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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for the Subdivision known as  
OLD MILL CIRCLE  
(recorded as Old Mill Lane)

This Declaration is made the 4th day of May, 1996, by the Management Committee of THE OLD MILL CIRCLE HOMEOWNERS ASSOCIATION.

WHEREAS, a Homeowners Association has been formed to establish and record the certain covenants, conditions, restrictions and agreements first initiated by the developer of the subdivision known as "Old Mill Circle"

and, WHEREAS, The Homeowners Association desires that the Subdivision and each lot located therein be subject to the to the provisions of this declaration to create a residential community of single family housing; and,

WHEREAS, The Homeowners Association intends to oversee a general plan of improvement, and maintenance of each lot for the purpose of enhancing and protecting the value, desirability and attractiveness of the subdivision and every part thereof,

THEREFORE, the Subdivision and each lot therein is hereby subject to the provisions of this Declaration and shall be hold, sold, transferred, used, leased, developed, occupied and improved subject to the limitations, restrictions and covenants hereinafter set forth (collectively the "Covenants"). This Declaration shall be binding on and shall inure to the benefit of all persons having any right, title or interest in any Lot, their respective heirs, executors, administrators, successors and assigns and shall inure to the benefit of each and every owner of thereof:

All covenants, conditons, restrictions and agreements herein stated shall run with the Lots, and all owners, purchasers or occupants thereof shall, by acceptance of contracts or deeds, possession or occupancy, be conclusively deemed to have consented to and agreed with the present and future owners of said Lots and with their respective successors and assigns to conform to and observe the following covenants, conditions restrictions and stipulations as to the use of the Lots and construction and improvements thereon

1. COMMITTEE DECISION; LIABILITY: The Committee's approval or disapproval shall be in writing signed by a majority of its members. All decisions of the Committee shall be final, and neither the Committee nor its designated representatives shall be subject to any liability therefore. Any errors or omissions in the design of any building or landscaping, and any violations of city ordinances, are the sole responsibility of the Lot owners and/or the Lot owner's designer, architect or builder. The Committee's review of plans shall in no way be concerned with the structural or mechanical integrity or ability of the building(s) or structure(s) or with the architectural or structural soundness thereof.

2. SET BACKS: Any dwelling, house or other structure constructed or situated on any of said Lots shall be in conformity with the minimum "set back" lines which may be fixed by the Committee, its successors and assigns in the recorded Subdivision plat, and in contracts or deeds to any or all of the Lots. In any event, and notwithstanding the foregoing sentence, the front of each dwelling house shall be located not less than thirty (30) feet from the front Lot line. No dwelling house shall be located nearer than ten(10) feet to any interior side Lot line. No dwelling shall be located nearer than twenty (20) feet to the rear Lot line. Rear yard set backs on any Lot containing an "Undevelopable Area" as set forth on the Subdivision plat must further comply with all Salt Lake City requirements for such Lots in this Subdivision, as set forth on the

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Subdivision plat. The location of all dwellings and any detached garage or other accessory building must be approved in writing by the Committee prior to the start of construction and must comply with all applicable Salt Lake City regulations. For the purpose of this covenant, eaves or steps and open porches without roofs shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of any building on any Lot to encroach upon another Lot.

3. **BUILDING TYPE:** No building shall be erected, altered, or permitted to remain on any Lot other than one detached single-family dwelling and accessory buildings, structures, and facilities approved prior to construction by the Committee. Such dwelling shall not exceed three (3) stories and shall include a private garage for not less than two (2) nor more than four (4) vehicles. Depending upon the design of the dwelling structure, the Committee may, if it deems such action advisable, approve parking inside the dwelling structure for more than four (4) vehicles. Notwithstanding the foregoing, the height of any building, structure, or appurtenance thereto shall not be higher than thirty (30) feet above the natural grade of the Lot measured from the low point on the building footprint (excluding any topographic features containing a land surface area of less than one-hundred-fifty (150) square feet), unless approved in writing by the Committee. The Committee, in its sole and exclusive discretion, shall have power to further limit the number of stories and height of structures as to any or all Lots if it deems such limitation is necessary to preserve the value of other Lots. Every detached single-family dwelling, exclusive of garages and open porches, erected on any Lot shall have a minimum above ground finished living area, of two-thousand-two-hundred (2,200) square feet for a single level residence, two-thousand-two-hundred (2,200) square feet for a multi-level dwelling and a two story dwelling shall have a minimum of two-thousand-eight-hundred (2,800) square feet above grade. All construction shall be of new materials, except for "used brick" or "used stone" specifically approved by the Committee. The Committee may at its sole and exclusive discretion, at any time, for the purpose of protecting and/or preserving the character of the Subdivision, change any of the above requirements to be more restrictive and/or impose additional requirements.

4. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Subdivision plat for each subdivision.

5. **TEMPORARY STRUCTURES:** No structure of a temporary character (trailer, basement, tent, shack, garage, barn or other out-building) shall be used on any lot at any time as a residence.

6. **LANDSCAPING:** Front landscaping on each lot shall be completed within one-hundred-twenty (120) days following the time that the residence located thereon has been occupied, and shall be consistent with surrounding lawns. This duty to landscape shall not be applicable during the winter months (December 1 through March 31).

7. **ADDITIONAL ARCHITECTURAL GUIDELINES:** In addition to those requirements set forth elsewhere in the Declaration, the following architectural guidelines shall apply to all Lots:

a. **Harmony in Building.** The exterior material of all homes shall be either stucco, brick, stone or other material, or a combination thereof, approved by the committee. The roofing materials shall be either tile, treated wood, architectural asphalt shingles or other fire resistant material approved by the Committee, in approved colors which shall be harmonious with the natural environment.

b. **Fences.** The height of all fences shall be in conformity with Salt Lake City requirements. All fence materials and placement of all fences must be harmonious with the natural environment and approved by the Committee prior to erection. No fence or wall shall be erected on any Lot nearer to the street than the minimum building set back line unless similarly approved.

c. **Exterior Lighting.** All such exterior lighting shall require approval of the Committee. No floodlighting of structures shall be permitted. Any lighting of yard areas shall be directional in nature and shall not impact, by direct light beam, any other Lot.

d. Exterior Building Materials and Colors. Exterior building materials for all structures and retaining walls shall be brick, stone, stucco or other material approved by the Committee. All exterior paint colors for such structures shall also require approval of the Committee.

e. Roof Materials. Roof materials for all structures shall be limited to tile, slate, fire retardant wood, or similar materials (which may include architectural asphalt shingles) in brown, black or other earthtone colors/hues.

f. Samples. Prior to the construction of any building or structure, appropriate building material samples must be provided to the Committee in order to determine if said materials comply with the terms and intent of the Declaration.

g. Mailboxes. Mailboxes shall be mounted in a base constructed of either brick, stucco or stone, in a style consistent throughout the Subdivision. A structure housing the mailbox shall be completed within one-hundred-twenty (120) days following the time of occupation of the residence.

8. GARBAGE AND REFUSE DISPOSAL: No Lot shall be used or maintained as a dumping or storage place for rubbish. Trash, garbage or other waste shall be stored only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. PARKING AND STORAGE: No storage of any articles, materials, equipment or vehicles (recreational or otherwise, including but not limited to boats, campers and trailers) of any nature is permitted in the front yard portion of any Lot or side yard and/or rear yard (to the extent visible from the street), except that regularly used passenger cars and light pick-up trucks properly licensed and in running order may be parked upon driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garages. No vehicles of any kind shall be parked and/or stored on any public street within the Subdivision on a permanent basis.

10. UNLICENSED MOTORIZED CONVEYANCES: No unlicensed motorized conveyance shall be operated or allowed to be operated on any street, sidewalk, or common area.

11. ATTRACTIVE NUISANCES: For reasons of safety, owners agree to use reasonable efforts to restrict access (i.e., locked fence) to swimming pools and recreational equipment. Owners also agree to use reasonable efforts to minimize potential safety hazards of such play equipment.

12. MAINTENANCE OF LOTS: All Lots (improved or unimproved) shall be kept free of rubbish, weeds, etc. and must be maintained in such a manner as to not detract from the residential quality of the Subdivision. Sidewalks, curbs and gutters must be kept clean, unobstructed and in good repair.

13. CONSTRUCTION DEBRIS: All Lot owners shall properly maintain their Lots during the construction period so as to insure that no "spoils" or any other debris from construction shall be permitted to blow or otherwise be deposited upon any adjoining Lot or upon other private or public property or public right-of-way. Lot owners shall take whatever action is necessary to prevent run-off onto, and resultant erosion of, adjoining property. Lot owners agree that the Committee shall be empowered to clean up any and all "spoils" or construction debris which are located upon any adjoining public or private property resulting from activities of a Lot owner, his builder or any other person employed or otherwise controlled by a Lot owner, and record a lien against the Lot owner's property to secure the repayment of all sums expended by the Committee in cleaning up and removing said "spoils" and debris from adjoining public property if same is not voluntarily cleaned up and removed by the Lot owner within forty-eight (48) hours of written notice from the Committee or other Lot owner, identifying the required clean up and removal work.

