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UTAH AUTO MALL

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**



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UTAH AUTO MALL

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF THE
UTAH AUTO MALL**

THIS DECLARATION is made this ____ day of August, 1992, by Vestwood, a Utah general partnership (hereinafter "Developer" or "Vestwood"), developer of the Utah Auto Mall.

WHEREAS, VESTWOOD is the owner or has rights to acquire the real property located in the city of Sandy, state of Utah, commonly referred to as the Utah Auto Mall ("Property") and which is more particularly described as Parcel One in the attached Exhibit "A"; and

WHEREAS, BIENVENUE, INC. is the owner of Parcel Two as described in Exhibit "A" attached hereto; and

WHEREAS, MERRILL MOTORS, INC. (hereinafter "Merrill") is the Owner of Parcel Three as described in Exhibit "A" attached hereto; and

WHEREAS, VESTWOOD, BIENVENUE, INC. and MERRILL, desire to implement this Declaration for the operation, maintenance and preservation of the Utah Auto Mall for the Utah Auto Mall and the owners of any portion thereof;

NOW, THEREFORE, VESTWOOD, BIENVENUE, INC. and MERRILL hereby declare for and on behalf of themselves and subsequent owners that the Property shall be acquired, held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following restrictions, all of which are declared and agreed to be in furtherance of a plan for the preservation and improvement of the Property for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property.

DECLARATION

ARTICLE I

1. DEFINITIONS

1.1 "Agency" shall mean the Sandy City Redevelopment Agency.

1.2 "Architectural" refers to any improvement whether interior or exterior that requires a City building permit.

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- 1.3 "Architectural Control Standards" (ACS) shall mean those design guidelines as set forth in the Master Plan developed to insure the quality of the development of the Property.
- 1.4 "Architectural Review Committee" (ARC) shall be as provided for in the Ordinance.
- 1.5 "Automobile" shall mean car, auto, truck, van, motorcycle, recreational or any motorized vehicle.
- 1.6 "Auto Mall" shall mean the retail Automobile sales, service, and leasing buildings within the Property.
- 1.7 "City" shall mean the City of Sandy, Utah.
- 1.8 "Common Areas" shall mean all those items set forth in Section 6.1 whether currently existing or constructed in the future.
- 1.9 "Dealer" shall mean a business operating a franchise for the sale of new or used Automobiles on any Parcel of the Property.
- 1.10 "Dealer Owner" shall mean each Dealer whether said Dealer occupies their property pursuant to fee title ownership or lease.
- 1.11 "Dealer Improvement" shall mean all on-site improvements including but not limited to building structures, display/parking areas, landscaping, fencing, signs, pedestrian/vehicular access and other auxiliary elements.
- 1.12 "Declarant" shall mean Vestwood, a Utah general partnership.
- 1.13 "Improvement" shall mean all structures and appurtenances thereto of every type and kind (and any alteration thereto) including but not limited to buildings, out buildings, walkways, sidewalks, sprinkler pipes, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planted trees and shrubs, poles, signs, exterior air conditioning and fixtures such a bollards for Automobile protection, gates, etc.
- 1.14 "Member". Each Dealer, as defined, shall be a Member of the Automobile Dealer Association. Each property owner who is not a Dealer shall not be a Member.
- 1.15 "Mortgage" shall mean and include a deed of trust as well as a mortgage in the conventional sense.



- 1.16 "Master Plan" shall mean that certain plan adopted by Sandy City pursuant to the Ordinance revised from time to time. At the time of filing this Declaration, the most recent revision is dated January 27, 1992.
- 1.17 "Ordinance" shall mean the Auto Mall District Ordinance chapter 15-32-1/et. seq., adopted by Sandy City on July 31, 1990 and attached hereto as Exhibit "C".
- 1.18 "Owner" shall mean the Owner of record, whether one or more persons or entity(ies), of a fee simple title to any Parcel area described on Exhibit "A".
- 1.19 "Parcel" shall mean any property held by one Owner located within the area described in Exhibit "A" and shown on Exhibit "B".
- 1.20 "Plot Plan" shall refer to the Plot Plan attached as Exhibit "B".
- 1.21 "Property" shall mean the real property subject to this Declaration as described in Exhibit "A".
- 1.22 "Special Assessment" shall mean a charge against a particular Parcel equal to the cost incurred by the Dealers Association for corrective action performed pursuant to the provisions of this Declaration.
- 1.23 "Storage" shall mean any outdoor placement of Automobiles, parts, trash or any other "moveable object".

ARTICLE II

2. DEVELOPMENT STANDARDS

2.1 USES AND LIMITATIONS

2.1.1 Uses and Conditional uses permitted shall be governed by the Ordinance as may be amended from time to time.

2.1.2 The following uses shall be prohibited:

2.1.2.1 All outdoor storage of trash, tires, junk or wrecked Automobiles unless appropriately screened as approved by the ARC.

2.1.2.2 Residential uses except for the dwelling of watchmen or security guards.



2.1.2.3 Uses disallowed in the Ordinance.

2.1.3 No Parcel shall be used for any purpose nor shall any Improvements be constructed, erected or maintained on any Parcel except in accordance with the covenants, conditions and restrictions set forth in this Declaration and the Ordinance.

2.1.4 General site restrictions such as standards for setbacks, parking requirements, landscaped areas, allowed entrances from street, signs allowed etc., are set forth in the Ordinance and Master Plan.

2.2 GENERAL DEVELOPMENT STANDARDS

2.2.1 Parking

2.2.1.1 Adequate parking shall be provided on each Parcel in designated areas to accommodate all parking needs including guest, employee and new car and used car display parking and shall comply with the requirements of the Ordinance.

2.2.1.2 All parking areas shall be surfaced with at least SIX (6) inches of compacted gravel and TWO (2) inches of hot asphalt topping or its equivalent. All parking areas shall be sprayed with approved weed killer for weeds before paving.

2.2.1.3 No parking areas shall be used for other than temporary parking of motor vehicles. In particular, parking areas shall not be used for the repair and maintenance of vehicles or as storage areas.

2.2.2 Storage Areas

Storage areas shall be permitted upon compliance with the Ordinance and upon a determination by the ARC that the following conditions are satisfied:

2.2.2.1 The Storage area is an integral part of and necessary and appropriate for the business conducted on the Parcel.

2.2.2.2 The Storage area can be and is visually screened from abutting streets and all other LOTS by no less than SIX (6) feet of opaque fence, masonry wall, mature vegetation or



a suitable combination thereof.

2.2.3 Loading Facilities

2.2.3.1 Each Owner shall provide facilities for unloading, and car storage for their own respective dealership.

2.2.4 Materials and Design

2.2.4.1 All buildings shall be constructed in accordance with guidelines set forth as the Architectural Control Standards contained in the Master Plan and as approved by the ARC.

2.2.4.2 The design of all Improvements shall be attractive, tasteful and harmonious with the design of Improvements located on other Parcels.

2.2.5 Signs

No exterior signs of any type shall be placed or maintained on any Parcel in violation of the Ordinance or the provisions of this Declaration. Exterior signs must be approved by the ARC prior to erection. Said approval shall not be unreasonably withheld provided that plans for the proposed sign or signs and the location of the same on the Property are submitted to the ARC and provided that the design, type and location of the proposed signs conform to the following standards:

2.2.5.1 All signs shall complement building design and color and the landscaping on the Parcel. Only four (4) types of signs will be allowed. They are: (1) Property area identification (located at the entrances to the Property and along the Interstate); (2) Dealer Identification (located on the structure facing front and to the Common Area mall and being an integral part of the architectural design); (3) Directional signs for each Parcel, and; (4) a street monument sign adjacent to each Parcel.

2.2.5.2 The sizes and types of signs allowed shall be as set forth in the Ordinance and Master Plan.

2.2.5.3 No sign shall be painted directly on any walls nor shall glassed areas be used for sign displays whether painted on or banner attached.



2.2.5.4 No sign will extend above the roof line of any structure including any parapet.

2.2.5.5 During construction of the Improvements, signs identifying the architect, developer, contractor, lender, future occupant or similar person shall be permitted.

2.2.5.6 Pennants or "streamers" shall not be allowed on the exterior of the building. Banners shall be allowed for grand opening or special events and shall be approved prior to being used by the Association. It is understood that prior to the development of a readerboard sign, each Owner shall be permitted to install temporary signs provided that such signs are approved by Sandy City. Upon construction of the readerboard sign, all temporary signs shall be removed.

2.2.6 Landscaping

2.2.6.1 The landscape architectural concept is designed to compliment the architectural style of the Utah Auto Mall and is specifically set forth in the Master Plan and Ordinance. Each Owner shall be responsible for the maintenance and care of the landscape areas on their Parcel, except as may be related to the Landscape Feature Areas.

2.2.6.2 All Parcels (including that portion of any public right-of-way abutting such Parcel extending from the boundary of such Parcel to the nearest edge of any sidewalk located in such right-of-way) shall be landscaped in accordance with the standards of the Ordinance and Master Plan. All landscape plans must be approved by the ARC and Sandy City.

2.2.6.3 All Parcels shall be kept free of weeds and debris.

2.2.7 Roof Installations

All roof mounted mechanical equipment, utility installations duct work, radar equipment, radio or television antennae or any other devices shall be screened by a solid visual barrier of a design which is consistent and harmonious with the design of the building to which they are attached.



2.2.8 Drainage

Water shall not be permitted to accumulate and stand on any Parcel except for storm water temporarily restrained on the Parcel.

2.2.9 Plans and Construction

No building, structure, sign or improvement of any kind whatsoever, nor any replacement thereof or addition or alteration thereto of any Improvement shall be constructed, erected, placed, maintained or permitted to remain on any Parcel except as follows:

2.2.9.1 At least 30 days prior to the commencement of any work on a Parcel there shall be submitted to the ARC, a complete set of plans for such work prepared by a licensed architect or engineer as appropriate. Such plans shall be in the customary form suitable for a building permit and detail required in order to obtain all permits and approvals required from any governmental agencies. The plans submitted shall include any other information such as quality and color of all exterior finishes which the ARC may reasonably request.

2.2.9.2 All Work shall be done so as to cause minimal interference with the business operations conducted on other Parcels. In no event shall access to other Parcels be obstructed or impaired during normal business hours. During construction, the Parcels shall be kept reasonably clean and free of trash and debris.

2.2.9.3 Any such construction and work shall be done in accordance with the Ordinance and Master Plan.

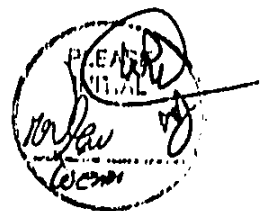
ARTICLE III

3. DEALER ASSOCIATION

3.1 The Dealer Association (hereinafter sometimes referred to as "Association") shall be established as a Utah corporation and shall be governed by such Articles and Bylaws and rules as may be established from time to time by its Members. In no event, shall the Articles and Bylaws be inconsistent with these covenants and restrictions.

3.2 PURPOSES

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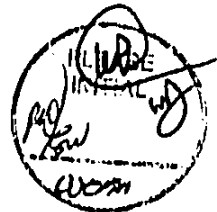
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The Dealer Association shall have the following functions and purposes:

- 3.2.1 To coordinate the Auto Mall promotional activities including collection of quarterly assessments, allocation of Auto Mall pylon reader board advertising time, coordination of production and display of reader board advertising, and planning and coordination of other institutional media advertising as well as promotional events at the Auto Mall as determined by the Association.
- 3.2.2 To administer and coordinate the common maintenance of landscaping and entrance signage, street lighting and common security as set forth in Article VI as may be required from time to time including the assessment to and collection from Owners of monies to cover such costs subject to this Declaration.
- 3.2.3 To serve on and give input to the ARC through its appointed representatives.
- 3.2.4 To coordinate any other cooperative activities as the members may choose to participate in from time to time.

3.3 MEMBERSHIP

- 3.3.1 Every Owner, or his assignee (in the case of leased dealership facilities) of a Parcel who is operating an Automobile sales facility within the Auto Mall shall be a Member of the Association. Such ownership shall be the sole qualification for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Not more than one membership shall exist per Parcel.
- 3.3.2 The Membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such Owner's Parcel, and then only to the purchaser of such Parcel. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event an Owner should fail or refuse to transfer the membership registered in his name to the purchaser of such Parcel, the Association shall have the right to record the transfer upon the books of the Association. For the purpose of this paragraph, a lessee shall be a purchaser of a parcel or a Dealer Owner. In the case of a lease, the lessor and lessee shall agree as to who shall be the one member of the Association.



3.3.3 The membership of any member of the Association shall automatically terminate on the occurrence of the following:

- the Member ceases to be an Owner of a franchise for an Automobile sales facility or dealership.
- the Member ceases either to be a record Owner of a fee or undivided interest in any Parcel.

3.3.4 The Dealer Association members shall meet annually on the fourth Wednesday of January to elect appropriate officers and directors and representatives to the ARC. The Dealer Association members shall also meet at least quarterly to manage the Association's affairs. Also, the officers and directors of the Dealer Association shall meet regularly to appoint an Administrator of the Dealer Association and transact and approve business on a day-to-day basis.

3.4 ASSESSMENTS

3.4.1 Each Member of the Dealer Association shall pay quarterly on a calendar year basis a "Promotional Assessment" of Twenty and No/100 Dollars (\$20.00) per vehicle sold in the last applicable calendar quarter or such other fee as may be determined under the Bylaws of the Dealer Association. Each Member covenants to cooperate to provide, on or before fifteen (15) days after the end of each calendar quarter, an accurate statement certified by an officer of Member of Automobiles sold in the most recently completed quarter. The Promotional Assessment funds shall be used to pay the operating costs of the Auto Mall pylon reader board, as more specifically defined in the Bylaws, plus other Auto Mall advertising and promotional events as may be determined by the Dealer Association from time to time. It is understood that there will be non-automotive dealer Owners of the Utah Auto Mall. All non-automotive dealer Owners shall be required to pay their proportionate share of the operation of the readerboard sign as their promotional assessment. It is understood also that in the event a non-automotive dealer Owner purchases additional readerboard advertising, said additional purchases of advertising shall be paid to the promotional fund as additional promotional assessments.

3.4.2 In addition, each Member shall pay monthly assessments for Common Area obligations as are set forth in Article VI herein. The "Common Area Assessment" is a monthly charge of what the actual cost of Common Area Costs and Expenses are incurred at the Utah Auto Mall.



3.4.3 In addition to the Promotional Assessment and Common Area Assessment set forth above, each Member shall also be personally liable for the payment of such assessments as may from time to time be fixed and levied by the Board pursuant to the provisions of the Declaration provided, however, such levy must be applied in a uniform manner among all Members except in the case of a "Special Assessment". If such assessments are not paid by a Member within 30 days from when due, they shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, or as may be established by the Dealer Association from time to time.

