

SUPPLEMENTAL DECLARATION OF ESTABLISHMENT
OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS OF MOUNTAIN VISTA BUSINESS CENTER, PLAT A

This Declaration, is made this 2nd day of July, 20008 by the REDEVELOPMENT AGENCY OF PROVO CITY CORPORATION, a Utah Community Development and Renewal Agency, hereinafter referred to as the "Declarant".

ENT 76425:2008 PG 1 of 7
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2008 Jul 03 1:39 pm FEE 0.00 BY TO
RECORDED FOR PROVO CITY CORPORATION

RECITALS:

A. Declarant is the owner of certain property in the City of Provo, County of Utah, State of Utah, known as the MOUNTAIN VISTA BUSINESS CENTER, Plat A, more particularly described in Exhibit "A" attached hereto, and by this reference incorporated herein, which property is hereinafter referred to as "Plat A" and

B. Plat A lies within and is a part of MOUNTAIN VISTA BUSINESS CENTER, a Business Park, hereinafter referred to as the "Center," for which Declarant has made and recorded a Master Declaration of Protective Covenants, Conditions and Restrictions for MOUNTAIN VISTA BUSINESS CENTER, hereinafter referred to as "Master Declaration", which Master Declaration was recorded on 2nd day of July, 20008 at Utah County in book _____ and page _____ of the Official Records of the Utah County Recorder and

C. Said Master Declaration provides that Supplemental Declarations may be made and recorded relating to all or part of the Entire Property as defined therein, to provide for preservation of the values and amenities in the Center. To this end and for the benefit of Plat A and the Owner(s) thereof, Declarant desires to subject Plat A to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that Plat A described herein shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, Plat A, and every portion thereof, and shall be binding upon all parties having any right, title or interest in Plat A or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof:

ARTICLE I

ENT 76425:2008 PG 2 of 7

Adoption By Reference

Except as expressly hereinafter provided, Declarant hereby adopts all of the provisions of the Master Declaration into this Supplemental Declaration to the same full extent and effect as if said Master Declaration were set forth in full herein; provided, however, that whenever reference is made to the Entire Property in said Master Declaration, such term shall be deemed to mean Plat A for the purpose of this Supplemental Declaration. All terms capitalized herein, unless defined herein, shall have the meaning set forth in the Master Declaration.

ARTICLE II

Signs

Signs used in Plat A shall comply with adopted sign requirements. The Owner or Developer will submit in connection with "his or her" project application a rendering of the anticipated signs to be used on the premises showing details on design, color, materials, location, size, height, supports and lighting. If lit, source of illumination (bulbs, fluorescent tubes, etc.) shall not be directly exposed to view. No sign of a flashing or moving character shall be installed. Two sets of the materials showing the above requirements shall be filed with the governing board of the MOUNTAIN VISTA BUSINESS CENTER Association (the "Board") not less than fourteen days prior to the schedule meeting of the Board. Signs shall conform to the provisions set forth in the Environmental Guidelines for MOUNTAIN VISTA BUSINESS CENTER and all requirements of the Provo City Code.

ARTICLE III

Location of Buildings, Set Back Requirements

In the absence of an approved PUD or condominium project, all buildings constructed in Plat shall conform to the following set back requirements:

- (a) Frontage Set Backs. Minimum of twenty (20) feet for Buildings measured from the front property line.
- (b) Side Yards. Minimum of ten (10) feet from adjoining property, measured from the side property line.
- (c) Rear Set Backs. Rear set backs of Parcels abutting each other shall be ten (10)

feet measured from the rear property line. Rear set backs for parcels abutting a public street and water features will be a minimum of twenty (20) feet. In the case of restaurants and other similar uses, variances may be allowed upon approval of the Board as long as the minimum requirements of the Provo City Code are maintained.

ARTICLE IV

Sidewalk System

In order to provide for pedestrian convenience and recreational amenity within the MOUNTAIN VISTA BUSINESS CENTER, provisions shall be made for an internal concrete sidewalk system which shall be constructed in locations generally designated by the Mountain Vista Sidewalk Master Plan.

In order to provide for the integrity of the sidewalk system, the owners and/or developers of any project to be built within Plat A of the MOUNTAIN VISTA BUSINESS CENTER shall construct, as a part of the project, that portion of the sidewalk system which is designated by the Sidewalk Master Plan to lie within or adjacent to parcel(s) upon which the project is being developed.

The owners and/or developers of any project in Plat A shall also provide an access easement eight (8) feet in width across that portion of the parcel(s) upon which the sidewalk is required to be constructed. The width of the sidewalk shall be six (6) feet in width. The sidewalk may be curve linear to provide creativity and interest in layout and design.

The required sidewalk shall be constructed in conformance with the standards specified in the Environmental Guidelines.

