted by law.

In Witness Whereof, we, Venita Wood, Walt Dimond and Mike Shaddix have executed these Articles of Incorporation in duplicate this 31 day of July, 2007, and say: That we are the incorporators herein; that we have read the above and foregoing Articles of Incorporation; that we know the contents thereof and that the same is true to the best of our knowledge and belief, excepting as to matters herein alleged upon information and belief and as to those matters we believe them to be true.



Incorporator



Incorporator



Incorporator

State of Utah)
 : ss
County of Weber)

On the 31 day July 2007, the foregoing instrument was acknowledged and verified before me by Venita Wood, Walt Dimond and Mike Shaddix, who personally appeared before me, and being by me duly sworn declare under penalty of perjury that they are the incorporators of OLD MILL CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., and that they signed the foregoing, and that the statements contained therein are true and correct.

In witness whereof, I have set my hand and seal this 31 day of July, 2007.

Roxana Jorgensen
Notary Public

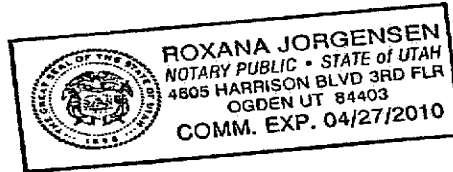


EXHIBIT "C"

Bylaws

BYLAWS

FOR

OLD MILL CONDOMINIUM HOMEOWNERS ASSOCIATION INC.

The following are adopted by the Association of unit owners as the administrative Bylaws of Old Mill Homeowners Association, Inc.

ARTICLE I

PLAN OF UNIT OWNERSHIP AND INCORPORATION

1. Submission. These Bylaws are referred to and incorporated by reference in the foregoing Old Mill Enabling Declaration (the "Declaration") and the Articles of Incorporation of Old Mill Condominium Homeowners Association, Inc., which is located in Weber County, State of Utah. These Bylaws shall govern the administration of Old Mill Condominium Homeowners Association, Inc.

2. Conflict. In the event of any conflict, incongruity or inconsistency between the provisions of these Bylaws and the provisions of the Declaration or any amendments thereto, the latter shall in all instances govern and control.

3. Office and Registered Agent. The Registered Agent of the Association shall be the President of the Association and the Registered Office of the Association shall be the office of the President or such other place as shall be designated by him.

4. Bylaws Applicability. All present and future owners, residents, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted at Old Mill shall be subject to and abide by these Bylaws.

ARTICLE II

ASSOCIATION

1. Composition. The association of unit owners is a mandatory association consisting of all unit owners at Old Mill.

2. Voting. Each unit owner shall have an equal number of votes.

3. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board from time to time and stated in the notice of meeting.

4. Annual Meeting. Unless otherwise designated by the Board, the annual meeting of the Association shall be held at 7:00 o'clock p.m. on the second Thursday of November of each year, or at such other suitable day, date and time as may be designated by the Board from time to time. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.

5. Special Meetings. The President shall call a special meeting (a) if he or she so desires, (b) if a majority of the members of the Board of Directors direct him to do so, or (c) upon receipt of a petition signed and presented to the Secretary of the Board by at least fifteen percent (15%) of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

6. Notice of Meeting. It shall be the duty of the Secretary to hand deliver or mail, by regular U.S. mail postage prepaid, a notice of (a) each annual meeting of the owners not less than ten (10) and not more than thirty (30) days in advance of such meeting; and (b) each special meeting of the Owners at least three (3) days and not more than twenty (20) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of his respective unit or such other address as each owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

7. Voting Requirements. An owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall be in full compliance with all of the terms, covenants, and conditions of the Project Documents, and shall have fully paid all Assessments and/or Additional Charges due.

8. Proxies. The votes appertaining to any unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the unit owner, or in cases where the unit owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the unit owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Board before the meeting. Only individual unit owners or the legal representative of an organizational unit owner may be proxies.

9. Quorum. A majority of the members of the Association shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting, the owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two (2) days nor more than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. The owners present at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum

is present at any meeting, the vote of the unit owners representing a majority of the members of the Association present at the meeting either in person or by proxy, shall decide any question brought before the meeting; provided, however, if the Declaration requires a fixed percentage of unit owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.