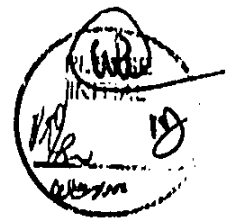
3.4.4 Should any Member fail to pay his Assessment before delinquency, the Association shall have the right to a lien on the Member's Parcel(s) and the right to enforce payment of such delinquent assessments according to this contract and the laws of the State of Utah.

3.5 MISCELLANEOUS

3.5.1 Each Member's voting interest in all Dealer Association decisions and elections shall not be equal, but shall be proportional to the total amount of the "Promotional, Common Area and Special Assessment" set forth in Section 3.4 paid during the previous calendar quarter. Each member shall be entitled to one vote per each \$200.00 or portion thereof contributed quarterly.

3.5.2 Each Member shall covenant to observe and abide by the Bylaws and other Rules and Regulations of the Association as promulgated from time to time.

3.5.3 Upon the timely curing of any delinquency for which a notice of claim of lien or any such action has been filed by the Association, the Association shall file or record an appropriate release of such notice or dismissal of such action, as the case may be, upon the payment by the delinquent Member of a fee, to be determined by the Association, but not to exceed the actual cost of filing said notice or action that covers the cost of preparing or filing and recording such actions, notices or releases together with the payment of such other costs, interest or fees as shall have accrued in connection with the delinquency.



ARTICLE IV

4. ARCHITECTURAL REVIEW COMMITTEE (ARC)

4.1 ESTABLISHMENT

4.1.1 An Architectural Review Committee (ARC) has been established by Sandy City for the Utah Auto Mall having such powers, duties and responsibilities as set forth in the Ordinance and Master Plan.

4.2 APPOINTMENT OF DEALER REPRESENTATIVES

4.2.1 Until such time as the twenty (20) acres of the Property is open and occupied by Automobile dealers, then the ARC representation shall be composed of two member Dealers and a representative of Vestwood. Thereafter, the Vestwood representative shall resign unless reappointed by the Dealer Association.

4.2.2 The Members to serve on the ARC shall be appointed for one-year terms at the annual meeting of the Dealer Association.

4.2.3 The Members shall receive no compensation for service on the ARC.

ARTICLE V

5. MAINTENANCE AND REPAIR OBLIGATIONS

5.1 It shall be the duty of each Owner at its sole cost and expense to maintain, repair, replace and restore its Parcel including any Improvement thereon in a neat, sanitary and attractive condition. In the event that any Owner shall permit any Improvement, which is the responsibility of such Owner to maintain, to fall into disrepair or not to be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition or to otherwise violate this Declaration, the ARC shall have the right, but not the duty, upon fifteen (15) days prior notice to the Owner of such Parcel, to correct such condition and to enter upon such Owner's Parcel to make such repairs or to perform such maintenance and the cost thereof shall be assessed to the Owner. Said cost of the Dealer Association if not paid to the Association within ten (10) days of said assessment shall constitute a lien enforceable in the same manner as other assessments as set forth in this Declaration. The Owner shall pay promptly all amounts due for such work and the costs and expenses of collection may be added, at the option of the ARC, to amounts payable by each Owner as a normal assessment.

5.2 Any Owner who has suffered damage may apply for approval to the ARC for



reconstruction, rebuilding or repair in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete plans and specifications, working drawings and elevations showing the proposed reconstructions and the end result thereof. The ARC shall grant such approval only if the design proposed by the Owner shall result in a finished structure in harmony with the exterior design of other structures on the Parcel. Failure of the ARC to act within thirty (30) days after receipt of such a request in writing coupled with the drawings and plot plans showing the full and complete nature of the proposed changes shall constitute approval thereof.

- 5.3 The Owner of any damaged structure shall be obligated to proceed with all due diligence hereunder and the responsible party shall commence reconstruction within thirty (30) days after the damage occurs and complete reconstruction within six (6) months after damage occurs unless prevented by causes beyond their reasonable control.
- 5.4 All reconstruction work shall be barricaded from public access and view whether interior or exterior.

ARTICLE VI

6. COMMON AREA CHARGES

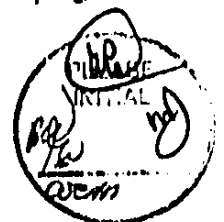
6.1 COMMON AREA CATEGORIES:

Certain items will be performed under the supervision of the Dealer Association and costs thereof will be assessed to the Owners of Parcels in accordance with Section 6.2 hereinbelow. Costs may include amortization of equipment acquired to handle maintenance requirements. Such Common Area items are:

6.1.1 Landscape Strip - Maintenance, repair and replacement of landscape strip between sidewalk and road including water charges, and sprinkling system repair and replacement costs.

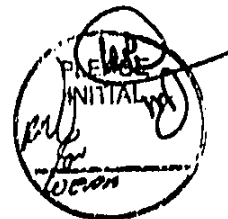
6.1.1.1 Notwithstanding the above, after any Owner opens for business, responsibility for physical maintenance (exclusive of water sprinkling) of said landscape strip in front of that Owner's parcel shall be delegated to the Owner and his pro-rata Common Area assessment shall be equitably reduced accordingly. Thereafter, Owner shall maintain such strip with reasonable diligence.

6.1.1.2 If any Owner fails to maintain said landscaping in



accordance with Auto Mall standards after written notice of failure to so maintain, then the Association, upon thirty (30) days prior written notice, may reassume landscape maintenance responsibility and charge appropriate costs to the Owner.

- 6.1.1.3 In all cases, it is anticipated the costs for watering and maintaining the sprinkler system (exclusive of sprinkler head and extension replacement) for the landscape strip shall remain Common Area costs.
- 6.1.2 Landscape Feature Areas and Medians. Maintenance, repair and replacement of landscape feature areas, including lights fixtures, and landscaping on road medians within the Auto Mall zone designated by City and Vestwood from time to time shall be Common area costs or expenses. Landscape strips in front of feature areas shall be deemed part of feature area.
- 6.1.3 I-15 Landscaping. Maintenance, repair, and replacement of landscaping installed within the I-15 freeway right-of-way to the extent such costs are not paid by City or the Agency shall be Common Area costs and expenses.
- 6.1.4 Entrance Signage. Repair, and maintenance, replacement of any common Auto Mall identification signage shall be Common Area costs and expenses. Vestwood will pay initial cost of installation in lieu of any other promotional contribution.
- 6.1.5 Street Lighting. To the extent not paid for by City or the Agency, costs for electricity and maintenance for street lighting shall be Common Area costs and expenses. Electrical cost may include charges for power to entrance signage, landscape system time clocks and feature area lighting.
- 6.1.6 Common Security. Cost of providing security for Dealers to extent determined by Association shall be a Common Area cost and expense. This cost will not be charged to Owners who are not Members of the Association without the consent of such Owners and notwithstanding anything to the contrary in Section 6.2, security costs will be prorated and charged only among Parcel areas of Dealers open and operating businesses.
- 6.1.7 Administration Costs. Direct costs of the Administrator incurred to administer the above items including costs of collection shall be Common Area costs and expenses. Such direct costs may include salaries and



payroll taxes of personnel, supplies, postage and a reasonable charge for general overhead.

6.2 COMMON AREA ASSESSMENTS

Each Owner subject to this Declaration, except as provided in Sections 6.1.1 and 6.1.6 shall be assessed and shall pay its prorata share of Common Area charges set forth in Section 6.1, after deduction of amounts contributed by outside parties. Each Owner's prorata share shall be a fraction, the numerator of which shall be the land area of that Owner's Parcel and the denominator of which shall be the land area of all parcels subject to this Declaration.

6.2.1 The Administrator as defined in Section 6.3 below shall initially estimate the Common Area charges on a calendar year basis and 1/12th of each Owner's prorata share of Common Area charges shall be assessed to and paid by Owner to the Administrator in equal monthly installments due and payable on the first day of each month.

6.2.2 Commencing with the 1994 calendar year, the Administrator shall submit to the Association, on or before December 1 of the prior year, a budget of estimated Common Area charges. Said budget shall be approved by the Association, which approval shall not be withheld unreasonably. Thereafter, prorata monthly assessments shall be made in accordance with said budget.

6.2.3 Notwithstanding any previous estimate or budget, the Administrator shall be permitted to incur additional or unforeseen costs which the Administrator shall, in its reasonable business judgment, deem prudent to maintain Auto Mall standards; however, except in case of emergency, any non-budgetary item in excess of \$5,000 shall be submitted to the Association for approval, which approval shall not be withheld unreasonably.

6.2.4 Within forty five (45) days after the end of any calendar year, the Administrator shall present, in reasonable detail, a summary of the actual common charges incurred for the most recently completed calendar year and a breakdown of each Owner's prorata share. If Owner's prorata share of such actual costs exceeds the amount paid by Owner for the subject year, then Owner shall pay the difference within fifteen (15) days after receipt of invoice thereof. If the total costs incurred are less than that paid by an Owner, then the excess shall be credit to reduce the next monthly payment due from the Owner.

6.2.5 All records of the Administrator shall be open and available for inspection



by any Owner upon reasonable notice during business hours.

6.2.6 Any sums not paid within ten (10) days of the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum or such other rate as may be established by the Association from time to time.

6.2.7 Unpaid sums shall constitute a lien against the subject Parcel as further provided in this Agreement.

6.3 ADMINISTRATOR

Vestwood will act as the "Administrator" to coordinate the Common Area activities of this Article VI until such time as twenty (20) acres within the Auto Mall are open and operating for Automobile retail uses. Thereafter, the Dealer Association shall appoint an Administrator.

6.3.1 The Administrator shall arrange for the maintenance and payment for maintenance of Common Area items set forth in Article 6.1, shall prepare budgets therefor and obtain approvals from the Association, and shall assess and collect each Owner's prorata share including the instituting of legal action if necessary.

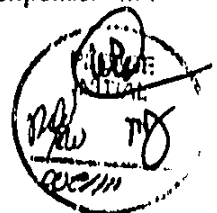
6.3.2 The Administrator shall be entitled to recover its reasonable direct costs incurred in performing its functions, which costs shall be charged as provided in Section 6.1.7.

ARTICLE VII

7. INSURANCE/ASSESSMENTS

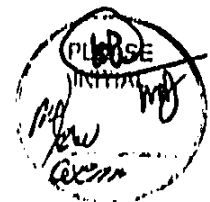
7.1 Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Parcel, be deemed to covenant and agree to pay to the Association the Promotional Assessments, Monthly Common Area Assessments, the Special Assessments and such other charges or expenses described in this Agreement, and it is understood that any unpaid Assessment of any kind shall be, constitute, and remain: (i) a charge and continuing lien upon the Parcel with respect to which such charge or assessment is made; and (ii) the personal obligation of the person who is the Owner of such Parcel at the time the assessment falls due. No Owner may exempt himself or his Parcel from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Parcel.

7.2 Special Assessments. The Association may levy special assessments for the purpose of defraying, in whole or in part: (i) any expense or expenses not



reasonably capable of being fully paid with funds generated by monthly assessments; or (ii) the cost of any construction, reconstruction, or unexpectedly required repair or replacement of an improvement or of personal property upon the Common Areas. Any such special assessment must be assented to by sixty percent (60%) of the votes of each class of membership which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

- 7.3 Uniform Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform rate based on the square footage ground area of each Lot.
- 7.4 Monthly Assessment Due Dates. The monthly and special assessments provided for herein shall commence as to all Lots on the first day of the second month following conveyance of the Common Areas to the Association. At least fifteen (15) days prior to such commencement date and at least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.
- 7.5 Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.
- 7.6 Effect of Nonpayment - Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute and remain a continuing lien on the Lot. In addition, the person who is the Owner of the Lot at the time the assessment falls due and shall be and remain personally liable for payment. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them, however, it shall remain a lien upon the Property until the assessment is paid. If the assessment is not paid within ten (10) days after the date on which it became delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.
- 7.7 Insurance. The Association shall secure and at all times maintain the following insurance coverages:



7.7.1 A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Common Areas. The name of the insured under each such policy shall be in form and substance similar to: "Utah Auto Mall Dealers Association for the use and benefit of the individual Lot Owners and mortgagees, as their interests may appear."

7.7.2 A policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use, or operation of the common Areas which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall be not less than \$1,000,000.00 for any one person injured, \$1,000,000.00 for all persons injured in any one accident, and \$100,000.00 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

7.7.3 A policy of workmens compensation insurance which meets the requirements of the law; provided, however, that such insurance coverage shall not be required unless the Association to handle Association funds, in amounts as determined by the Board of Directors of the Association.

7.8 The following additional provisions shall apply with respect to insurance:

7.8.1 In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature, and use.

7.8.2 All policies shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by Best's Insurance Reports of Class X or better.

7.8.3 The Association shall have the authority to adjust losses.

7.8.4 Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.

7.8.5 Each policy of insurance obtained by the Association shall, if reasonably possible, provide: (i) A waiver of the insurer's subrogation rights with respect to the Association, the Owners, and their respective directors,



officers, agents, employee invitees, and tenants; (ii) That it cannot be canceled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent, or employee of the Association without a prior written demand that the defect be cured; and (iv) That any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

- 7.9 Fire and Casualty Insurance. In addition to coverage obtained by the Association, Owners of individual Lots shall obtain policies of fire and casualty insurance and a policy or policies covering their agents and employees against liability incident to the ownership of their separate lots and improvements thereon. These policies shall contain all the provisions set forth above where possible.

ARTICLE VIII

8. REGULATIONS OF PYLON AND READERBOARD USE

8.1 CONSTRUCTION AND MAINTENANCE

- 8.1.1 Vestwood shall initially cause to be constructed, at its cost and expense, a Utah Auto Mall pylon sign with an electronic readerboard. Said pylon and readerboard shall be constructed in accordance with specifications to be determined by Vestwood. Title to the Pylon will be conveyed to the Association.
- 8.1.2 After the cost of the initial construction and installation, the Pylon and Readerboard, the maintenance and operating expenses of said sign shall be paid by the Dealer Association. The costs thereof shall be covered by the "promotional assessment" set forth in Section 3.4.1 as to its members and through advertising charges to users who are not Dealer Association members.
- 8.1.3 Operating and maintenance costs shall include, but not limited to utilities, taxes, insurance, maintenance contract fees, repairs and replacements, and direct costs involved in producing and displaying readerboard advertising.

8.2 ADMINISTRATION OF READERBOARD USE

- 8.2.1 The Readerboard shall be operated during such hours as the Association determines to be economically efficient.
- 8.2.2 Readerboard time will be allocated as follows:

75% - User Advertising



- 15% - Auto Mall Institutional Advertising
- 10% - Community or Public Service advertising at the discretion of the Association.