ARTICLE V

Open Space

It is the intent of the Declarant that a quality environment be established in the MOUNTAIN VISTA BUSINESS CENTER through the establishment of quality open space, both public and private. In order for this to be successfully accomplished, any project to be built in the MOUNTAIN VISTA BUSINESS CENTER shall conform to the following requirements:

(a) Open Space. At least (ten) 10 percent of the entire project site shall be developed as landscaping in conformance with the Environmental Guidelines. Required setbacks and

parking lot landscaping areas will count toward satisfying this requirement.

(1) Public rights-of-way and common open space shall not be included as part of this open space requirement.

(2) Walkways, parking, drives, etc., shall not be included as part of the open space requirement, except the portions of the Mountain Vista Business Center internal sidewalk system which are located within the project.

(3) All open space shall be landscaped with any acceptable combination of trees, shrubs, ground cover and/or lawn.

(b) Landscaping. All open space shall be landscaped and irrigated unless otherwise approved by the Board. All landscaping and irrigation shall conform to the Environmental Guidelines to insure both a quality environment and ease of maintenance.

(c) Trees. The most sensitive aspect of landscaping in the park is tree planting. In order to maintain the park-like atmosphere intended for MOUNTAIN VISTA BUSINESS CENTER, the following is required:

(1) Approximately fifteen (15) trees to the acre (gross area) of the property shall be used as a minimum standard.

(2) Tree sizes and types shall conform to the Environmental Guidelines.

ARTICLE VI

Roads and Parking

(a) On Site Parking. Owners within the Plat shall provide on site parking for all needs as indicated for their specific business types as per Provo City Parking Code.

(b) Parking Near Roads, or Lakes. All parking areas adjacent to a road or lake shall be screened with mounding (berms) or landscaping, or a combination of the same at a minimum height of twenty four (24) inches. No parking shall be allowed within twenty (20) feet of lake edge.

(c) Parking Area Setback. Except where a plan for shared parking has otherwise been properly approved, the following set back requirements for parking areas shall apply:

(1) Frontage Set Back. A minimum of ten (10) feet from front property line.

(2) Side Yards. A minimum of six (6) feet from adjacent side property

line.

(d) Parking Restraints. No parking will be permitted on access roads or driveways and no double-parking will be allowed. Where required by Provo City Code, parking parcels should include planted islands and trees as approved by the Board.

(e) Zoning Compliance. In all cases, parking elements shall meet the minimum requirements of the Provo City Code.

ARTICLE VII

In the Event of a Conflict

In the event of a conflict between this Supplemental Declaration and the Provo City Code, the latter shall take precedent.

ARTICLE VIII

Illumination of Buildings and Grounds

All exterior light fixtures in the Plat are to be concealed source fixtures except for pedestrian oriented accent lights. All such fixtures shall conform to the standards set forth in the Environmental Guidelines for the MOUNTAIN VISTA BUSINESS CENTER.

ARTICLE IX

Terms

This Supplemental Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Supplemental Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, to a maximum of ninety-nine (99) years, unless modified or terminated pursuant to Article II, Section 26 of the Master Declaration, provided, however, that in no event shall this Supplemental Declaration survive the termination of the Master Declaration. This Supplemental Declaration may be amended, in the manner provided in Article II, Section 26, of the Master Declaration, provided that no such amendment shall render this Supplemental Declaration less restrictive than the Master Declaration. Any amendment or termination hereof must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this Supplemental Declaration to be executed the day and year first above written.



ATTEST

Sadecio Griesbeck

City Recorder

REDEVELOPMENT AGENCY OF PROVO CITY CORPORATION, a Utah Community Development and Renewal Agency.

By: *W. J. [Signature]* CAO for Lewis K. Billings, CEO

for and on behalf of the REDEVELOPMENT AGENCY OF PROVO CITY CORPORATION

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

On the 2nd day of July, 20008, personally appeared before me Lewis K. Billings, who being by me duly sworn, did say that he is the CEO of the REDEVELOPMENT AGENCY OF PROVO CITY CORPORATION, a Utah Community Development and Renewal Agency, and that the foregoing Supplemental Declaration was signed in behalf of said corporation by authority of a resolution duly adopted in accordance with law, and the said Lewis K. Billings duly acknowledged to me that said corporation executed the same.

Cindy Sweeten
NOTARY PUBLIC

Residing at: Provo, UT

My Commission Expires:

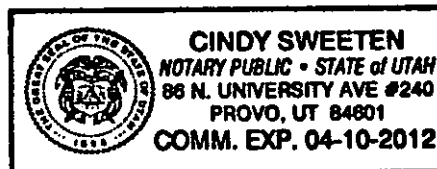


EXHIBIT "A"

ENT 76425:2008 PG 7 of 7

Legal Description:

Mountain Vista Business Center, Plat A, Lots 1, 2 & 3.