10. Order of Business. The order of business at all meetings of the Association shall be as follows:

- a) roll call;
- b) proof of notice of meeting;
- c) reading of minutes of preceding meeting;
- d) reports of officers;
- e) report of special Boards, if any;
- f) election of inspectors of election, if applicable;
- g) election of Board Members, if applicable;
- h) unfinished business; and
- i) new business.

11. Conduct of Meeting. The President shall, or in his absence the Vice-president, preside over all meetings of the Association; the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record of all transactions occurring thereat.

ARTICLE III

BOARD OF DIRECTORS

1. Powers and Duties. The affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration, and may do all such acts and things necessary to operate and maintain the Project. The Board may delegate its authority to a manager or managers. Subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for at least the following:

- a) Preparation of an annual budget;
- b) Determining the annual assessment of each owner;
- c) Managing the Association;
- d) Maintaining the common areas and facilities;
- e) Collecting the Assessments;
- f) Depositing the collections into a federally insured interest bearing account or accounts;
- g) Adopting and amending rules and regulations;
- h) Enforcing the project documents;
- I) Opening of bank accounts on behalf of the Association and designating the

- signatories required therefor.
- j) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the property and repairs to, and restoration of, the property, in accordance with the Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.
 - k) Commencing legal action when necessary;
 - l) Purchasing and maintaining insurance;
 - m) Paying the cost of all services rendered to the project and not billed directly to owners of individual units.
 - n) Keeping books and records of the Association;
 - o) Providing common utility services as needed;
 - p) Paying any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the common area or facilities;
 - q) Giving notice of alleged violations of the project documents and providing the alleged violator the opportunity to be heard;
 - r) Levying fines, sanctions and citations;
 - s) Making emergency repairs;
 - t) Towing or impounding motor vehicles;
 - b) Evicting non-owner residents in material violation of the project documents or who have created and failed to abate a nuisance;
 - v) Assigning parking spaces; and
 - w) Doing such other things and acts necessary to accomplish the foregoing.

2. Composition of Board of Directors. The Board of Directors shall be composed of five (5) members of the Association.

3. Qualification. Only individual unit owners or officers or agents of organizational owners other than individuals shall be eligible for Board Membership.

4. Election and Term of Office of the Board. The term of office of membership on the Board shall be one (1) year and each member shall serve on the Board until such time as his successor is duly qualified and elected.

5. Initial Organizational Meeting. The first meeting of the members of the Board shall be immediately following the annual meeting of the Association or at such other time and place designated by the Board.

6. Regular Meetings. Regular meetings of the Board shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Board, but no less often than monthly.

7. Special Meetings. Special meetings of the Board may be called by the President, Vice-president or a majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. mail postage prepaid, or by telephone, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board shall be valid for any and all purposes.

8. Waiver of Notice. Before or at any meeting of the Board, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any such meeting of the Board shall constitute a waiver of notice. If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

9. Quorum. At all meetings of the Board, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Board members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no longer than two (2) days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. Vacancies. Vacancies in the Board caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board; and each person so elected shall be a member for the remainder of the term of the member so replaced. A vacancy created by the removal of a member by a vote of the members of the Association at a special meeting called for that purpose shall be filled by the election and vote of the members of the Association at said meeting.

11. Removal of Board Member. A member may be removed, with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the owners shall be given at least thirty (30) days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board member who misses twenty-five percent (25%) or more of the Board meetings or who misses three (3) consecutive meetings in any calendar year, shall be automatically removed from the Board.

12. Compensation. Board members may be compensated for their services and shall be reimbursed for all expenses reasonably incurred in connection with Board business and approved by the Board.

13. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a Minute Book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings, subject to the following:

a) Open Meetings. A portion of each meeting of the Board shall be open to all members of the Association, but members other than members of the Board may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board. The Board shall establish procedures, policies, and guidelines for conducting of its meetings, retiring to executive session, and prohibiting photographs and/or any electronic (video or audio) recordation of the meetings, or any part thereof.

b) Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an executive session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an Executive Session shall first be announced in open session.

c) Action Without a Formal Meeting. Any action to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board.