8.2.3 Each Non Automotive Dealer Owner shall have the right to a share of the "User Advertising" time proportional to a fraction, the numerators of which shall be that Owner's acreage and the denominator of which shall be the total acreage or all Owners' (excluding Vestwood) parcels subject to this Declaration. If an Owner chooses not to advertise, the Association may elect to reallocate unused time to its Members or sell it to outsiders.

8.2.4 Notwithstanding the above, "User Advertising" time for the Dealers within the Association shall be allocated proportionate to the "Promotional Assessment" paid in the previous quarter.

8.2.5 Advertising time shall be scheduled on a rotating basis. Owners who are not automobile Dealers of the Association shall be charged a pro-rata share of the total operating and maintenance cost on a quarterly basis in advance based on an estimate made by the Association. Any under/over payment based on actual costs shall be added to/credited against the next quarter's assessment.

8.2.5.1 The "pro-rata share of total operating and maintenance cost" referenced to above shall be a fraction, the numerator of which shall be the Owner's allocated advertising time and the denominator of which shall be the total "User advertising time" exclusive of any time devoted to Auto Mall Institutional advertising and Community or Public Service advertising.

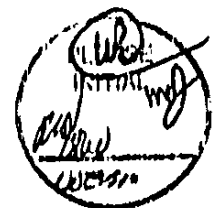
8.2.5.2 If any Owner shall fail to pay its advertising assessment when due, the Association shall have the right to place a lien on the Owner's parcel and the right to enforce payment on such delinquent assessments according to this Agreement.

8.2.6 Any time after ten (10) years from the date hereof, the Association may choose to abandon the use of the readerboard if the Association determines that further use is not beneficial to its members and the Owner participating in advertising.

ARTICLE IX

9. GENERAL PROVISIONS

ASSOCIATION



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9.1 This Declaration may be enforced by the Declarant, the Dealers Association or City.

9.1.1 A breach of any of the covenants contained in this Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by an Owner, Declarant (while Declarant still owns property), Dealers Association, Agency or the successor-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in the amount as the court may deem reasonable in favor of the prevailing party as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

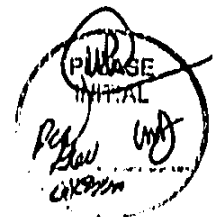
9.1.2 The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a default and every remedy allowed by law or equity against a default either public or private shall be applicable against every such result and may be exercised by any Owner, Declarant or the Dealers Association or its successors-in-interest.

9.1.3 The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative and none of such remedies shall be deemed exclusive.

9.1.4 The failure of the Declarant, Dealers Association, ARC or Owner to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

9.1.5 The lien for, promotion, common area, special assessments or other charges, if any, shall be subordinate to any first mortgage provided that there are not delinquent assessments as a lien on the Property prior to the first mortgage. A first mortgage lender shall not be liable for assessment until said Lender completes its foreclosure and becomes an owner hereunder. A breach of the covenants, conditions and restrictions contained in this Declaration shall not affect or impair the lien or charge of any bona fide first mortgage made in good faith and for value on any Parcel or structure provided, however, that any subsequent Owner of such Parcel or structure shall be bound by said covenants whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

9.1.6 The Owner of any Parcel may authorize and empower any lessee, any mortgagee or beneficiary under a deed of trust respecting such Parcel to prosecute in such Owner's name and stead any proceedings.



9.1.7 All remedies provided for herein shall be cumulative and in addition to any other remedies available at law or in equity.

9.1.8 The failure to enforce any of the covenants, conditions and restrictions contained in this Declaration in any particular instances, circumstances or situations shall not be construed as a waiver or otherwise impair the enforceability of such covenant, condition or restriction contained in this Declaration in any other instances, circumstances or situations.

9.2 SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

9.3 INTERPRETATION

9.3.1 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the Utah Auto Mall. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

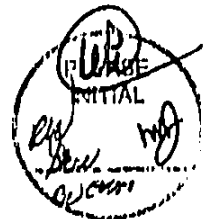
9.4 AMENDMENTS

9.4.1 This Declaration may be amended only by the eighty percent (80%) affirmative vote of all the Owners.

9.4.2 This Declaration may be amended, modified, supplemented, rescinded or terminated in whole or in part only by the recording in the Official Records of the County Recorder of Salt Lake County, Utah, of an instrument setting forth such change which has been executed by the Dealer Association and the Declarant (while Declarant still owns property).

9.5 CONSTRUCTIVE NOTICE AND ACCEPTANCE

9.5.1 Every person who owns, occupies or acquires any right, title, estate or interest in or to any Parcel or other portion of the Utah Auto Mall does and shall be conclusively deemed to have consented and agreed to every



limitation, restriction, easement, reservation, condition and covenant contained herein whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Utah Auto Mall or any portion thereof.

9.6 NOTICE OF INTEREST, RIGHTS, POWERS AND OBLIGATIONS

9.6.1 The provisions contained in this Declaration and all of the rights, obligations and powers herein created shall run with and be both a benefit appurtenant to and burden on each and every Parcel, shall be binding upon and inure to the benefit of each and every person having or acquiring any right, title or interest in any Parcel and shall constitute a servitude on each Parcel with all other Parcels the dominant tenements.

9.6.2 No right or power conferred hereunder shall be alienable separate or apart from the Parcel to which it is appurtenant.

9.7 DECLARATION TERM

9.7.1 Except as otherwise provided, the Covenants, Conditions and Restrictions contained in this Declaration shall remain in effect until December 31, 2042.

ARTICLE X

10. PROPERTY RIGHTS IN COMMON AREAS

10.1 Easement of Enjoyment. Each Owner have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Owner delegate the right and easement of use and enjoyment described herein to any tenant, lessee, or contract purchaser who does business on such Member's Lot. Common Areas shall be limited to the roads and landscape area, particularly the landscape feature areas, signs and other Property maintained by the Dealers Association.

10.2 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

- (a) The right of Salt Lake County, Sandy City, and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any parking area, walkway, or open area contained within the Property for purposes of



providing police and fire protection, and providing any other governmental or municipal service; and

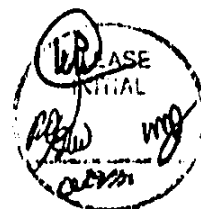
- (b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association.
- (c) The right of the Developer, prior to conveyance of the Common Areas to the Association, and after said conveyance, the right of the Association to grant and reserve easements and right of way through, under, over and across the Common Areas, for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities.

10.3 Utility Easement. The Developer for himself and his successors and assigns, including but not limited to the Association, hereby grants easements over, under, in, on and through the Common Area for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation and inspection of sewer, water, drainage, electric, gas and telephone facilities and wires, lines, cables, conduits, pipes and other necessary and proper attachments therewith, for the benefit of the Property or any part thereof, to the Developer, the Association, any federal, state or local authority, commission or agency having jurisdiction thereover and any corporation, be it public, quasi-public or private, supplying or servicing such facilities.

ARTICLE XI

11. MISCELLANEOUS

- 11.1 Any notice permitted or required as to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered three (3) days after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person for the purpose of service of such notice or to the residence of such person if no address has been given. Such address may be changed from time to time by notice in writing to the Dealer Association.
- 11.2 No representation or warranties of any kind, express or implied, have been given or made by the Declarant or its agents or employees in connection with the Property or any Improvement thereon, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in cost of maintenance, taxes or regulation thereof as a planned Auto Mall except as specifically and expressly set forth in this Declaration.



ARTICLE XII

12. APPLICABILITY

12.1 It is understood that as of the date of this Declaration, Vestwood does not currently own a fee simple interest in part of the property described as Parcel One on Exhibit "A", although Vestwood has rights to acquire all of such property. It is the intent hereof that notwithstanding anything to the contrary herein, the provisions of this Declaration shall not apply to any real property described as Parcel One on Exhibit "A" not owned by Vestwood until such time as Vestwood actually acquires a fee simple interest. If Vestwood shall not acquire fee simple interest to any of the subject property on or before December 31, 1996, then the effect of this Declaration as to any unacquired property shall be null and void.

12.2 All of the covenants, rights, conditions and restrictions set forth in this Declaration are not personal to Declarant, but shall be for the benefit and burden of the parcels and shall run with the land.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions providing for design standards, reservations, easements and authority for the UTAH AUTO MALL has been declared as of the day and year first written above.

VESTWOOD, a Utah general partnership

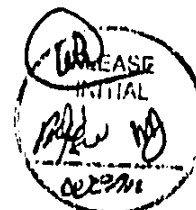
By: Wallace R. Woodbury
Wallace R. Woodbury, Attorney-in-fact

By: W. Richards Woodbury
W. Richards Woodbury, Attorney-in-fact

BIENVENUE, INC, a Utah corporation

By: Guy R. Woodbury
Guy R. Woodbury, President

By: O. Randall Woodbury
O. Randall Woodbury, Secretary



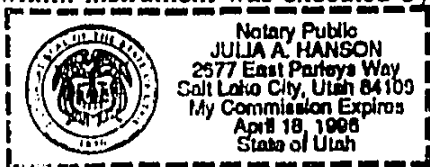
MERRILL MOTORS, INC., a Utah corporation

By: Wilmer C. Merrill
Wilmer C. Merrill, President

PARTNERSHIP ACKNOWLEDGEMENT

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

On this 23rd day of ~~August~~ ^{September}, 1992, before me personally appeared WALLACE R. WOODBURY and W. RICHARDS WOODBURY, personally known to me and being by me duly sworn, did each for himself say that he is a General Partner of VESTWOOD, and that the within instrument was executed by them, for and on behalf of said partnership.

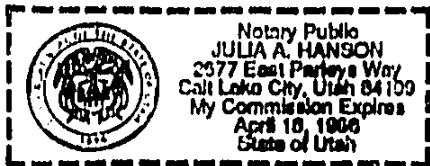


Julia A. Hanson
Notary Public

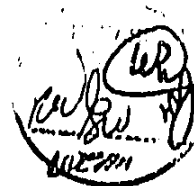
ACKNOWLEDGMENT
Corporate

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

On the 23rd day of ~~August~~ ^{September}, 1992, personally appeared before me GUY R. WOODBURY and O. RANDALL WOODBURY, who being by me duly sworn did say, that they are the President and Secretary of BIENVENUE, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said persons duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



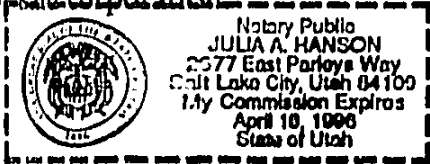
Julia A. Hanson
Notary Public



ACKNOWLEDGMENT
Corporate

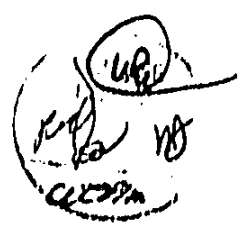
STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On the 21st day of August, 1992, personally appeared before me WILMER C. MERRILL, who being by me duly sworn did say, that he is the President of MERRILL MOTORS, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said person duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Julia A. Hanson

Notary Public



PARCEL 1

VESTWOOD PROPERTY DESCRIPTION

Property located in the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian consisting of Lots 2, 3, 5, 6, 7, 8, and Lots 15 through 43, containing a total area of 2,052,950 square feet, or 47.1292 acres, and more particularly described as follows:

DESCRIPTION LOT 2:

Beginning at a point which is S 0-00'20" E 37.82 feet along the Quarter Section line and S 89-59'40" W 1364.45 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the South Right-of-Way line of 10600 South Street; Thence S 0-01'14" W 205.06 feet; Thence S 89-58'46" E 146.27 feet to a point on a 120.11 foot Radius curve the center of which bears N 76-01'57" W said point being on the West Right-of-Way line of Holiday Park Drive; Thence Southerly along said curve to the right and said West line through a central angle of 19-02'28" a distance of 39.92 feet and S 33-01'14" W 11.97 feet to a point on a 180.00 foot Radius curve the center of which bears S 56-58'46" E and along said curve to the left and said West line through a central angle of 16-03'38" a distance of 50.46 feet; Thence N 89-58'46" W 238.05 feet to a point on a 1009.89 foot Radius curve the center of which bears N 78-53'29" W said point being on the East Right-of-Way line of I-15; Thence Northerly along said curve to the left and said East line through a central angle of 6-01'18" a distance of 106.14 feet and N 0-00'07" E along said East line 192.98 feet to the South Right-of-Way line of 10600 South Street; Thence S 89-33'46" E along said South line 120.50 feet to the point of beginning. Containing 48000.13 square feet, or 1.10 acres.

DESCRIPTION LOT 3:

Beginning at a point which is S 0-00'20" E 334.90 feet along the Quarter Section line and S 89-59'40" W 1364.45 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of I-15; Thence S 89-58'46" E 238.05 feet to a point on a 180.00 foot Radius curve the center of which bears S 73-02'24" E said point being on the West Right-of-Way line of Holiday Park Drive; Thence Southerly along said curve to the left and said West line through a central angle of 16-56'20" a distance of 53.21 feet and S 0-01'15" W along said West line 17.18 feet; Thence N 89-58'46" W 246.46 feet to a point on a 1009.89 foot Radius curve the center of which bears N 74-57'04" W said point being on the East Right-of-Way line of I-15; Thence along said curve to the left through a central angle of 4-03'25" a distance of 71.51 feet to the point of beginning. Containing 16700.24 square feet, or 0.38 acre.

DESCRIPTION LOT 5:

Beginning at a point which is S 0-00'20" E 764.47 feet along the Quarter Section line and S 89-59'40" W 1595.60 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of I-15; Thence S 89-58'46" E 325.71 feet; Thence N 0-01'17" E 15.69 feet to a point on a 130.00 foot Radius curve the center of which bears S 89-58'46" E said point being on the West Right-of-Way line of Holiday Park Drive; Thence Southeasterly along said curve to the left and said West line through a central angle of 72-48'07" a distance of 165.18 feet; Thence S 17-13'09" W 95.67 feet; Thence N 89-58'46" W 301.18 feet to the East Right-of-Way line of I-15; Thence N 2-29'15" W along said East line 62.33 feet to a point on a 899.89 foot Radius curve the center of which bears N 83-31'20" E and Northerly along said East line and said curve to the right through a central angle of 0-46'34" a distance of 137.84 feet to the point of beginning. Containing 74691.60 square feet, or 1.71 acres.

