

**FIRST AMENDMENT TO THE  
MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS OF OLD MILL VILLAGE**

THIS FIRST AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS OF OLD MILL VILLAGE is made and executed on the date set forth below and shall be effective upon recording in the Wasatch County Recorder's Office.

**RECITALS**

- A. The original Declaration of Covenants, Conditions, Easements, and Restrictions of Old Mill Village was recorded in the office of the Wasatch County Recorder on May 26, 2022 as Entry No. 520119 (the "Declaration").
- B. The Declaration at Section 18.2 provides that, during the Period of Administrative Control, the Declarant has the right to unilaterally amend, modify, extend or revoke the Declaration for any purpose.
- C. At the time of this amendment, the Period of Administrative Control has not yet expired.

**AMENDMENT**

**Part One**

Section 2.20 of the Declaration is hereby revised and amended to read as follows:

2.20. Exempt Unit shall mean (i) each Unit in the Project that has not received a certificate of occupancy from the municipal authority having jurisdiction, regardless of who owns the Unit; and (ii) each Unit in the Project while owned by Declarant or a Declarant Affiliate until the thirtieth (30th) day after the municipal authority having jurisdiction thereover issues a certificate of occupancy for such Unit. In addition, each Lot that does not contain a fully-constructed Townhome Unit or Apartment Unit shall be an "Exempt Unit," and each model unit owned by the Declarant shall be an "Exempt Unit" so long as the same is used as a model unit by the Declarant, a Declarant Affiliate, or their assign(s).

**Part Two**

Section 19.1.1 of the Declaration is hereby revised and amended to read as follows:

19.1.1. Each Owner (including Declarant) by becoming an Owner of a Unit, is deemed to covenant and agree to pay Assessments to the Association in accordance with this Declaration. Each Unit in the Project shall be liable for the share of the Common Expenses of the Association attributed to it by the Board. The portion of the Common Expenses which is attributable solely to certain categories of

Owners, if such Owners receive services from the Association which are not provided to all Owners, or attributable to Benefitted Areas, will be apportioned only to the affected category of Owners. Two separate and distinct funds shall be created and maintained hereunder, one for operating expenses and one for capital reserve expenses. Such combined expenses shall constitute the Common Expenses, and the funds received from Common Assessments under this Article 19 shall be the Common Expense Account. Common Assessments shall include both Regular Common Assessments and Special Common Assessments. Exempt Units shall not be liable for Regular Common Assessments but shall be liable for Special Common Assessments. Each Unit that is liable for Regular Common Assessments shall be assessed such Regular Common Assessments at a rate equal to each other Unit that is liable for Regular Common Assessments. Regular Common Assessments must be made at least annually, based on a budget adopted at least annually by the Association in accordance with the provisions of this Declaration and the Bylaws. Regular Common Assessments shall be levied against each separate Unit (except for Exempt Units) annually and may be collected by the Association at such intervals as determined by the Board.

### **Part Three**

Section 19.1.4 of the Declaration is hereby revised and amended to read as follow:

19.1.4. In addition to the Regular Common Assessments, the Association may levy in any calendar year, Special Common Assessments applicable to that year only. However, in any fiscal year, except as otherwise provided in this Declaration, the Board shall not, without the vote or written assent of Owners, casting a majority of the total votes of the Association at a meeting or by written ballot, levy Special Common Assessments which in the aggregate exceed 10% of the budgeted gross expenses of the Association for that fiscal year. Notwithstanding the foregoing, during the Period of Administrative Control, the Declarant may unilaterally approve a Special Common Assessment in any amount and without a meeting of the Members. All Units, including Exempt Units, shall be liable for Special Common Assessments but, until an Exempt Unit has received a Certificate of Occupancy, any assessment against it shall not accrue late fees or interest and the Board shall not take collections action against it. None of the foregoing provisions with respect to the imposition or allocation of Special Common Assessments shall apply when the special assessment is to pay an increase in real property taxes. All Units within the Project shall be assessed any Special Common Assessment at an equal rate. The Board shall provide notice by first class mail or via e-mail transmission to all Owners of any Special Common Assessments not less than fifteen (15) nor more than sixty (60) days prior to the date such Assessment is due. Special Common Assessments shall be paid as determined by the Board and the Board may permit Special Common Assessments to be paid in installments extending beyond the fiscal year in which the Special Common Assessment is imposed.