14. **BUSINESS OR COMMERCIAL ACTIVITIES:** No visible commercial or business activities of any nature shall be engaged in or conducted within the Subdivision.

15. **PETS:** No animals, livestock or poultry of any kind shall be raised, bred, or kept within the Subdivision, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and provided they do not become an annoyance or nuisance, for any reason, to any owner or resident within the Subdivision. Pets shall at all times be under proper control and supervision of their owners. Residents must clean up after their pets on all properties other than their own.

16. **NOXIOUS OR OFFENSIVE ACTIVITIES:** No noxious or offensive activity shall be carried on upon any Lot within the Subdivision, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood. The Committee shall have the authority to determine if an activity is noxious or offensive and constitutes an annoyance or nuisance to the neighborhood.

17. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee ("ACC") is initially composed of the 5 elected officers of the Neighborhood Association, David Masihdas, Jan Hill, David Hanson, Scott Petersen and Marcia Saltz. A majority of the ACC may designate a representative to act for it. In the event of death or resignation of any member of the ACC, the members of the ACC shall select a successor to hold office until the next Homeowners Association meeting. Neither the members of the ACC nor its designated representative shall be entitled to any compensation for the services performed pursuant to this covenant.

18. **ARCHITECTURAL CONTROL COMMITTEE PROCEDURES:** The approval or disapproval by the ACC, as required herein, shall be in writing. In the event the ACC or its designated representative fails to take written action or disapprove within fifteen (15) days after plans and specification have been submitted to it, such plans and specifications shall be deemed to have been approved.

19. **COMMON AREAS:** Common areas shall be under the care and responsibility of the Homeowners Association, including, but not limited to, maintenance, utilities and improvements.

20. **HOMEOWNERS ASSOCIATION:** Owners of Lots within the Subdivision shall comprise an association for the ownership, administration and management of the common area and facilities. All common expenses shall be shared and allocated equally over the Lots within the Subdivision with each Lot considered to hold one share with the to Lots representing one-hundred percent (100%) of such shares.

21. **BY-LAWS OF THE HOMEOWNERS ASSOCIATION:** The procedure for administration and management of common areas and facilities within the Subdivision shall be governed by the following By-Laws which may be amended from time to time by a majority vote of the lot owners:

a. **Voting.** At any meeting or election of Lot owners, each owner shall be entitled to one vote per Lot. In the event of multiple ownership of a given Lot, each owner shall cumulatively only have one vote.

b. **Annual Meeting of Homeowners Association.** The owners of the Lots within the Subdivision shall hold an annual meeting the first week in September, or at such other time as may be designated by the Management Committee. Notice of a meeting shall be delivered to the lot owners not less than ten (10) days prior to the date fixed for such meeting. At the annual meeting, elections shall be held to elect members of the Management Committee. A financial report may be given and such other business conducted as may be properly presented at the meeting. A special meeting of the Lot owners may be called at any time by written notice, signed by the majority of the Management Committee or by the lot owners having one-third (1/3) of the total votes, delivered no less than ten (10) days prior to the date fixed for such meeting. Such meeting shall be held within the Subdivision and the notice therefore shall state the date, time, place and matters to be considered.

c. The Management Committee. The Management Committee shall initially consist of five (5) persons, appointed by election. The Management Committee shall have all the powers, duties and responsibilities which are provided by law and by these covenants and any amendments subsequently filed hereto. The Management Committee shall be responsible to control the operation and management of the common area and facilities. In the case of a vacancy on the Management Committee occasioned by death, resignation, removal or inability to act for a period in excess of ninety (90) days, the remaining members of the committee shall elect a successor to hold office until the next regular meeting of the Lot owners. The management may elect such officers as it shall deem appropriate and shall hold regular meetings within the Subdivision at times and places which the Management Committee shall determine. The quorum for the transaction of business shall consist of the majority of the management committee. The committee shall have the authority to provide additional facilities and improvements within the common area. Facilities or improvements in excess of one-thousand dollars (\$1,000) per year shall require the approval and consent of two-thirds (2/3) of the Lot owners. The Management Committee shall have power to adopt and establish management and operation rules for the common area, and may from time to time, alter, amend or repeal such rules, it being understood and agreed that such rules shall apply to and be binding upon all of the Lot owners and/or occupants of all homes within the Subdivision. The Management Committee shall determine all uses of the common area and facilities, and may obtain insurance insuring the Management Committee, the Lot owners or other appropriate persons against liability to the public or to the owners of Lots, their invitees or tenants incident to ownership or use of the common area, together with such other insurance as may be deemed necessary by the Management Committee, to cover other risks of similar nature which are customarily covered for common areas.

