

16- Kaysville Business Park VII
N 1/2 33-4N-1W
S 1/2 28-4N-1W
1- Kaysville Business Park Amd
2, 5 & 6- Kays Business Park II
7- Kays Business Park III
10 thru 12- Kays Business Park IV

RECORDED
APR 18 1996

30
/7

SUPPLEMENTAL DECLARATION NO. 6
E 1242064 B 1991 P 1257
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1996 APR 18 3:09 PM FEE 30.00 DEP JB
REC'D FOR KAYSVILLE CITY

TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND STANDARDS AFFECTING
THE KAYSVILLE BUSINESS PARK

This Supplemental Declaration is made this 5th day of March 1996, by KAYSVILLE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as the "Declarant".

1. Kaysville City Corporation is the Declarant under that certain Master Declaration of Covenants, Restrictions and Standards Affecting the Westland Business Center (subsequently renamed the Kaysville Business Park) (the "Master Declaration") adopted March 10, 1988 and recorded on March 21, 1988 as Entry No. 819256 in Book 1224 at pages 238 to 303 of the official records of Davis County, Utah, as well as in:

Supplemental Declaration No. 1 to the Master Declaration of Covenants, Conditions, Restrictions and Standards Affecting the Westland Business Center (therein renamed the Kaysville Business Park) ("Supplemental Declaration No. 1") adopted August 18, 1989 and recorded on August 21, 1989 as Entry No. 866869 in Book 1308 at pages 652 to 656 of the official records of Davis County, Utah,

Supplemental Declaration No. 2 to the Master Declaration of Covenants, Conditions, Restrictions and Standards Affecting the Kaysville Business Park ("Supplemental Declaration No. 2") adopted September 19, 1989 and recorded on September 29, 1989 as Entry No. 870698 in Book 1315 at pages 419 to 424 of the official records of Davis County, Utah,

Supplemental Declaration No. 3 to the Master Declaration of Covenants, Conditions, Restrictions, and Standards Affecting the Kaysville Business Park ("Supplemental Declaration No. 3") adopted March 19, 1991 and recorded on March 21, 1991 as Entry No. 920922 in Book 1401 at pages 495 to 499 of the official records of Davis County, Utah,

Supplemental Declaration No. 4 to the Master Declaration of Covenants, Conditions, Restrictions, and Standards Affecting the Kaysville Business Park ("Supplemental Declaration No. 4") adopted November 15, 1994 and recorded November 18, 1994 as Entry No. 1153271 in Book 1822 at pages 900 to 904 of the official records of Davis County, Utah,

Supplemental Declaration No. 5 to the Master Declaration of Covenants, Conditions, Restrictions, and Standards Affecting the Kaysville Business Park ("Supplemental Declaration No. 5") adopted June 6, 1995 and recorded July 17, 1995 as Entry No. 1189109 in

Book 1895 at pages 421 to 425 of the official records of Davis County, Utah,

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This Supplemental Declaration No. 6 to the Master Declaration of Covenants, Conditions, Restrictions, and Standards Affecting the Kaysville Business Park ("Supplemental Declaration No. 6").

2. The Master Declaration imposes certain covenants, conditions, restrictions and standards on certain land in western Kaysville, Utah, as more particularly described in the Master Declaration, Supplemental Declaration No. 1, Supplemental Declaration No. 2, Supplemental Declaration No. 3, Supplemental Declaration No. 4, and Supplemental Declaration No. 5. Except as expressly hereinafter provided, Declarant hereby adopts all of the provisions of the Master Declaration, Supplemental Declaration No. 1, Supplemental Declaration No. 2, Supplemental Declaration No. 3, Supplemental Declaration No. 4, and Supplemental Declaration No. 5 into this Supplemental Declaration No. 6 to the same full extent and effect as if said Master Declaration were set forth in full herein. All terms capitalized herein, unless defined herein, shall have the meaning set forth in the Master Declaration. This Supplemental Declaration No. 6 is supplemental to the Master Declaration.