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EX 6524 FEB 09 34

DESCRIPTION LOT 6:

Beginning at a point which is S 0-00'20" E 964.36 feet along the Quarter Section line and S 89-59'40" W 1587.90 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of I-15; Thence S 89-58'46" E 381.18 feet; Thence N 17-13'09" E 95.67 feet to the South Right-of-Way line of Holiday Park Drive; Thence S 72-46'51" E along said South line 146.12 feet to a point on a 20.50 foot Radius curve the center of which bears S 17-13'09" W said point being on the West Right-of-Way line of Auto Mall Drive; Thence Southerly along said South line and said curve to the right through a central angle of 82-34'11" a distance of 29.54 feet to a point on a 369.99 foot Radius curve the center of which bears S 80-12'41" E and along said West line of Auto Mall Drive and said curve to the right through a central angle of 9-47'19" a distance of 63.21 feet and South along said West line of Auto Mall Drive 109.27 feet; Thence N 89-58'46" W 551.44 feet to the East line of I-15; Thence N 2-29'15" W along said East line 147.20 feet to the point of beginning. Containing 93185.18 square feet, or 2.14 acres.

DESCRIPTION LOT 7:

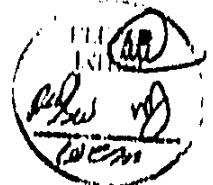
Beginning at a point which is S 0-00'20" E 1111.42 feet along the Quarter Section line and S 89-59'40" W 1581.52 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of I-15; Thence S 89-58'46" E 551.44 feet to the West Right-of-Way line of Auto Mall Drive; Thence South along said West line 104.09 feet; Thence N 89-58'46" W 546.91 feet to said East line; Thence N 2-29'15" W along said East line 104.19 feet to the point of beginning. Containing 57163.73 square feet, or 1.31 acres.

DESCRIPTION LOT 8:

Beginning at a point which is S 0-00'20" E 1215.51 feet along the Quarter Section line and S 89-59'40" W 1577.01 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of I-15; Thence S 89-58'46" E 546.91 feet to the West Right-of-Way line of Auto Mall Drive; Thence South 104.09 feet along said West line; Thence N 89-58'46" W 541.69 feet to said East line; Thence N 10-20'36" W along said East line 8.15 feet and N 2-29'15" W 99.12 feet to the point of beginning. Containing 56691.25 square feet, or 1.30 acres.

DESCRIPTION LOT 15:

Beginning at a point which is S 0-00'20" E 2115.53 feet along the Quarter Section line and S 89-59'40" W 1427.04 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of I-15; Thence East 432.78 feet to the West Right-of-Way line of Auto Mall Drive; Thence S 10-09'59" E along said West line 134.10 feet; Thence West 432.78 feet to said East line; Thence N 10-09'59" W along said East line 134.10 feet to the point of beginning. Containing 57124.39 square feet, or 1.31 acres.



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DESCRIPTION LOT 16:

Beginning at a point which is S 0°00'20" E 2247.52 feet along the Quarter Section line and S 89°59'40" W 1403.38 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of I-15; Thence East 432.76 feet to the West Right-of-Way line of Auto Mall Drive; Thence S 10°09'59" E along said West line 134.10 feet; Thence West 432.78 feet to said East line; Thence N 10°09'59" W along said East line 134.10 feet to the point of beginning. Containing 57124.39 square feet, or 1.31 acres.

DESCRIPTION LOT 17:

Beginning at a point which is S 0°00'20" E 2379.52 feet along the Quarter Section line and S 89°59'40" W 1379.73 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of I-15; Thence East 432.78 feet to the West Right-of-Way line of Auto Mall Drive; Thence S 10°09'59" E along said West line 134.10 feet; Thence West 432.78 feet to said East line; Thence N 10°09'59" W along said East line 134.10 feet to the point of beginning. Containing 57124.39 square feet, or 1.31 acres.

DESCRIPTION LOT 18:

Beginning at a point which is S 0°00'20" E 2511.52 feet along the Quarter Section line and S 89°59'40" W 1356.07 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of I-15; Thence East 432.78 feet to the West Right-of-Way line of Auto Mall Drive; Thence S 10°09'59" E along said West line 133.20 feet; Thence N 89°55'40" W 432.88 feet to said East line; Thence N 10°09'59" W along said East line 132.65 feet to the point of beginning. Containing 56623.50 square feet, or 1.30 acres.

DESCRIPTION LOT 19:

Beginning at a point which is S 0°00'20" E 2471.85 feet along the Quarter Section line and S 89°59'40" W 849.14 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of Auto Mall Drive; Thence East 424.72 feet; Thence South 131.46 feet; Thence N 89°55'40" W 401.23 feet to said East line; Thence N 10°09'59" W along said East line 133.04 feet to the point of beginning. Containing 54180.90 square feet, or 1.24 acres.

DESCRIPTION LOT 20:

Beginning at a point which is S 0°00'20" E 2340.77 feet along the Quarter Section line and S 89°59'40" W 872.63 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of Auto Mall Drive; Thence East 448.22 feet; Thence South 131.08 feet; Thence West 424.72 feet to said East line; Thence N 10°09'59" W along said East line 133.17 feet to the point of beginning. Containing 57211.47 square feet, or 1.31 acres.

DESCRIPTION LOT 21:

Beginning at a point which is S 0°00'20" E 2209.69 feet along the Quarter Section line and S 89°59'40" W 896.12 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of Auto Mall Drive; Thence East 471.73 feet; Thence South 131.08 feet; Thence West 448.22 feet to said East line; Thence N 10°09'59" W along said East line 133.17 feet to the point of beginning. Containing 60292.50 square feet, or 1.38 acres.

WR
WJL
WJM

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DESCRIPTION LOT 22:

Beginning at a point which is S 0-00'20" E 2096.64 feet along the Quarter Section line and S 89-59'40" W 916.39 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of Auto Mall Drive; Thence East 492.00 feet; Thence South 113.06 feet; Thence West 471.73 feet to said East line; Thence N 10-09'59" W along said East line 114.86 feet to the point of beginning. Containing 54477.19 square feet, or 1.25 acres.

DESCRIPTION LOT 23:

Beginning at a point which is S 0-00'20" E 1983.58 feet along the Quarter Section line and S 89-59'40" W 936.65 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of Auto Mall Drive; Thence East 512.27 feet; Thence South 113.06 feet; Thence West 492.00 feet to said East line; Thence N 10-09'59" W along said East line 114.86 feet to the point of beginning. Containing 56769.20 square feet, or 1.30 acres.

DESCRIPTION LOT 31:

Beginning at a point which is S 0-00'20" E 1983.68 feet along the Quarter Section line and N 89-59'40" E 86.99 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the West Right-of-Way line of State Street; Thence S 0-03'19" E along said West line 66.00 feet; Thence S 27-30'56" W along 94.71 feet; Thence West 467.68 feet; Thence North 149.99 feet; Thence East 511.37 feet to the point of beginning. Containing 74871.87 square feet, or 1.72 acres.

DESCRIPTION LOT 32:

Beginning at a point which is S 0-00'20" E 2133.67 feet along the Quarter Section line and N 89-59'40" E 43.29 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian; Thence S 27-30'56" W 92.52 feet; Thence S 29-14'20" W 289.14 feet; Thence S 18-04'20" W 142.72 feet; Thence N 89-55'40" W 89.44 feet; Thence North 469.92 feet; Thence East 317.68 feet to the point of beginning. Containing 90997.16 square feet, or 2.09 acres.

DESCRIPTION LOT 33:

Beginning at a point which is S 0-00'20" E 2603.56 feet along the Quarter Section line and S 89-59'40" W 274.44 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian; Thence N 89-55'40" W 149.99 feet; Thence North 469.73 feet; Thence East 149.99 feet; Thence South 469.92 feet to the point of beginning. Containing 70470.78 square feet, or 1.62 acres.

DESCRIPTION LOT 40:

Beginning at a point which is S 0-00'20" E 1722.84 feet along the Quarter Section line and S 89-59'40" W 705.75 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the North Right-of-Way line of Motor Park Avenue; Thence West along said North line 239.40 feet to the East Right-of-Way line of Auto Mall Drive; Thence N 45-00'00" W along said East line 7.07 feet and North along said East line 397.96 feet; Thence East 244.79 feet; Thence S 0-03'19" W 402.96 feet to the point of beginning. Containing 98849.32 square feet, or 2.26 acres.



DESCRIPTION LOT 41:

Beginning at a point which is S 0-00'20" E 631.07 feet along the Quarter Section line and S 89-59'40" W 1209.83 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of Holiday Park Drive; Thence N 89-53'41" E 220.49 feet; Thence S 0-05'10" E 202.43 feet to a point on a 369.99 foot Radius curve the center of which bears S 62-46'14" E said point being on the West Right-of-Way line of Auto Mall Drive; Thence Southerly along said West line and said curve to the left through a central angle of 2-34'47" a distance of 16.66 feet to a point on a 20.50 foot Radius curve the center of which bears N 65-21'02" W; Thence Westerly along said East line of Holiday Park Drive and said curve to the right through a central angle of 82-34'11" a distance of 29.54 feet and N 72-46'51" W along said East line 146.12 feet to a point on a 70.00 foot Radius curve the center of which bears N 17-13'09" E and Northwesterly along said East line and said curve to the right through a central angle of 72-48'05" a distance of 88.94 feet and N 0-01'14" E along said East line 117.89 feet to the point of beginning. Containing 44166.71 square feet, or 1.01 acres.

DESCRIPTION LOT 42:

Beginning at a point which is S 0-00'20" E 501.07 feet along the Quarter Section line and S 89-59'40" W 1209.78 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of Holiday Park Drive; Thence N 89-53'41" E 220.25 feet; Thence S 0-05'10" E 129.99 feet; Thence S 89-53'41" W 220.49 feet to said East line; Thence N 0-01'14" E along said East line 130.00 feet to the point of beginning. Containing 28647.35 square feet, or 0.66 acres.

DESCRIPTION LOT 43:

Beginning at a point which is S 0-00'20" E 396.92 feet along the Quarter Section line and S 89-59'40" W 1209.72 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of Holiday Park Drive; Thence East 40.03 feet to a point on a 156.62 foot Radius curve the center of which bears North; Thence Easterly along said curve to the left through a central angle of 32-52'26" a distance of 89.86 feet to a point on a 156.62 foot Radius curve the center of which bears S 32-52'26" E; Thence Easterly along said curve to the right through a central angle of 32-52'26" a distance of 89.86 feet; Thence S 0-05'10" E 163.91 feet; Thence S 89-53'41" W 220.25 feet to said East line; Thence N 0-01'17" E along said East line 113.60 feet to a point on a 120.00 foot Radius curve the center of which bears S 89-50'43" E; Thence Northerly along said East line and said curve to the right through a central angle of 0-06'58" a distance of 0.24 feet to the point of beginning. Containing 29351.31 square feet, or 0.67 acres.



DESCRIPTION LOT 9:

Beginning at a point which is S 0°00'20" E 1319.60 feet along the Quarter Section line and S 89°59'40" W 1571.79 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of I-15; Thence S 89°58'46" E 541.69 feet to the West Right-of-Way line of Auto Mall Drive; Thence South along said West line 149.42 feet; Thence N 89°58'46" W 514.41 feet to said East line; Thence N 10°20'36" W along said East line 151.90 feet to the point of beginning. Containing 78903.38 square feet, or 1.81 acres.

DESCRIPTION LOT 10:

Beginning at a point which is S 0°00'20" E 1469.04 feet along the Quarter Section line and S 89°59'40" W 1544.53 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of I-15; Thence S 89°58'46" E 514.41 feet to the West Right-of-Way line of Auto Mall Drive; Thence South along said West line 149.42 feet; Thence N 89°58'46" W 487.14 feet to said East line; Thence N 10°20'36" W along said East line 151.90 feet to the point of beginning. Containing 74828.02 square feet, or 1.72 acres.

DESCRIPTION LOT 11:

Beginning at a point which is S 0°00'20" E 1618.47 feet along the Quarter Section line and S 89°59'40" W 1517.27 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of I-15; Thence S 89°58'46" E 487.14 feet to the West Right-of-Way line of Auto Mall Drive; Thence South along said West line 122.00 feet; Thence N 89°58'46" W 364.87 feet to said East line; Thence N 10°20'36" W along said East line 124.02 feet to the point of beginning. Containing 58070.44 square feet, or 1.33 acres.

DESCRIPTION LOT 12

Beginning at a point which is S 0°00'20" E 1740.48 feet along the Quarter Section line and S 89°59'40" W 1495.02 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of I-15; Thence S 89°58'46" E 464.87 feet to the West Right-of-Way line of Auto Mall Drive; Thence South 122.00 along said West line feet; Thence N 89°58'46" W 442.61 feet to said East line; Thence N 10°20'36" W along said East line 124.02 feet to the point of beginning. Containing 55353.93 square feet, or 1.27 acres.

DESCRIPTION LOT 13:

Beginning at a point which is S 0°00'20" E 1826.48 feet along the Quarter Section line and S 89°59'40" W 1472.76 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the East Right-of-Way line of I-15; Thence S 89°58'46" E 442.61 feet to the West Right-of-Way line of Auto Mall Drive; Thence South along said West line 22.34 feet to a point on a 339.99 foot Radius curve the center of which bears East and Southerly along said West line and said curve to the left through a central angle of 10°09'59" a distance of 60.33 feet and S 10°09'59" E along said West line 39.15 feet; Thence West 432.78 feet to said East line; Thence N 10°09'59" W along said East line 5.10 feet and N 10°20'36" W along said East line 117.94 feet to the point of beginning. Containing 52647.51 square feet, or 1.21 acres.



DESCRIPTION LOT 24:

Beginning at a point which is S 0-00'20" E 1788.83 feet along the Quarter Section line and S 89-59'40" W 800.21 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the South Right-of-Way line of Motor Park Avenue; Thence S 0-03'19" E 194.76 feet; Thence West 136.60 feet to the East Right-of-Way line of Auto Mall Drive; Thence N 10-09'59" W along said East line 53.50 feet to a point on a 259.99 foot Radius curve the center of which bears N 79-50'01" E and along said East line and said curve to the right through a central angle of 10-09'59" a distance of 46.13 feet and North along said East line 91.21 feet to said South line; Thence N 45-00'00" E along said South line 7.07 feet and East along said South line 144.94 feet to the point of beginning. Containing 28682.72 square feet, or 0.66 acre.

DESCRIPTION LOT 25:

Beginning at a point which is S 0-00'20" E 1788.84 feet along the Quarter Section line and S 89-59'40" W 650.22 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the South Right-of-Way line of Motor Park Avenue; Thence S 0-03'19" E 194.76 feet; Thence West 149.99 feet; Thence N 0-03'19" W 194.76 feet to said South line; Thence East along said South line 149.99 feet to the point of beginning. Containing 29213.02 square feet, or 0.67 acre.