14. Report of Board. The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

ARTICLE IV

OFFICERS

1. Designation. The principal officers of the Association shall be a President, a Vice-president, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Board. Two or more offices may be held by the same person, except that the President shall not hold any other office.

2. Election of Officers. The officers of the Association shall be elected annually by the members of the Board of Directors at their first meeting after the annual meeting of the Association. Any vacancy in an office shall be filled by the remaining members of the Board of Directors at a regular meeting or special meeting called for such purpose.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the Board, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purposes.

4. President. The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board and shall be an ex officio member of all Boards; he shall have general and active management of the business of the Board and shall see that all orders and resolutions of the Board are carried into effect. He shall have all of the general powers and duties, which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah.

5. Vice-president. The Vice-president shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board or the President shall prescribe. If neither the President nor the Vice-president is able to act, the Board shall appoint a member of the Board to do so on an interim basis.

6. Secretary. The Secretary shall attend all meetings of the Board and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him or her for that purpose and shall perform like duties for Boards when required. He shall give, or cause to be given, notices for all meetings of the Association and the Board and shall perform such other duties as may be prescribed by the Board. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board including resolutions.

7. Treasurer. The Treasurer shall have custody of all funds and securities. He shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board. He shall disburse funds as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the project.

ARTICLE V

FISCAL YEAR.

The fiscal year of the Association shall be the calendar year consisting of the twelve month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board should it be deemed advisable or in the best interests of the Association.

ARTICLE VI

AMENDMENT TO BYLAWS

1. Amendments. These Bylaws may be modified or amended either (i) by the affirmative vote of a majority of the members of the Association or (ii) pursuant to a written instrument of consent duly executed by a majority of the members of the Association provided all of the written consents are obtained within a ninety day period.

2. Recording. An amendment to these Bylaws shall become effective immediately upon recordation in the Office of the County Recorder of Weber County, State of Utah.

ARTICLE VII

NOTICE

1. **Manner of Notice.** All notices, demands, bills, statements, or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U.S. Mail postage pre-paid, (a) if to an owner, at the address of his unit and at such other address as the owner may have designated by notice in writing to the Secretary; or (b) if to the Board or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. **Waiver of Notice.** Whenever any notice is required to be given under the provisions of the statutes, the Declaration, or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Declaration.

ARTICLE VIII

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. **Compliance.** These Bylaws are set forth in compliance with the requirements of the Declaration.

2. **Conflict.** These Bylaws are subordinate to and are subject to all provisions of the Declaration, except in those cases where the provisions of the Bylaws are clearly intended to govern (administrative matters). All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration.

3. **Severability.** If any provisions of these Bylaws or any section, sentence, clause, phrase, or work, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

4. **Waiver.** No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

5. **Captions.** The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

6. **Construction.** Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; the use of any gender shall be deemed to include both masculine and feminine, and the term "shall" is mandatory and "may" permissive.

7. **Effective.** These Bylaws shall be effective upon recording in the Office of the County Recorder of Weber County.

EXHIBIT "D"

Pet Ownership Agreement

Old Mill Condominium

Pet Ownership Agreement

Name: _____

Date: _____

Unit Address: _____

The above named unit owner(s) agree to abide by the Old Mill Declaration, Bylaws and Rules and Regulations relating to pets and to honor the following provisions while maintaining a pet at Old Mill Condominium.

1. The pet will not disturb the other residents of the condominiums by creating an unacceptable level of noise or by creating any offensive odors.
2. The pet will not defecate on, do damage to, or in any way disturb, the common areas of the condominiums.
3. The pet will remain inside the resident's unit at all times it is at the condominiums unless it is on a leash and in the presence of the unit owner or agent of a unit owner.
4. The pet will never be allowed to freely roam in the common areas of the condominium.
5. The resident will provide a litter box for the pet inside the unit where the pet resides. The contents of a used liter box shall be placed in the garbage after first being placed in a tightly secured plastic bag.
6. Whenever the pet is on the common areas of the condominiums, it shall be either carried by the resident or on a leash no longer than 10 feet long.
7. The resident understands that the Board reserves the right to require removal of any pet if it receives complaints about the pet and the Board determines, in its sole discretion, that the complaints are valid.
8. The resident agrees that they will pay a fine as provided in the Old Mill Rules and Regulations for each day a pet remains in a unit after its removal has been required by the Board.