3. As of the effective date of this Supplemental Declaration No. 6, the Declarant owns over sixty percent (60%) of the Kaysville Business Park based upon the number of square feet owned as compared to the total number of square feet subject to the Master Declaration. The Declarant has full authority under the terms of the Master Declaration to make the amendments and modifications of the Master Declaration effectuated by this Supplemental Declaration No. 6.

4. The Declarant hereby amends Section 4.3 Basis for Approval of the Master Declaration to allow above ground utilities. Said Section 4.3 shall read as follows:

4.3 Basis for Approval. Approval shall be based, among other things, upon compliance with the this Master Declaration and with the Development Standards for the Kaysville Business Park (the "Development Standards"). All parties with any interest in the Park are hereby put on notice that the aforesaid Development Standards exist and affect, govern, and control development within the Park. The current versions of the Development Standards, as amended, shall be kept on file by the Kaysville City Recorder at Kaysville City Hall, 23 East Center, Kaysville, Utah 84037, and shall be available for inspection there during regular business hours. The Development Standards govern, among other things, adequacy of site dimensions, adequacy

of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon neighboring Parcels, proper facing of main elevation with respect to nearby streets, adequacy of screening of mechanical, air-conditioning, or other roof-top installations, and conformity of the plans or specifications to the purpose and intent of this Master Declaration. No plans will be approved that do not conform with minimum requirements of local, state and federal law.

Except as otherwise provided in this Master Declaration, the Committee shall have the right to disapprove any plans or specifications submitted hereunder on any reasonable grounds including, but not limited to, the following:

(a) Failure to comply with any of the restrictions set forth in this Master Declaration;

(b) Failure to include information in such plans or specifications as may have been reasonably requested by the Committee;

(c) Objection to the exterior design, the appearance of materials, or materials employed in any proposed structure;

(d) Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other Parcels, or other property in the vicinity of the Park;

(e) Objection to the location of any proposed structure with reference to other Parcels, or other property in the vicinity;

(f) Objection to the grading or landscaping plan for any Parcel;

(g) Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any structure;

(h) Objection to the number or size of parking spaces, or to the design of the parking area;

(i) Any other matter that, in the judgment of the Committee, would render the proposed improvements or use inharmonious with the overall design of the Park or with improvements located upon other Parcels or other property in the Park.

5. The Declarant hereby amends Subsection 6.7(c) Covenant to Construct Improvements to remove the exception of property purchased by the Davis County Council of Governments. Said Subsection 6.7(c) shall read as follows:

(c) Covenant to Construct Improvements. Notwithstanding any other provision hereof to the contrary, every Owner affirmatively covenants to complete construction of improvements, landscaping or alterations approved by the Committee within two and one-half (2 1/2) years following such Owner's purchase of an interest in a Parcel. Every agreement to sell land in the Park shall include provisions more particularly governing the schedule for commencing and completing construction, which schedule may require completion of construction in less than two and one-half (2 1/2) years. In the event an Owner fails to comply with the covenant set forth herein, Declarant, at any time thereafter, upon thirty (30) days prior written notice to such Owner, shall have the right, but not the obligation, to purchase such Owner's Parcel, or interest therein, at the price paid by such Owner for such Parcel, or interest therein. The Declarant's right to repurchase shall run with the land, and if a subsequent owner (or multiple subsequent owners) has (have) not obtained an extension of the construction completion deadline, the Declarant shall have the right, but not the obligation, to repurchase such Parcel on the same terms that the Declarant could repurchase from the original Owner. In the event of such subsequent transfers by purchasers from the Declarant, or a Developer to a subsequent Owner, the grant of an extension of the construction start deadline shall not be unreasonably withheld. The Declarant or the Association may grant extensions to the construction start deadline in this section where there is good cause in their reasonable judgment.