DESCRIPTION LOT 26:

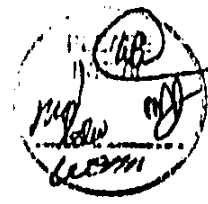
Beginning at a point which is S 0-00'20" E 1788.86 feet along the Quarter Section line and S 89-59'40" W 500.22 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian to a point on the South Right-of-Way line of Motor Park Avenue; Thence S 0-03'19" E 194.76 feet; Thence West 149.99 feet; Thence N 0-03'19" W 194.76 feet to said South line; Thence East along said South line 149.99 feet to the point of beginning. Containing 29213.02 square feet, or 0.67 acre.

DESCRIPTION LOT 27:

Beginning at a point which is S 0-00'20" E 1788.87 feet along the Quarter Section line and S 89-59'40" W 350.23 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian to a point on the South Right-of-Way line of Motor Park Avenue; Thence S 0-03'19" E 194.76 feet; Thence West 149.99 feet; Thence N 0-03'19" W 194.76 feet to said South line; Thence East along said South line 149.99 feet to the point of beginning. Containing 29213.02 square feet, or 0.67 acre.

DESCRIPTION LOT 28:

Beginning at a point which is S 0-00'20" E 1788.89 feet along the Quarter Section line and S 89-59'40" W 200.24 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian to a point on the South Right-of-Way line of Motor Park Avenue; Thence S 0-03'19" E 194.76 feet; Thence West 149.99 feet; Thence N 0-03'19" W 194.76 feet to said South line; Thence East along said South line 149.99 feet to the point of beginning. Containing 29213.02 square feet, or 0.67 acre.



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DESCRIPTION LOT 29:

Beginning at a point which is S 0-00'20" E 1795.90 feet along the Quarter Section line and S 89-59'40" W 50.24 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the South Right-of-Way line of Motor Park Avenue; Thence S 0-03'19" E 187.76 feet; Thence West 149.99 feet; Thence N 0-03'19" W 194.76 feet to said South line; Thence East along said South line 37.07 feet and S 0-03'19" E along said South line 7.00 feet; Thence East along said South line 112.92 feet to the point of beginning. Containing 28422.59 square feet, or 0.65 acre.

DESCRIPTION LOT 30:

Beginning at a point which is S 0-00'20" E 1795.92 feet along the Quarter Section line and N 89-59'40" E 86.83 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the West Right-of-Way line of State Street; Thence West along said West line 137.07 feet; Thence N 0-03'19" W 187.76 feet to the South Right-of-Way line of Motor Park Avenue; Thence East along said South line 137.07 feet to the point of beginning. Containing 25735.7 square feet, or 0.59 acre.

DESCRIPTION LOT 34:

Beginning at a point which is S 0-00'20" E 1715.92 feet along the Quarter Section line and N 89-59'40" E 86.76 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the North Right-of-Way line of Motor Park Avenue; Thence West along said North line 166.11 feet; Thence N 0-03'19" W 113.67 feet; Thence East 166.11 feet to a point on the West Right-of-Way line of State Street; Thence S 0-03'19" E along said West line 113.67 feet to the point of beginning. Containing 18881.49 square feet, or 0.43 acre.

DESCRIPTION LOT 35:

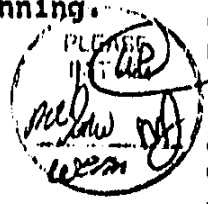
Beginning at a point which is S 0-00'20" E 1602.25 feet along the Quarter Section line and N 89-59'40" E 89.66 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the West Right-of-Way line of State Street; Thence West 166.11 feet; Thence N 0-03'19" W 113.67 feet; Thence S 89-52'33" E 166.11 feet to said West line; Thence S 0-03'19" E along said West line 113.31 feet to the point of beginning. Containing 18851.57 square feet, or 0.43 acre.

DESCRIPTION LOT 36:

Beginning at a point which is S 0-00'20" E 1715.90 feet along the Quarter Section line and S 89-59'40" W 79.35 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the North Right-of-Way line of Motor Park Avenue; Thence West along said North line 83.88 feet and South along said North line 7.00 feet and West along said North line 66.11 feet; Thence N 0-03'19" W 234.66 feet; Thence S 89-52'33" E 149.99 feet; Thence S 0-03'19" E 227.33 feet to the point of beginning. Containing 34585.89 square feet, or 0.79 acre.

DESCRIPTION LOT 37:

Beginning at a point which is S 0-00'20" E 1722.89 feet along the Quarter Section line and S 89-59'40" W 229.34 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the North Right-of-Way line of Motor Park Avenue; Thence West along said North line 149.99 feet; Thence N 0-03'19" W 234.98 feet; Thence S 89-52'33" E 149.99 feet; Thence S 0-03'19" E 234.66 feet to the point of beginning. Containing 35221.83 square feet, or 0.81 acre.



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DESCRIPTION LOT 38:

Beginning at a point which is S 0-00'20" E 1722.82 feet along the Quarter Section line and S 89-59'40" W 379.33 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the North Right-of-Way line of Motor Park Avenue; Thence West along said North line 163.02 feet; Thence N 0-03'19" W 402.96 feet; Thence East 163.63 feet; Thence S 0-01'53" W 402.96 feet to the point of beginning. Containing 65813.29 square feet, or 1.51 acres.

DESCRIPTION LOT 39:

Beginning at a point which is S 0-00'20" E 1722.86 feet along the Quarter Section line and S 89-59'40" W 542.35 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian said point being on the North Right-of-Way line of Motor Park Avenue; Thence West along said North line 163.40 feet; Thence N 0-03'19" E 402.96 feet; Thence East 162.62 feet; Thence S 0-03'19" E 402.96 feet to the point of beginning. Containing 65686.50 square feet, or 1.51 acres.



PARCEL 2

BIENVENUE PROPERTY DESCRIPTION

Beginning at a point which is South 00°00'20" East 404.52 feet along the Quarter Section line and South 89°59'40" West 1516.19 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point being on the East Right-of-Way line of Interstate 15;

Thence South 89°58'46" East 246.46 feet to the West Right-of-Way line of Holiday Park Drive;

Thence South 00°01'15" West 358.99 feet along said West line;

Thence North 89°58'46" West 325.71 feet to a point on a 899.89 foot radius curve the center of which bears South 87°42'06" East, said point being on the East Right-of-Way line of Interstate 15;

Thence Northerly along said East line and said curve to the right through a central angle of 15°04'13" a distance of 236.69 feet;

Thence North 17°22'08" East 94.45 feet along said East line to a point on a 1009.89 foot radius curve the center of which bears North 72°37'52" West;

Thence along said West line and along said curve to the left through a central angle of 02°12'12" a distance of 38.84 feet to the point of beginning.

Contains 106,147 sq. ft. (2.44 acres).

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August 24, 1992



PARCEL 3

MERRILL PROPERTY DESCRIPTION

Beginning at a point which is South 00°00'20" East 1983.53 feet along the Quarter Section Line and South 89°59'40" West 1450.70 feet from the East Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point being on the East line of Interstate 15;

Thence East 432.78 feet to the West Right-of-Way line of Auto Mall Drive;

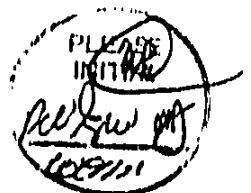
Thence South 10°09'59" East along said West line 134.10 feet;

Thence West 432.78 feet to the East line of Interstate 15;

Thence North 10°09'58" West 134.10 feet along said East line to the point of beginning.

Contains 57,124 sq. ft. (1.31 acres).

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08/24/97



10600 SOUTH STREET

-POOR COPY-
CO. RECORDER

STATE STREET

UTAH AUTO MALL

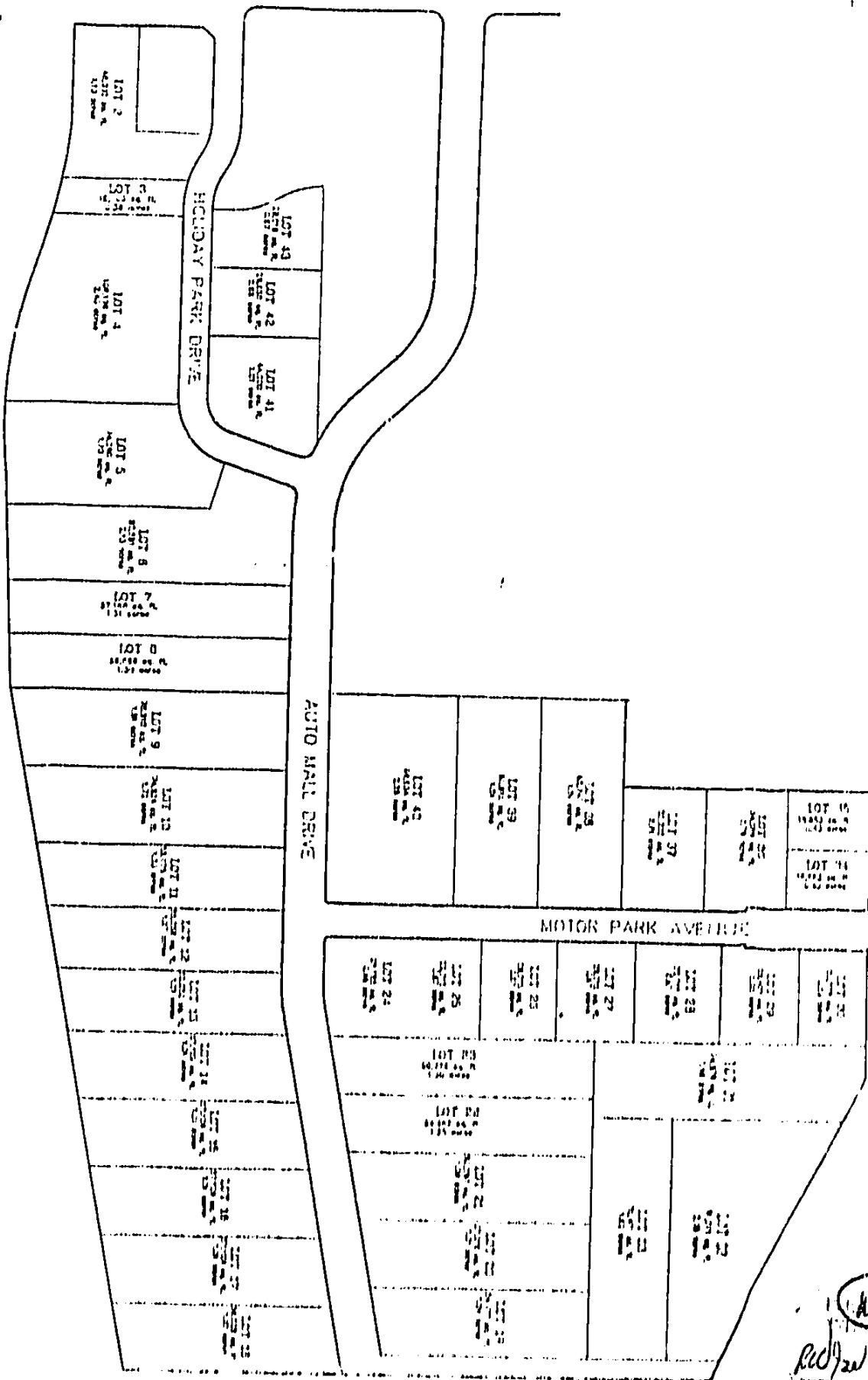


EXHIBIT "B"

AP
Redwell
 12/11/11

BK 6524 PG 0945

APPENDIX A
AUTO MALL DISTRICT ORDINANCE

CHAPTER 15-32 AUTOMALL DISTRICT

- 15-32-1 PURPOSE
- 15-32-2 ARCHITECTURAL REVIEW COMMITTEE
- 15-32-3 EXTENT OF THE AM (AUTOMALL) ZONE
- 15-32-4 AREAS WITHIN THE AM (AUTOMALL) ZONE
- 15-32-5 PERMITTED USES (AUTO DEALERSHIP AREAS)
- 15-32-6 CONDITIONAL USES (AUTO DEALERSHIP AREAS)
- 15-32-7 PERMITTED USES (COMMERCIAL AREAS)
- 15-32-8 CONDITIONAL USES (COMMERCIAL AREAS)
- 15-32-9 CONDITIONAL USE PERMIT CRITERIA
- 15-32-10 DEVELOPMENT STANDARDS (APPLICABLE TO ALL AREAS)
- 15-32-11 DEVELOPMENT STANDARDS (DEALERSHIP AREAS ONLY)
- 15-32-12 ADDITIONAL DEVELOPMENT STANDARDS (DEALERSHIPS ADJACENT TO I-15)
- 15-32-13 ADDITIONAL DEVELOPMENT STANDARDS (COMMERCIAL AREAS ONLY)
- 15-32-14 HARDSCAPE STANDARDS
- 15-32-15 SIGNS
- 15-32-16 MAINTENANCE

15-32-1 PURPOSE

The AM (AutoMall) Zone is intended to provide standards for the development of land parcels within the AutoMall Development Area Master Plan. The AutoMall Zone informs the owners of the standards which will be applied in approving or disapproving proposed developments.

The AM (AutoMall) Zone Ordinance refers to a Development Master Plan. A Development Master Plan will be created to assist owners and designers by setting out general design criteria, guidelines and concepts which must be adhered to. The Master Plan will also illustrate design ideas for the developer and Architectural Review Committee to use in interpreting the intent of the Master Plan when reviewing each individual project. Owners and designers should, therefore, also refer to the Development Master Plan for these requirements. The goal of the Development Master Plan is to ensure development of a consistently high quality "planned" environment, thus protecting and enhancing the investment of all those locating within the AutoMall Development Area. The AM (AutoMall) Zone does not supersede any Federal, State or local codes, ordinances, or requirements. The most restrictive requirements of such laws and the AM (AutoMall) Zone shall be applied to new and existing developments.

The developer will be required to submit a statement addressing each of the goals in the Master Plan and how they are achieving them with their specific plan.

The master plan and zoning ordinance may be updated in the future as may become necessary and shall be submitted to the Sandy City Planning Commission and City Council for their approval.

EXHIBIT - "C"

INITIAL
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MAD

EX 65524P50946

AUTOMALL DISTRICT

15-32-3 EXTENT OF THE AM (AUTOMALL) ZONE.

The requirements of the AutoMall Zone shall apply to all properties within the boundaries of the Development Master Plan. Such area is defined by a northern boundary of the center of 10600 South Street, an eastern boundary of the center of State Street, a southern boundary of the center of 11000 South Street, and a western boundary of Interstate Highway 15.