### **Part Four**

Section 19.1.5 of the Declaration is hereby revised and amended to read as follows:

19.1.5. The Association may also levy a Specific Assessment against an Owner or an Owner's Unit (including the Declarant or the Declarant's Unit, regardless of whether it is an Exempt Unit): (1) to reimburse the Association for costs incurred in bringing an Owner and/or an Owner's Unit into compliance with the provisions of this Declaration, the Bylaws, rules and regulations of the Association or any other governing instrument of the Project; (2) to cover costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests;

provided, the Board shall give the Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying a Specific Assessment for this purpose; (3) to allocate an additional share of the Common Expenses against Units owned by the Declarant in an amount or at a rate determined by the Board in its sole discretion; or (4) to pay the costs, including overhead and administrative costs, of providing services to the Owner or the Owner's Unit in accordance with this Declaration, including the provisions of Section 20, or pursuant to any menu of special services which may be offered by the Association or the Manager. Specific Assessments for special services may be levied in advance of the provision of the requested service.

**Part Five**

The second paragraph of Section 19.1.9 of the Declaration is hereby revised and amended to read as follows:

All Exempt Units shall be exempt from Regular Common Assessments. On the date on which a Unit loses its status of being an Exempt Unit (as set forth in Section 2.20), then it shall automatically be subject to its share of the Regular Common Assessments from that date forward.

\*\*\*\*\* End of Amendment \*\*\*\*\*

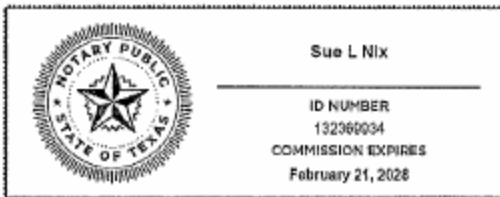
**DECLARANT:**  
FIG KOLLMAN FARMS, LLC

*Michael C. Miller*

By: Michael C. Miller  
Its: Manager

STATE OF Texas            )  
  :SS  
County of Collin         )

Subscribed and sworn before me this 26th day of September, 2024, By Michael C. Miller, Manager of FIG KOLLMAN FARMS, LLC



*Sue L. Nix*  
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Notary Public

Electronically signed and notarized online using the Proof platform.

## EXHIBIT A

Legal Description of Property

Beginning at a point which is North 00°15'52" West along the Section Line 1316.81 Feet and West 509.05 Feet from the Southeast Corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian;

Thence South 02°22'18" East 321.73 Feet; Thence South 89°55'56" East 447.50 Feet; Thence South 00°04'06" West 60.00 Feet; Thence North 89°55'54" West 444.06 Feet; Thence South 02°18'35" East 279.15 Feet; Thence North 89°49'57" West 269.37 Feet Thence South 17°09'53" East 186.17 Feet; Thence South 88°43'29" West 191.85 Feet; Thence North 38°50'32" West 523.96 Feet; Thence Along the Arc of a 25.00 Foot Radius to the Left 6.90 Feet (Central Angle of 15°49'26" and a Chord Bearing North 46°45'15" West 6.88 Feet); Thence Along the Arc of a 292.00 Foot Radius to the Left 59.39 Feet (Central Angle of 11°39'09" and a Chord Bearing South 57°50'08" West 59.28 Feet); Thence South 52°00'34" West 89.94 Feet; Thence Along the Arc of a 26.00 Foot Radius to the Left 27.76 Feet (Central Angle of 61°10'06" and a Chord Bearing South 21°25'31" West 26.46 Feet); Thence North 37°59'26" West 84.46 Feet; Thence North 52°00'34" East 112.71 Feet; Thence Along the Arc of a 363.00 Foot Radius to the Right 62.16 Feet (Central Angle of 09°48'42" and a Chord Bearing North 56°54'55" East 62.09 Feet); Thence North 38°50'32" West 111.88 Feet; Thence North 00°12'54" West 279.22 Feet; Thence North 89°42'11" East 825.02 Feet to the Point of Beginning.

Containing: 13.62 Acres

Now Known As

Lots 1 through 104, Old Mill Village Townhomes, a part of Overall Plat as depicted on Page 2 Recorded on May 20, 2022 as Entry No. 519822 in the Office of the Wasatch County Recorder, Utah.

Parcel # : 21-7426 through 21-7529

and

Lots 1 through 16, Vertical Stacked Dwelling, of Old Mill Village, a part of Overall Plat as depicted on Page 3 Recorded on May 20, 2022 as Entry No. 519822 in the Office of the Wasatch County Recorder, Utah.

Parcel #: 21-7530 through 21-7545