d. Payment of Association Expenses. Each lot owner shall pay to the Homeowners Association his, her or their portion of all costs and expenses required and deemed necessary, if any, by the Management Committee in connection with the common areas and facilities and the management, maintenance and operation of the same. Costs and expenses may include taxes, improvements, special assessments, fire, casualty and public liability insurance premiums, common lighting, water and electrical charges, landscaping and facilities, maintenance and repairs, operation of all equipment and cost of electricity and other expenses and liabilities incurred by the Management Committee under or by any reason of their duties under these covenants as well as the payment of any deficits remaining from any previous period and the creation of a reasonable contingency or reserve fund as well as all other costs or expenses of any nature relating to the common areas and facilities. (Such payments shall be made upon such terms and at such time and in the manner provided by the management committee.) The Management Committee shall provide for an annual Association dues fee for each Lot owner to cover forecasted expenses for the above as estimated to be usual and customary for such common areas. Association fees are subject to change by the consent of the majority of the members of the Homeowners Association. Association fees are listed in Appendix A.

21. ENFORCEMENT: The Homeowners Association and/or Management Committee shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or part violating, attempting or threatening to violate any of these covenants and to enforce, restrain, enjoin and/or collect damages for such violation. Failure of the management committee or any lot owner or their legal representatives, heirs or successors or assigns to enforce any of these covenants shall not be deemed a waiver. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

22. NOTICES: Prior to prosecution of any homeowner for part violation, attempting or threatening to violate these covenants, the Homeowners Association and/or Management Committee must give

FORM 0014  
CA RECORDERS

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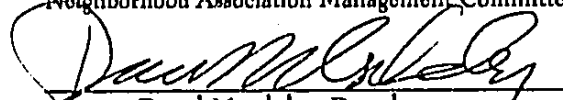
seven (7) days prior written notice of such violation and the owner fails to cure such violation. Any communication shall be deemed to have been given, in the case of personal delivery, on the date of delivery; and in the case of mailing, on the third business day following the day on which the piece of mail containing such communication is posted.

24. SEVERABILITY: Invalidation of any covenant set forth herein by court order shall not affect any of the remaining covenants which shall remain in full force and effect.

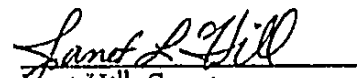
25. ATTORNEY'S FEES AND COSTS: In the event any claim, demand or lawsuit is made or instituted to enforce any of the provisions contained in this Declaration, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fee and all court costs as determined by the court.

IN WITNESS THEREOF, The Homeowners Association Management Committee has executed this Declaration as of the date first set forth.

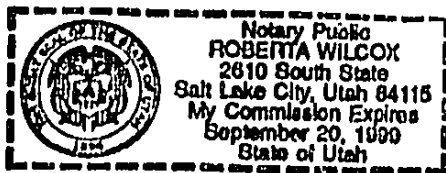
OLD MILL CIRCLE (recorded as Old Mill Lane)  
Neighborhood Association Management Committee

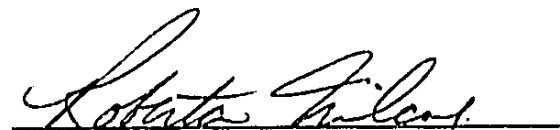
  
David Masihdas, President

ATTEST:

  
Janet Hill, Secretary

On the 23 day of May, 1996, A.D. personally appeared before me David Masihdas who, being by me duly sworn, did say that he was the President of the Old Mill Circle Homeowners Association and that the foregoing declaration was signed of the behalf of the Association.



  
Notary Public  
My residence is: Salt Lake City, Utah

My commission expires 9-20-99

## Appendix A

HOMEOWNERS ASSOCIATION EXPENSES: Each lot will be assessed \$150 per year for the twelve (12) month period commencing July 1. Payments are due on June 30 for the subsequent year.

05/23/96 12:35 PM 6364927 45.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
JANET L HILL  
6613 S OLD MILL CIR  
SLC, UT 84121  
REC BY: B GRAY DEPUTY - WI

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