15-32-4 AREAS WITHIN THE AM (AUTOMALL) ZONE

There are two areas within the AutoMall Zone: (1) an auto dealership area for new car dealerships and their accessory uses; and (2) a commercial area (see Exhibit A - Area Map, on following page).

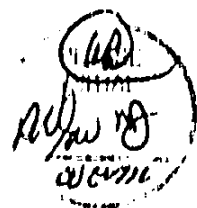
All new developments within each of the two areas shall meet all requirements of the specific area as set forth in the AutoMall Zoning Ordinance as well as applicable provisions of the AutoMall Development Master Plan.

15-32-5 PERMITTED USES (AUTO DEALERSHIP AREAS)

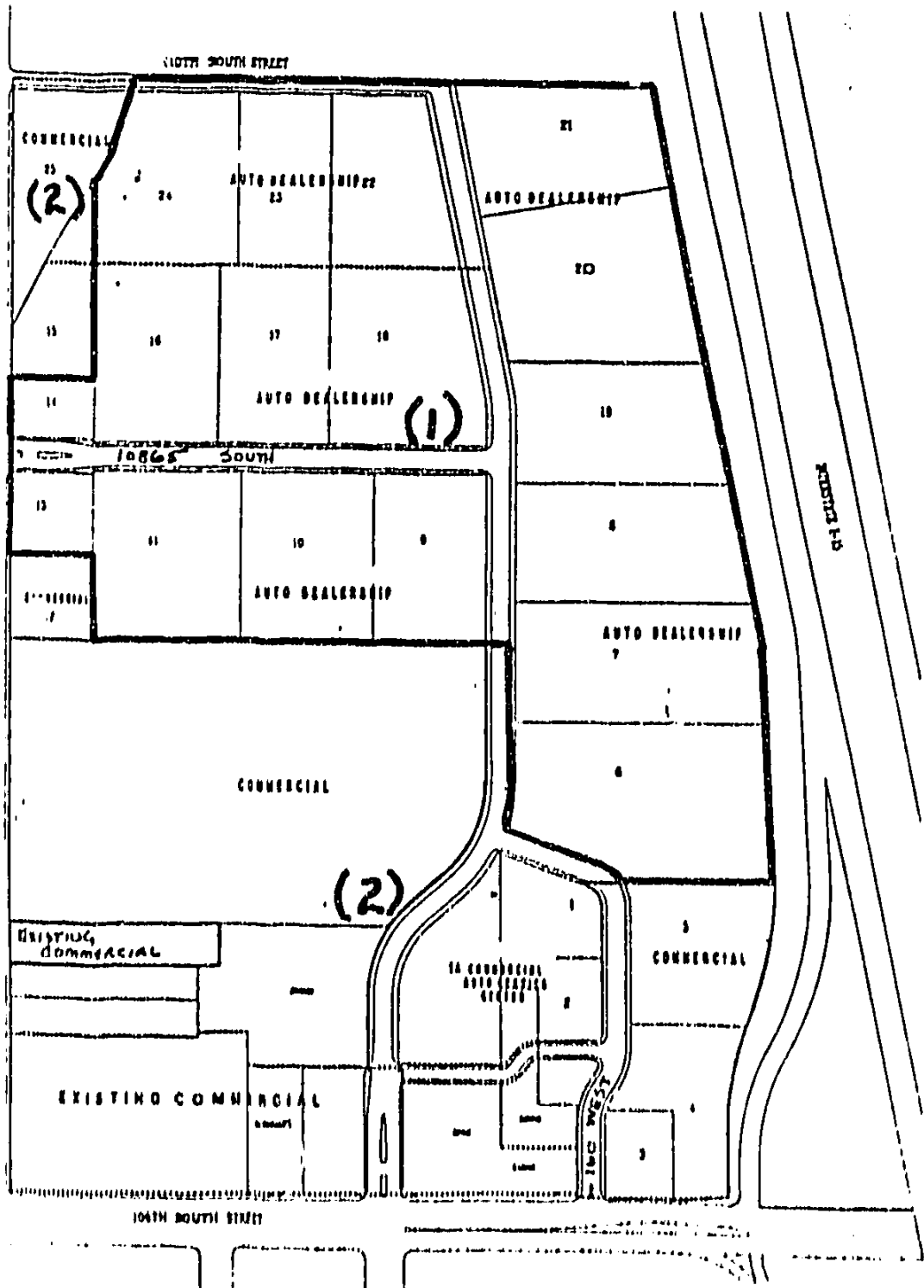
According to the specific areas outlined on the attached map, the following uses will be permitted in the areas designated on the attached area map for automotive dealerships:

- (a) Automotive Dealerships (new cars and light trucks), Sales and Service Agencies.
- (b) Accessory Uses to New Automotive Sales and Service Dealerships may include:
 - (1) Automotive Parts Sales
 - (2) Automotive Repair (major and minor)
 - (3) Car Wash and Detailing Shops
 - (4) Day Care Facilities
 - (5) Food Service Facilities
 - (6) Gasoline and Diesel Fuel Tanks (per Fire Marshall approval)
 - (7) Lube and Oil Service
 - (8) Used Car and Light Truck Sales
 - (9) Other Accessory Uses as may be approved by the Planning Commission

EXHIBIT "G" PG. 2



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AREA MAP

- (1) AUTO DEALERSHIP AREA
- (2) COMMERCIAL AREA

EXHIBIT "C" PG. 3

NORTH

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EXHIBIT

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AUTOMALL DISTRICT

15-32-6 CONDITIONAL USES (AUTO DEALERSHIP AREAS)

The following uses may be allowed in areas designated on the attached map for auto dealerships, but only if a Conditional Use permit has been obtained from the Sandy City Planning Commission:

- (a) Arcade
- (b) Athletic, Tennis or Health Club
- (c) Automotive Parts Sales
- (d) Automotive Rental and Leasing Agencies
- (e) Automotive Repair (Major and Minor)
- (f) Automotive Sales (Heavy Trucks, RVs, Boats, Motorcycles)
- (g) Automotive Sales (Used Cars and Light Trucks)
- (h) Automotive Self Service Station
- (i) Automotive Service Station
- (j) Business and Financial Services
- (k) Car Wash and Detailing Shops (freestanding) (l) Commercial Center, Planned
- (m) Commercial Parking Garage
- (n) Commercial School
- (o) Convenience Sales and Services
- (p) Equipment Sales and Rental
- (q) Hotels, Motels, Conference and Convention Facilities.
Ancillary Uses to Hotel, Motel may include:
(1) Alcoholic Beverage Class C Tavern
- (r) Industrial or Research Park
- (s) Industrial, Light
- (t) Medical and Health Care Offices
- (u) Public Service
- (v) Public Utility Station
- (w) Recreation Center
- (x) Recreation, Indoor
- (y) Recreation, Outdoor
- (z) Restaurants
- (aa) Restaurant (drive-thru, take out)
- (bb) Schools, Private, Public or Quasi-Public

15-32-7 PERMITTED USES (COMMERCIAL AREAS)

According to the specific areas outlined on the attached map, the following uses will be permitted in the areas designated on the attached area map for commercial uses:

- (a) Alcoholic Beverage Class A License
- (b) Alcoholic Beverage Class B License
- (c) Alcoholic Beverage Class D License
- (d) Alcoholic Beverage Private Club
- (e) Alcoholic Beverage Package Agency
- (f) Animal Hospital, Veterinary Office
- (g) Arcade
- (h) Athletic, Tennis or Health Club



AUTOMALL DISTRICT

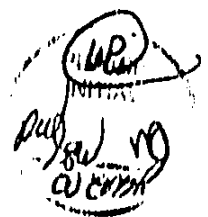
- (i) Automotive Parts Sales
- (j) Automotive Repair (major and minor)
- (k) Automotive Self-Service Station
- (l) Automotive Service Station
- (m) Business and Financial Services
- (n) Car Wash and Detailing Shops (freestanding)
- (o) Commercial Parking Garage
- (p) Commercial Retail Sales and Services
- (q) Commercial School
- (r) Hotels, Motels, Conference and Convention Facilities.
Ancillary Uses to Hotel, Motel may include:
 - (1) Alcoholic Beverage Class C Tavern
- (s) Industrial or Research Park
- (t) Industrial, Light
- (u) Medical and Health Care Offices
- (v) Public Service
- (w) Public Utility Station
- (x) Recreation Center
- (y) Recreation, Indoor
- (z) Recreation, Outdoor
- (aa) Religious or Cultural Activity
- (bb) Restaurants
- (cc) Social or Reception Center
- (dd) Theatre, Concert Hall

15-32-8 CONDITIONAL USES (COMMERCIAL AREAS)

The following uses may be allowed in areas designated on the attached area map for commercial uses, but only if a Conditional Use Permit has been obtained from the Sandy City Planning Commission:

- (a) Alcoholic Beverage Class E License
- (b) Alcoholic Beverage Entertainment
- (c) Alcoholic Beverage State Liquor Store
- (d) Automotive Dealerships (New Cars and Light Trucks), Sales and Service Agencies (according to the Additional Conditional Use Criteria specified below). Accessory Uses to New Automotive Sales and Service Dealerships may include:
 - (1) Automotive Parts Sales
 - (2) Automotive Repair (major and minor)
 - (3) Car Wash and Detailing Shops
 - (4) Day Care Facilities
 - (5) Food Service Facilities
 - (6) Gasoline and Diesel Fuel Tanks (per Fire Marshall approval)
 - (7) Lube and Oil Service
 - (8) Used Car and Light Truck Sales
 - (9) Other Accessory Uses as may be approved by the Planning Commission
- (e) Automotive Sales (used)
- (f) Commercial Center, Regional
- (g) Convenience Sales and Services

EXHIBIT "C" PG. 5



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AUTOMALL DISTRICT

- (h) Dancehall, Discotheque
- (i) Equipment Sales and Rental
- (j) Industrial, Medium
- (k) Rehabilitation Center
- (l) Restaurant (drive-thru, take out)
- (m) Schools, Private, Public or Quasi-Public

15-32-9 ADDITIONAL CONDITIONAL USE CRITERIA

The following criteria shall be used by the City in determining whether an automotive dealership should be granted a conditional use permit within the designated commercial area of the AutoMall Zone.

- (a) Automotive dealerships must be located on an interior dedicated street of the AutoMall zone in a cluster (directly adjacent to each other and have contiguous frontage with other automotive dealership parcels). However, dealerships may have a side property line adjacent to State Street or 10600 South as long as all access is from an interior street.
- (b) Automotive dealerships must be constructed and maintained consistent with a design and landscaping theme consistent with the AutoMall Master Plan for the automotive dealership area. Such theme shall be approved by the City on recommendation by the Utah AutoMall Association, the Architectural Review Committee, and/or any other interested persons.
- (c) Automotive dealerships must have established a mechanism to assure long-term maintenance and security of facilities and common areas consistent with standards established by other automotive dealerships within the AutoMall District. This requirement can be satisfied by either:
 - (1) Becoming a member of the Utah AutoMall Association which has been established to finance and otherwise facilitate compliance with such standards and of which the majority of other auto dealerships are members; or
 - (2) By demonstrating that it has established a program of site landscaping maintenance consistent with the standards of the Master Plan; and participation in the cost of security and maintenance of common facilities (e.g., freeway landscaping, park strip landscaping, special landscape feature area maintenance, common entrance and identification signage maintenance) on an equitable basis.

However, in no case will an auto dealership be required to make contributions toward the cost of common facility maintenance on a basis which is greater than

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AUTOMALL DISTRICT

established for other auto dealerships within the AutoMall District.

15-32-10 DEVELOPMENT STANDARDS (APPLICABLE TO ALL AREAS)

All provisions of Section 15-13 (Performance and Development Standards) of the Sandy City Development Code shall apply with the following exceptions:

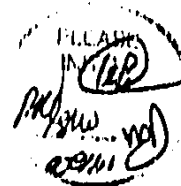
- (a) Land Coverage. Lot coverage by buildings and covered or semi-enclosed outbuildings shall not exceed 40%.
- (b) Grading and Drainage. All drainage of water from any lot must follow current Sandy City requirements. Generally, drainage shall not be allowed to flow upon adjoining lots except where the design and layout of the adjoining uses requires. Each owner shall be required to grant an easement for drainage where the Architectural Review Committee requires and where good engineering design dictates to accommodate the overall drainage needs of the developments within the AutoMall Zone area.

A site plan with grading, drainage and clearing plans must be approved by the Architectural Review Committee before any such activities may begin.

- (c) Utilities. All utility lines shall be underground in the designated easements. No pipe, conduit, cable, lines for water, gas, sewage, drainage, steam, electricity or another energy or service shall be installed or maintained upon any lot (outside of any building) above the surface of the ground except for hoses, movable pipes used for irrigation or other purpose during construction. Transformers shall be grouped with other utility meters where possible and screened with vegetation or other appropriate method.

Each contractor and owner/developer shall be responsible to know the whereabouts of all underground utilities. Protection of such utilities shall also be their responsibility. Prior to construction a contract must be made with "blue staken" to identify underground electric and telephone lines.

Owners may be required to grant easements for underground utility services and/or may be required to install storm drainage or other common utility systems upon their property in accordance with the Development Master Plan when good engineering design and the needs of the properties within the AutoMall Zone so dictate.



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(d) Design Standards.

(1) Architectural Design and Materials. The treatment of building mass, materials and exterior appurtenances shall create an aesthetically pleasing building and site that is in character with the proportions of other surrounding developments. Architectural character and design must also be consistent with the guidelines that are contained within the Development Master Plan. Requirements applicable to all buildings are stated below:

- a. All sides of buildings shall receive design consideration, particularly where exposed to vehicular traffic or adjoining properties.
- b. Buildings shall be designed to relate to grade conditions with a minimum of grading and exposed foundation walls.
- c. All rooftop equipment (mechanical and vents) shall be located or screened so as not to be visible from public streets or Interstate 15. Screens shall be aesthetically incorporated into the design of the building. If located on the ground, screen material may incorporate landscaping or materials compatible with the building.

All drive approaches, sidewalks, curbs, parking lot areas, exterior display pedestals, and other improvements along the street and freeway frontages shall be constructed in conformance with the details, finishes, sizes, materials, and patterns dictated by the Development Master Plan.

Plans for the exterior modifications to any existing structures must be submitted to the Architectural Review Committee for review.

(2) Buffers, Fences and Walls. Special buffers, fences and walls may be required to provide quality separations between public/commercial areas, service, loading, refuse collection, equipment, and storage areas.

Fences or walls will be reviewed for their compatibility and conformance to the Development Master Plan and their location and effectiveness in screening a view and for their color and texture in relationship to building materials and adjoining properties.

(3) Building and Parking Setbacks. The Architectural Review Committee and the Planning Commission may require additional setback to those found in further subsections.