6. The Declarant hereby amends Section 6.9 Public Utilities to allow above ground utilities. Said Section 6.9 shall read as follows:

6.9 Public Utilities. The Declarant, or, if the Association has been created, the Association reserves the sole right to grant consents for the construction and operation of public utilities, including, but not limited to, street railways, interurban or rapid transit, freight railways, poles or lines for electricity, telephone, or telegraph, above- or below-ground conduits, and gas pipes in and upon any and all streets now existing or hereafter established upon which any portion of the Park may now or hereafter front or abut. Declarant or Association reserves the exclusive right to grant consents and to petition the proper authorities for any and all street improvements, such as grading, seeding, tree planting, sidewalks, paving, and sewer and water installation, whether it be on the surface or subsurface, which in the opinion of Declarant or Association are necessary on or to the property. Notwithstanding the provisions of this Section, the construction and operation of public utilities in rights-of-ways dedicated to the public must be approved by the appropriate governmental authority.

7. The Declarant hereby repeals and deletes Section 6.10 Utility Lines and Antennas and renumbers subsequent sections accordingly, to allow above ground utilities and antennas.

8. Declarant's staff is hereby authorized to prepare revised copies of the Master Declaration, the Development Standards, the Development Procedures and other documents associated with the Master Declaration to reflect the foregoing changes.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this Supplemental Declaration No. 6 to be executed the day and year first above written.

KAYSVILLE CITY CORPORATION



H. Arthur Johnson
Mayor

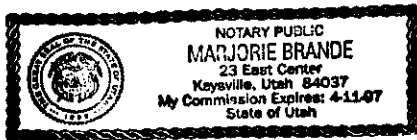
E 1242064 B 1991 P 1262

ATTEST:

Linda Ross
City Recorder

STATE OF UTAH)
: SS.
COUNTY OF DAVIS)

On the 6th day of March, 1996 personally appeared before me H. Arthur Johnson and Linda Ross, who being by me duly sworn, did say that he is the Mayor and she is the City Recorder of Kaysville City, that the within instrument was signed in behalf of said City by authority of its bylaws, and/or a resolution duly adopted by the Kaysville City Council, and said H. Arthur Johnson acknowledged to me that said City executed the same.



Marjorie Brande
Notary Public
Residing at: Kaysville, Utah
My Commission expires: 4-11-97

Legal Description of the
Kaysville Business Park

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Beginning at the intersection of the northerly right-of-way line of 200 North Street and the westerly right-of-way line of the Union Pacific Railroad, said point also being N 89°49'30" W 912.75 feet along the Section Line and S 25°17'19" E 11.55 feet from the East One Quarter Corner of Section 33, T 4 N, R 1 W, SLB & M; thence N 88°53'17" W 514.25 feet along said northerly line; thence N 1°07'23" E 239.08 feet; thence N 88°50'56" W 535.89 feet; thence S 1°07'23" W 239.45 feet to the northerly right-of-way line of 200 North Street; thence N 88°53'17" W 1129.12 feet along said northerly right-of-way line; thence N 1°07'23" E 460.96 feet; thence N 50°30'21" E 178.57 feet; thence N 14° W 142.26 feet; thence S 66°57' W 1065.54 feet to the easterly right-of-way line of Flint Street; thence N 22°40'32" W 147.58 feet along said easterly right-of-way line; thence N 67°24' E 400.00 feet; thence N 22°40'32" W 1511.92 feet; thence S 67°19'28" W 400.00 feet to the easterly right-of-way line of Flint Street; thence N 22°40'32" W 382.13 feet along said right-of-way line; thence N 54°50'26" E 1247.34 feet; thence N 5°05'26" E 62.18 feet; thence N 0°43'26" E 124.70 feet; thence N 34°54'34" W 295.32 feet to the southerly line of Phillips Street; thence N 58°50'26" E 1258.61 feet along said southerly right-of-way line to the westerly right-of-way line of the Union Pacific Railroad; thence S 25°17'19" E 4445.22 feet along said westerly right-of-way line to the point of beginning.

Area = 175.2219 acres

11-095-0004, 0049, 0040, 0052, 0053

11-096-0045, 0056 thru 0059, 0013

11-063-0023, 0024

11-306-0001

11-322-0002, 0005, 0006

11-336-0010, 0011, 0012

11-323-0007

11-360-0016