

5 pgs 18<sup>00</sup>  
+ lots 63<sup>00</sup>  
81<sup>00</sup>

2063107  
BK 3758 PG 352

E 2063107 B 3758 P 352-356  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
04/01/2005 09:44 AM  
FEE \$81.00 Pgs: 5  
REC'D FOR KAYSVILLE CITY

FIRST ADDENDUM TO  
DECLARATION OF PROTECTIVE COVENANTS FOR  
OLD MILL VILLAGE SUBDIVISION

THIS ADDENDUM is made and entered into this 31 day of March, 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").

08-351-0001 thru 0063  
Old Mill Village 1A

RECITALS

A. Declarant is the owner of that certain real property located in Kaysville City, Davis County, State of Utah, more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property"). Declarant desires to develop the Property as an expandable subdivision to be known as Old Mill Village Subdivision, Phase 1-A (the "Project").

B. Water District has acquired or will acquire all right, title and interest in Lots 6, 7, 8, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38 in 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 the Project, the Water System shall not include large system components such as pump stations, treatment facilities or similar improvements.

C. Declarant has recorded as Entry No. 2063106 in the Official Records of the Davis County, Utah Recorder's Office a Declaration of Protective Covenants (the "Declaration") on the Project, and Declarant and Water District desire to enter into this Addendum to that 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.

DECLARATION OF PROTECTIVE COVENANTS FOR OLD MILL VILLAGE SUBDIVISION

*[Handwritten initials]*

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 31 day of March, 2005.

"Declarant":

Kaysville Development, LLC, a Utah limited  
liability company

By

  
Terry C. Diehl, Manager

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

On the 31 day of March, 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.



Notary Public