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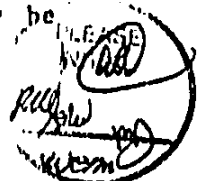
this ordinance if it is found that site characteristics so demand. In such a case, the placing of building and parking elements on a site shall be evaluated by the Architectural Review Committee and the Planning Commission on the basis of the following factors:

- a. Relationship to other buildings both horizontally and vertically.
 - b. Natural land features such as slopes or trees.
 - c. Physical features, ingress and egress.
 - d. Visibility from vehicular approaches and distant highways.
 - e. Type of use and structure.
 - f. Building height.
- (4) Parking and Service Area. Location of parking shall be determined not only from its visual relationship to building and site, but also as it relates to safe and convenient pedestrian and vehicular circulation patterns. Location may also be determined by the relationship and location of customer parking, employee parking, service area parking, vehicular display areas, and circulation patterns thereto on adjoining properties. Combined entrance, access, circulation, service, loading, and parking areas may be required.

Off-street parking must be provided to reasonably accommodate all anticipated customers, employees, and display vehicles. Curb side parking on public streets within the Automall will only be permitted in areas especially designed and designated for such use in accordance with the Development Master Plan. Where curb side parking is permitted, this parking shall be reserved for customer use only.

Buildings and improvements upon lots must be designed to accommodate loading, unloading, and refuse collection.

- a. Loading and refuse collection areas shall not be permitted between the front of buildings and public streets. All refuse collection areas must be screened from view from public and private roads. Public roads shall not be used directly for loading, unloading, or refuse collection.
- (5) Site Lighting Guidelines. Exterior wall mounted floodlights are expressly prohibited in the front and side car display areas visible from the public streets and Interstate 15. Wall mounted flood lights may be



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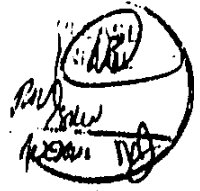
allowed for storage areas behind buildings where not visible. Parking lot, pole-mounted fixtures shall be of a uniform type as designated by the Development Master Plan. Intensities shall be controlled to maintain uniformity throughout the AutoMall area. Design and location of standards and fixtures shall be specified on the site development drawings.

- (6) Street Lights Within Public Rights-of-Way. To the extent not existing, owners will be required to install street lights. All street lights shall be "shoe box" design type fixtures and installed as required by the Sandy City Street Lighting Policy and the Development Master Plan. If proposed site improvements conflict with the location of existing street lights, owner shall be responsible for the relocation.
- (7) Neon Lighting. May be permitted on a very limited basis. All neon lighting shall be reviewed by the Architectural Review Committee for appropriateness on each individual project.
- (8) Wrecked or Damaged Vehicle Parking. Not permitted except for vehicles being serviced on site immediately. Such parking areas shall be visually screened from public streets, Interstate 15, and adjacent property by an opaque screen wall of a minimum of a 6 foot height.
- (9) Landscaping, General.

The purpose of the landscaping guidelines are to maintain the site qualities that exist within the AutoMall area and to minimize alteration, removal, or degradation of landscaping that currently exists.

No plans for any building, structure, or other improvement shall be approved by the Architectural Review Committee unless there shall also have been submitted separate landscape plans. Landscaping in accordance with approved plans must be installed prior to the occupancy of the site or as otherwise approved by the planning staff as seasonal conditions may dictate. The owner shall bond for such landscape improvements to insure that installations are completed as submitted and approved.

The land area not occupied by buildings, structures, hard surfacing, vehicular driveways or pedestrian walkways shall be landscaped as approved by the Architectural Review Committee, except for approved areas specifically designated for future development.



AUTOMALL DISTRICT

- a. Landscaping and Street Improvements Within Public Rights-of-Way. All public improvements not previously existing in public rights-of-way are required to be provided by the developer at the time of development in accordance with the Development Master Plan.

Existing street improvements shall not be removed, altered, or modified without approval of the Architectural Review Committee and Sandy City.

- b. Site or Property Landscaping. A minimum number of trees and a variety of tree sizes on development parcels is required in accordance with the provisions of the specific areas within the AutoMall Zone and the Development Master Plan.

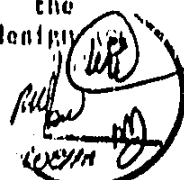
It shall be the responsibility of the owner to grade, place topsoil, seed, sod, install sprinkler irrigation system, and properly plant trees, shrubs, and other appropriate plant materials.

If construction procedures or utility connection work destroy the street or landscaping improvements, the area must be restored to its previous condition.

The preservation of existing trees within the AutoMall area is desirable, and reasonable attempts shall be made to retain existing trees of good quality and in a healthy condition. A tree survey will be required and the disposition of existing trees shall be reviewed and evaluated during site plan review. Trees removed without approval of the Community Development Department may be required to be replaced with equal sized trees.

The site must be landscaped with trees, shrubs, ground cover, and/or turf. Generally trees, shrubbery, and groundcover materials shall be selected from the palette of planting materials designated in the Development Master Plan.

- c. Street Trees. If not previously installed, street trees shall be installed along all public rights-of-way by the owner of the property. The species, location, and spacing of trees shall be as shown on the street development standard drawings contained within the Development Master Plan.
- d. Landscape Feature Areas. To the extent not previously installed, landscape feature areas shall be provided in areas designated by the Architectural Review Committee. The design



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AUTOMALL DISTRICT

contours, location, type, spacing of trees, sidewalks, benches, sculptures, fountains, or other amenities within such feature areas shall be in accordance with standard drawings contained within the Development Master Plan.

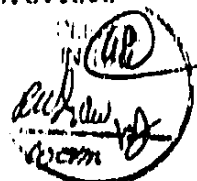
- e. Highway Landscaping. Highway landscaping shall be required whenever a front, rear, or side property line is adjacent to Interstate 15. A minimum 10 foot landscaped strip on the east side of the freeway fence shall be required along the entire freeway frontage of all properties. A variety of shrubbery is required in this area to be selected from the landscape palette in the Development Master Plan. Additional landscaping will be placed on the freeway side of the fence through an agreement with UDOT.

The owners of property within the AM (AutoMall) Zone shall be subject to an assessment for the construction of special landscape improvements and the maintenance of such improvements in State rights-of-way even if the owners' properties do not front on the highway.

f. Site Landscaping.

- 1) Site landscaping shall be provided in accordance with provisions of the individual use areas and the Development Master Plan.
- 2) A variety of tree sizes is required. Use 20% large in a combination of deciduous trees with a caliper greater than 3 inches and evergreen trees with a height greater than 8 feet; 50% medium combination of deciduous trees with a caliper from 2 inches to 3 inches and evergreen trees with a height from 4 feet to 8 feet; and 30% small in a combination of deciduous trees with a caliper of 1.5 inches to 2 inches and evergreen trees with a height of 4 feet.
- 3) Uniform Front Landscape Setback. The line between shrubbery/ground cover and lawn shall be separated by a wood or concrete edging and shall follow a meandering or intermittent form. (See Typical Uniform Front Landscape Illustration in the Development Master Plan.)

- (10) Freeway Fences. Fences along Interstate 15 shall match the general design, style, and spacing as provided



AUTOMALL DISTRICT

throughout the development area according to the design specified in the Development Master Plan.

- (1) Sidewalk. Sidewalks along State Street and 10600 South shall follow the 8 foot curvilinear design already established on existing developments in the area.

15-32-11 DEVELOPMENT STANDARDS (AUTOMOTIVE DEALERSHIPS ONLY)

(a) Building Location/Orientation.

- (1) Front Setback. No closer than 85 feet to property line.
- (2) Side Setback. No closer than 15 feet to the property line. However, if building placement is determined in conjunction with an adjoining property owner, no side yard setback will be required.
- (3) Rear Setback. None required except that a minimum of 10 feet is necessary where adjoining commercial areas. On parcels adjacent to Interstate 15, buildings shall be setback a minimum of 50 feet.
- (4) Side or Rear Setbacks Adjacent to Commercial Areas. Setbacks shall be a minimum of 10 feet.

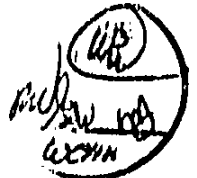
(b) Building Height.

- (1) Maximum Height. No building shall exceed a height of 35 feet from finished grade to the peak of the roof line. An additional height bonus is allowed at a rate of one additional foot of height for each additional foot of setback (in excess of 30 feet) to a maximum height of 65 feet.
- (2) Building Mass. Proximity to adjacent structures and walls may dictate height requirements to create a gradual transition between high and low elements.

(c) Parking.

All parking for customers, employees and public circulation areas shall meet the parking area design criteria in the Sandy City Development Code, Section 15-18.

- (1) Customer Parking. Each lot shall provide parking in the amount of a minimum of no less than six (6) off street parking spaces. Customer spaces to be clearly marked and designated and shall be located between the street and any rear lot or service area.



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Additional spaces may be required if industry standards so require for the size and type of dealership.

- (2) Employee Parking. It is the intent that employee parking spaces not be visible from a public street. The quantity required shall be equal to the maximum number of employees on any given shift.
 - (3) Service Area Parking. Provide sufficient spaces to accommodate anticipated parking needs of vehicles being repaired or serviced, but in no case less than one (1) space per service bay. Designated spaces to be marked and reserved for service parking.
 - (4) New and Used Car Display. Arrangement of parking and circulation at dealer's option. However, coordination with and compatibility to display area on adjoining properties must be considered. All vehicles in front display areas to be properly prepared and cleaned, ready for sale.
 - (5) Display Vehicle Security. To extent deemed necessary by individual dealer, closely spaced concrete bollards, berms, low security fencing, rails, or curb walls (no higher than 16 inches) may be used. Design must be compatible with project theme and architectural detailing of other parts of the site.
 - (6) Inventory Storage Areas. To be provided on site behind buildings or screened areas. To the extent practical, areas for storage should be combined with adjacent properties.
 - (7) Refuse Collection. All refuse collection areas shall be located behind the front building setback and shall be visually screened from public streets, Interstate 15, and adjacent properties by an opaque screened barrier of a minimum of 6 feet in height.
- (d) Access and Internal Circulation.
- (1) Driveway Access. Shared driveways to be a maximum of 36 feet wide. Other driveways to be a minimum of 25 feet and a maximum of 32 feet wide. All drives to have 12.5 foot radius. A maximum of two driveways (one shared driveway and one private driveway) will be permitted per lot unless total street frontage of an individual lot exceeds 400 feet (see Typical Lot Development Plan - Access and Circulation Illustration in Development Master Plan).
 - (2) Service Area Access. Service write up areas to have sufficient stacking lanes on site to stack a minimum of

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one car per service bay. Stacking lanes shall not block flow of traffic to or from other areas of the dealership.

(3) Internal Circulation. There shall be no barriers between sites so customers can circulate between lots without having to exit onto a street.

(e) Fences, Screens and Walls. Fences, screens and walls shall have thematically and compositionally unified screening to separate backlot, service and inventory storage areas, and to create architectural continuity between two adjoining sites. May be achieved by use of similar materials and finishes to the building; landscaping materials or other architectural design features.

Fences shall extend from the side wall of building and be designed as an integral compatible element with the building facade. Location of fences shall be compatible with adjoining property users to permit the common use of gates and accesses.

Fences and walls between adjoining automobile dealership properties generally are not permitted. No chain link or plain concrete block fences are permitted except where not visible from public streets or outdoor sales and display parking areas.

(1) Perimeter Walls and Fences. Generally not permitted or required except where adjoining commercial areas.

(f) Display Pedestals.

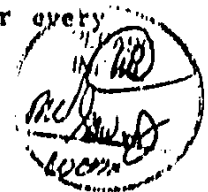
The quantity, spacing, location, shape, size, design and materials shall be in accordance with the Development Master Plan.

Number of display pedestals allowed in the front setback shall be 1/100 feet of street frontage or fraction thereof. Display pedestals shall be a maximum of 2 feet in height above the adjacent sidewalk. (See Display Pedestal Illustration in the Development Master Plan.)

(g) Landscaping and Display Areas.

Landscaping shall consist of different varieties of shrubbery, flowers, trees and other planted material in accordance with the Development Master Plan. Berming and shaping of the front landscape areas will be required in the form of random sculptured mounds.

The minimum number of trees to be installed on automobile dealership parcels shall be a minimum of one tree per every 500 square feet of landscaped area.



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- (1) Landscaping Adjoining Rights-of-Way. Landscaped areas shall be a combination of grass, low shrubbery and flowers. A minimum of 20% shall be in a combination of shrubberies and annual flowers. (Select materials from palettes provided in the landscaping section of the Development Master Plan.)

A minimum of 20 feet of landscaping will be required along all public rights-of-way.

- (2) Building Landscaping. Landscaping shall be maintained at the base of all buildings and decorative fences on elevations facing any public right-of-way or where otherwise approved by the Architectural Review Committee.

A minimum of 8 square feet of landscaping per lineal foot of street frontage shall be required at the base of buildings or within the site area.

Where used, landscaping shall be a minimum 5 feet wide at the base of buildings and decorative walls on elevations facing public rights-of-way. To be landscaped with a combination of shrubberies, flowers, lawn and other planted materials.

Landscaping at the base of raised showrooms may be sloped, or shrubberies that have an initial height of approximately 2 feet may be placed to cover the base of the building.

- (3) Rear and Side Property Line Landscaping. Landscaping at the side yards or rear yard areas may be eliminated if the area is not visible from public rights-of-way, or, if the yard area is used in conjunction with an adjoining property for common driveways and/or parking. However, a minimum of 10 feet of landscaped area will be required on all side yards adjoining commercial areas.

Landscaping or other barriers between adjoining dealership properties in the front sales and display areas are prohibited unless otherwise approved by the Architectural Review Committee.

- (4) Display Pedestals. Landscaping is required around display pedestals to soften their appearance and height at grade.

(h) Architectural Design and Materials.

- (1) Retail Showrooms. All building retail showrooms must be elevated to a minimum of 18 inches higher than the grade of outdoor new and used car display areas. Any exposed base below the raised area shall be attractively finished and landscaped.

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All buildings and retail showrooms shall be designed to be consistent with the Development Master Plan. A variety of architectural schemes, finish materials, and colors is encouraged within the general guidelines designated therein. The number of different materials shall be minimized on each project.