Signed by: _____
Unit Owner

Description of Pet (type, size, color): _____

Approval by Board: _____ Date: _____

EXHIBIT "E"

Building Maintenance Chart

BUILDING MAINTENANCE

The following chart shows the division of responsibility for maintenance and repair of property between the Old Mill Homeowners Association and Unit Owners.

	EXTERIOR	HOA	OWNER
1	Maintenance of, repair, paint and replace roof and siding	X	
2	Maintenance of, replace and repair of exterior brickwork and chimneys.	X	
3	Maintenance of, replace and repair of front steps and sidewalk	X	
4	Maintenance of, replace and repair of concrete foundations and entrees.	X	
5	Maintenance of, replace and repair of patio and deck floor support structures.	X	
6	Maintenance of and repair original fences	X	
7	Replacement of original fences.	X	
8	Maintenance of, replace and repair of rain gutters and down spouts.	X	
9	Maintenance of, replace and repair of unit owner added or modified fences.		X
10	Replacement of, maintenance of, and repair of window wells and window well covers		X
11	Maintenance of, replace and repair patios, decks & balconies and other Authorized modifications.	X	
12	Replacement, maintenance and repair of doors, hinges, frames, thresholds, locks, doorbells and chimes		X
13	Replacement, maintenance and repair of garage floors and doors.	N/A	
14	Replacement, maintenance and repair of windows, sliding glass doors, screens and frames		X
15	Replacement, maintenance and repair of all yard lights that use electricity from the unit.		X
16	Replacement, maintenance and repair of all lights attached to the exterior walls.		X
17	Maintenance of gas and electricity connections from the meters to the unit.	X	
18	Maintenance of water system from the outside entry through the foundation throughout the unit. This includes the outside faucets and hose bibs. Any damage caused by this portion of the water system is the liability of unit owner		X
19	Replacement and repairs to outside water spigots and bibs.		X
20	Replacement, repair and maintenance of phone lines, TV cables, air conditioning, heat pumps.		X
21	Unit owner improvements: skylights, solar panels, windows, awnings, attic vents and similar items		X
	INTERIOR		
22	All interior painting, decorations and furnishings from the inside of the unfinished walls and ceilings. This includes all appliances such as dishwashers, garbage disposals, ranges, refrigerators, furnaces, exhaust fans, attic vents, air conditioners, water heaters, and intercom, telephone, and computer networks.		X
23	Maintenance, cleaning and repair of venting, chimneys and fireplaces.		X

24	Maintenance, repair and replacement of the electrical system from the city electric meter to the breaker panel and to all outlets including switches and light fixtures		X
25	Maintenance, repair and replacement of plumbing fixtures such as sinks, basins, toilets and all interior pipes and valves		X
26	Repair of cracks or other damage to interior walls, floors or ceilings caused by normal unit settling.		X
27	Repairs of damage resulting from static water or seepage of water from any underground source except water and sprinkler system failures.		X
28	Repairs of damage resulting from surface water.	X	
29	Repairs of damage resulting from static water or seepage of water from water and sprinkler system failures	X	
	GROUNDS		
30	Lawn, flowers, trees and shrubs in the common areas.	X	
31	Lawn, flowers, trees and shrubs in limited common areas.		X
32	Lawn watering system.	X	
33	Snow removal: (front porch & steps, sidewalks to front door)	X	
34	Snow removal. (Roadways, parking areas, sidewalks)	X	
35	Roadways, parking lots, curbs and gutters, sidewalks and steps.	X	
36	Watering system for limited common areas (with approval of the Grounds Committee).		X
	OTHER		
37	Maintenance and repair of swimming pool and tennis courts	X	
38	Garbage collection.	X	
39	Maintenance and repair of water system from the city water meter to the entrance to the exterior wall of each unit.	X	