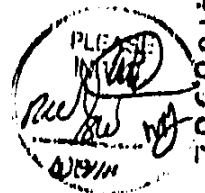
- (2) Showroom Windows. It is the intent that building showrooms be designed to maximize exposure facing the street. Accordingly, fronts should be primarily glass with ceiling heights encouraged to be no less than 12 feet.
 - (3) Materials. Building materials shall be selected which require low maintenance. Metal building wall panels and unpainted plain concrete walls are generally prohibited. Roofs shall not be exposed unless they are part of the decorative or architectural treatment of the building.
- (1) Site Lighting.
 - (1) All front new and used display areas shall be uniformly lit with pole lights of uniform type, height, spacing and intensity. (See Typical Site Development Plan - Lighting Illustration in the Development Master Plan.)

15-32-12 ADDITIONAL DEVELOPMENT STANDARDS (AUTOMOTIVE DEALERSHIPS
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- (a) Site or Property Landscaping. A 10 foot minimum landscape strip shall be required along the Interstate 15 right-of-way (in addition to landscaping between the property line and the freeway lanes). Such area shall be planted with shrubberies, ground covers, and other landscape elements in accordance with the Development Master Plan.

Landscaping must be provided at the base of buildings on all frontages and sides facing Interstate 15 and such landscaping must contain trees.

- (b) Architectural Design and Materials. The design finishes and materials of all building sides facing Interstate 15 must be of the same type and quality as that used for other building facades.
- (c) Inventory Storage Areas. Rear parking areas on parcels facing Interstate 15 shall be laid out and maintained to be sensitive to the exposure from the freeway.



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15-32-13 ADDITIONAL DEVELOPMENT STANDARDS (APPLICABLE TO COMMERCIAL DEVELOPMENTS ONLY)

NOTE: In addition to the requirements listed below, all provisions of the Civic Center Overlay Zone shall apply to all commercial developments which front on State Street and 10600 South only.

- (a) Location. The location of all commercial areas is designated on the Development Phasing Illustration in the Development Master Plan.
- (b) Building and Parking Setbacks. No building, accessory structure, or parking will be permitted in required landscape areas.
- (1) Front Setback. No closer than 30 feet to property line.
- (2) Side Setback. To be 10 feet. However, if lot is developed in conjunction with an adjoining lot development, side yard may be reduced to 5 feet.
- (3) Rear Setback. To be 10 feet. However, if lot is developed in conjunction with an adjoining lot development, rear setback may be reduced to 5 feet. If rear yard totally screened from view, no setback required.
- (4) Automobile Service and Repair Facilities. Screen overnight parking areas from adjacent commercial and dealership front display areas.
- (c) Building Height.
- (1) Maximum Height. No building shall exceed a height of 35 feet from finished grade to the peak of the roof line. An additional height bonus is allowed at a rate of one additional foot of height for each additional foot of setback (in excess of 30 feet) to a maximum height of 65 feet.
- (2) Building Mass. Proximity to property lines, adjacent structures, and walls may dictate height requirement to create a gradual transition between high and low elements.
- (d) Parking.
- (1) All parking requirements shall follow those set forth in the Sandy City Development Code.



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(e) Access and Internal Circulation

All provisions of Section 15-13, Performance and Development Standards, of the Sandy City Development Code, will apply with the following exceptions:

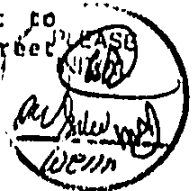
- (1) Driveway Access. Follow standards in the Sandy City Development Code, Section 15-13-2(b).
- (2) Access Locations. Private access to be located no closer than 20 feet from the edge of the driveway to a common property line unless shared with an adjacent driveway.
- (3) Internal Circulation. Cross easements shall be required to permit perpetual common use of common drives, parking areas and service areas at no cost to the adjacent property owner unless it can be demonstrated that significant cost to the adjacent property owner will be incurred.
- (4) Parking Stalls. First stall perpendicular to driveways shall be a minimum of 40 feet back from curb line to provide proper exiting vehicle stacking.

(f) Fences, Screens, and Walls

- (1) Fences and walls between properties are discouraged.
- (2) Materials. To be made of decorative masonry and/or concrete and of a design, style, and finish the same as or compatible to building. Wood, iron and masonry decorative elements may be utilized. No chain link or plain concrete block walls will be permitted.
- (3) Freeway Fences. Fences along Interstate 15 shall match the general design, style, and spacing as provided throughout the overall freeway fence design. (See Freeway Fence Illustration in the Development Master Plan.)

(g) Landscaping

- (1) Site or Property Landscaping. The perimeter of all commercial sites shall be landscaped except where a common drive or private right-of-way exists.
- (2) Front Yard Areas. Shall have a minimum of 20 feet of landscaping adjacent to the right-of-way except that 30 feet shall be required on 10600 South and State Street.
- (3) Periphery Areas. Periphery of paved areas adjacent to building or property lines, but not including street



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frontages, shall maintain a tree-density standard of one tree per every 250 square feet of landscape area required.

- (4) Building Base Areas. Landscaping must be provided at the base around the perimeter of all buildings or structures except at entrances or service areas or where otherwise specifically permitted by the Architectural Review Committee.
- (5) Adjacent to Streets. All 30 foot landscape areas adjoining public rights-of-way on 10600 South State Street shall have random sculptured mounding or berms that are a minimum of 3 feet high measured from the back of adjoining sidewalk.

In areas where only 20 feet of front landscaping occurs, maximum height of berms or mounds shall be 2 feet high measured from the back of the adjoining sidewalk.

- (6) Building Front Landscaping. Minimum of 5 feet at base around perimeter of buildings except at entrances and service areas. Provide 5 feet around fences and walls between wall and private right-of-way.
- (7) Perimeter Landscaping. Minimum of 10 feet to be provided on side and rear property lines except where common drives or private rights-of-way exist. May be reduced to 5 feet on either side of a common property line if adjoining commercial sites are developed as planned units. May be eliminated completely if common jointly used parking area provided. Rear yard landscaping may be eliminated if backing on auto dealership service area or where not visible from public rights-of-way, adjoining commercial areas or site parking areas.

(h) Architectural Design and Materials

- (1) Materials. Building materials shall be selected which require low maintenance. Metal building wall panels and unpainted plain concrete block walls are prohibited. Roofs shall not be exposed unless they are part of the decorative or architectural treatment of the building. Generally, basic materials shall be minimized on each project. Freeway elevations to be of same general type and quality as that used for other building frontages.

(i) Site Lighting.

- (1) All parking areas shall be uniformly lit with pole lights of uniform type, height, and intensity according to the Development Master Plan.



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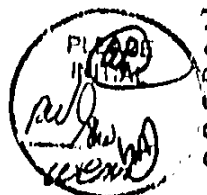
15-32-14 HARDSCAPE STANDARDS

All hardscape design for driveways, sidewalks, etc., shall be in accordance with all provisions of and the palette materials and layout listed in the Development Master Plan.

15-32-15 SIGNS

All signs shall comply with Section 15-17, Signs, of the Sandy City Development Code with the following exceptions:

- (a) General Standards. The following criteria shall govern the construction, placement, and type of all signs within the AutoMall development area.
- (1) Location of all ground mounted signs except directional signs shall be a minimum of 3 feet from front property lines and 10 feet from edge of driveways or as may be required by the Sandy City Traffic Engineer for traffic safety and visibility.
 - (2) No exposed raceways, ballast boxes, transformers, or conduits permitted.
 - (3) Illuminated signs to be internally lighted by fluorescent or neon tubes. Exposed neon may be permitted as an accent or decorative sign element. Exposed neon shall be reviewed by the Architectural Review Committee for appropriateness with the overall sign design theme for the AutoMall.
 - (4) No flat-faced box or cabinet type sign with painted copy shall be permitted.
 - (5) Monument signs fronting on 10600 South and State Street shall comply with all provisions of the Civic Center Overlay Ordinance.
 - (6) All proposed signs that meet the criteria set forth in this Code shall be approved by the Sandy City Planning Staff after review by the Architectural Review Committee.
- (b) Identification Signs for the AutoMall Area. Off premise signs shall not be allowed except for the following:
- (1) Freeway Identification. One freestanding freeway pylon to identify the AutoMall will be permitted. Size and height of freeway identification sign shall be reviewed by the Architectural Review Committee and approved by the Sandy City Planning Commission.



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Freeway identification sign may include a lighted reader board or other form of moving display on which advertising of community events and AutoMall promotional activities may be shown. No dealer logos, names, or vehicle type identifications will be permitted.

(2) Entrance Signs. Two (2) freestanding signs to identify the entrances to the AutoMall will be permitted at the entrances located at 10600 South and Auto Mall Boulevard and the other at State Street and 10865 South Street. Additional entrance signs may be provided to accommodate future phases. Size and height of entrance signs shall be reviewed by the Architectural Review Committee and approved by the Sandy City Planning Commission. No dealerships' logos, names, or vehicle type identifications permitted.

(3) No additional freestanding signs for commercial businesses or auto dealerships will be permitted.

(c) Street Identification/Monument Signs.

(1) Location. Must be located within the required front landscape setback area. No closer than 75 feet from a common lot line, nor 35 feet from a landscape feature area. Location and spacing subject to approval of Architectural Review Committee.

(2) Quantity. One sign per site, per interior street frontage, except that additional signs may be permitted in special cases for auto dealerships having multiple dealerships upon the same site and must be a minimum of 100 feet between signs.

(3) Copy. Copy shall emphasize the manufacturer's brand. The dealer's name or other information shall be secondary to the brand name. Signs for businesses within the commercial areas shall primarily identify the name of the business.

(4) Size. Overall dimension of sign faces shall be either 7 feet 6 inches (7'6") high by 8 feet wide or 6 feet high by 10 feet wide. Maximum height above street curb shall not exceed a total of 9 feet (including sign area, support base and/or berm). Signs may be located within the overall property's bermed area, however, overall sign height still shall not exceed 9 feet above top of street curb.

Monument signs for businesses adjacent to 10600 South or State Street shall follow maximum square footages and height above curb as stated in the Civic Center Master Plan.



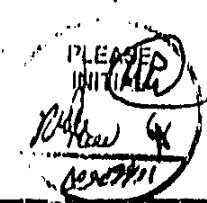
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- (5) Construction. To be permanently mounted on foundations and footings, conforming to UBC. Structural elements shall be concealed unless such elements are part of the decorative configuration. To be constructed of durable and permanent solid masonry, metal panels, or other finish material the same as or compatible with that used on main building. Lighted areas must be on solid background.
- (6) Support Bases. All monument signs shall incorporate a support base of a minimum of 1 foot and maximum of 3 feet above grade. Base height shall be included in the overall maximum height allowed but will not be included in the square footage allowed. Support base material shall be similar to that of the primary building material of the site on which the sign is located.
- (d) Building Signs.
- (1) Location. To be mounted on building facades, parallel to and contiguous with the wall upon which sign is attached. May be attached to screen walls or service buildings facing street. Location and spacing subject to approval of Architectural Review Committee.
- (2) Quantity. One sign per street frontage. Signs may be permitted on building facades facing Interstate 15 upon review by the Architectural Review Committee.
- (3) Copy. May contain brand(s) of vehicle sold, manufacturer's logo, dealer's name, identification of used cars or trucks, secondary manufacturer's lines, or similar identification. Signs on buildings within the commercial areas shall primarily identify the name of the business.
- (4) Size. Signs may measure up to a maximum of 15% of the primary building wall square footage. Size of secondary signs shall not exceed 5% of that building wall square footage. (See Typical Building Sign Illustration in the Development Master Plan.)
- (5) Construction. To be internally illuminated individual pan-channel or channel-lume construction.
- (e) Street Directional Signs.
- (1) Location. Behind property line at driveway areas, subject to approval by Architectural Review Committee.
- (2) Size. Maximum of 6 square feet per sign, per entry drive. Maximum height shall not exceed 4 feet above adjacent sidewalk or curb height.



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- (3) Copy. May include directions to entrances, exits, service areas, parts departments, customer parking, etc. Maximum letter height shall not exceed 6 inches.
 - (4) Construction. Materials and bases shall be compatible with monument signs. May be double-sided. Illumination not required. (See Directional Sign Illustration in the Development Master Plan.)
- (f) Internal Directional/Destinational Signs.
- (1) Location. Behind uniform front landscape setback as approved by the Architectural Review Committee. Signs may be freestanding in landscaped planters or attached to fences or walls.
 - (2) Size. Maximum to be 36 inches high by 48 inches wide. Base height may be 36 inches above adjacent grade.
 - (3) Copy. May be multi-line with maximum letter height of 3 1/2 inches. May include messages such as service areas, showrooms, customer parking, parts, etc.
 - (4) Construction. Materials and bases shall be compatible with monument signs. May be double-sided. Illumination is not required (see Internal Directional/Destinational Signs in Development Master Plan).
 - (5) Quantity. The number of signs shall be limited only to those reasonably necessary to direct vehicular traffic.
- (g) Information Signs.
- (1) Location. To be on building elevations, fences, or other solid backing.
 - (2) Size. Combined area of all signs shall not exceed 16 square feet with maximum letter height of 12 inches. If letter height does not exceed 8 inches, may increase total sign area for such signs to 20 square feet. Combined area of other information signing may measure up to 6 square feet with maximum letter height of 8 inches.
 - (3) Copy. May include messages such as parts, service, used cars, etc.
 - (4) Construction. To be single-sided, mounted flat, with depth no greater than 1 inch. Individual cut-out letters recommended but not necessarily required. Signs shall not be painted on building facades. All information signs to be of same color, letter style, and



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design. (See Information Sign Illustration in the Development Master Plan.)

15-32-16 MAINTENANCE

All owners of property shall maintain all buildings, landscaping, fences, walls, drives, parking lots, signs or other structures located upon the property in good and sufficient repair and shall keep such premises painted, windows glazed and otherwise maintain the property in a safe and aesthetically pleasing manner. Lawns shall be kept in a mowed condition. Pavements shall be kept true to line and grade and in good repair. Drainage ditches shall be kept clean and free of any obstacles.

Remedial action shall be taken by the property owner to repair and prevent soil erosion on the property. No unsightly condition will be allowed. Any undeveloped pad in a development parcel shall be appropriately maintained free of weeds and debris.

Any structure, planting, driveway, parking lot, or service area which is damaged by the elements, by vehicles or from fire or any other cause shall be repaired as promptly as the extent of damage will permit.

Buildings which should happen to be vacant for any reason, shall be kept locked and the windows glazed in order to prevent the entrance thereto by vandals.

- (a) Landscape Maintenance. Individual property owners to be responsible for maintenance of all landscaped areas. The overall aesthetic effect of the landscape shall be evergreen and thriving in accordance with the design intent. Continuous maintenance of all planted and hard-surfaced areas is required, including parking lot sweeping and regular removal of litter so as to have a neat and clean condition at all times. Dead trees, lawns, ground covers, and shrubbery areas must be promptly replaced. Areas featuring annual flowers to be promptly planted in the spring and maintained to winter.

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