

11-25
RETURNED

MAR 21 1991

SUPPLEMENTAL DECLARATION NO. 3
20922 BK 1401 PG 495
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1991 MAR 21 10:03 AM FEE 11.00 DEP REC
REC'D FOR KAYSVILLE CITY CORP

TO THE

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

This Supplemental Declaration is made this 19th day of March, 1991, 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, Conditions, 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 the 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, and in the 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, and in this Supplemental Declaration No. 3 to the Master Declaration of Covenants, Conditions, Restrictions, and Standards Affecting the Kaysville Business Park ("Supplemental Declaration No. 3").

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, and Supplemental Declaration No. 2. Except as expressly hereinafter provided, Declarant hereby adopts all of the provisions of the Master Declaration, Supplemental Declaration No. 1, and Supplemental Declaration No. 2 into this Supplemental Declaration No. 3 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. 3 is supplemental to the Master Declaration.

3. As of the effective date of this Supplemental Declaration No. 3, the Declarant owns all of the land subject to the Master Declaration, except for a portion conveyed to the Davis County Council of Governments, Inc. (the "COG Parcel"). The COG Parcel comprises less than sixty percent (60%) of the area covered by the Master Declaration, and accordingly, 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. 3. The Davis County Council of Governments, Inc. has been duly notified of this Supplemental Declaration No. 3.

4. Pursuant to Supplemental Declaration No. 1, certain property was annexed to the Kaysville Business Park. In order to reflect this increase in Park property, the Declarant hereby amends Recital Paragraph 2 Major Divisions of the Park of the Master Declaration to state that approximately 150 acres are referred to herein as the Kaysville Business Park Development Parcels. The second sentence of said Recital Paragraph 2 therefore reads as follows: The Park includes the Rulon and Emily Barnes Memorial Park ("Barnes Park"), which is more particularly described in Exhibit C, and approximately 150 acres located to the northwest, north, and east of Barnes Park referred to herein as the Kaysville Business Park Development Parcels (the "Development Parcels").

5. The Declarant hereby amends Section 5.5 Landscaping, Parcel Improvements of the Master Declaration to add the requirement that 10% of each lot be landscaped, and delete the requirement that 6% of parking lots be landscaped. Said Section 5.5 shall read as follows:

5.5 Landscaping. The appearance of yard and grounds will be critical in achieving the atmosphere desired in the Park. No less than ten percent (10%) of each Lot plus the right-of-way between the Lot and the street curb adjacent to each Lot shall be Landscaping installed by the Owner or Occupant of each Lot. All setbacks from streets shall be Landscaping which shall reduce the visual impact of parking, loading, and storage areas, except for approved access driveways and signs.

All Landscaping, site work, or Parcel Improvements shall be approved by the Committee and shall conform to the Development Standards.

Within ninety (90) days following completion of construction, or as soon thereafter as weather permits, each Lot shall be landscaped in accordance with the plans and specifications approved by the Committee.

An underground landscape sprinkler system shall be provided and maintained by the Owner or Occupant for all landscaped areas.

After completion, such Landscaping as is herein required shall be maintained in a sightly and well-kept condition. If, in the reasonable opinion of the Committee, the required Landscaping is not maintained in a sightly and well-kept condition, the Committee shall be entitled to the remedies set forth in Article VII hereof.

6. The Declarant hereby amends Subsection 5.9(c) of the Master Declaration to delete the requirements that loading dock areas not be visible from Holmes Creek and other locations. Said Subsection 5.9(c) shall read as follows:

(c) Loading dock areas shall not be closer than seventy-five (75) feet from a property line fronting upon a street unless otherwise approved in writing by the committee.

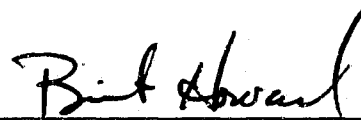
7. The Declarant hereby amends Section 6.11 Mechanical Equipment of the Master Declaration to clarify the provisions. Said Section 6.11 shall read as follows:

6.11 Mechanical Equipment. Any exterior components of plumbing, processing, heating, cooling, and ventilating systems shall be kept to a visible minimum, shall be installed in a neat and compact fashion, and shall be finished so as to allow their visual blending with the buildings.

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. 3 to be executed the day and year first above written.

KAYSVILLE CITY CORPORATION



Mayor

ATTEST:

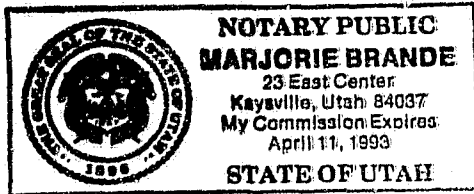


City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

E# 920922 BK 1401 PG 498

On the 20th day of March, 1991 personally appeared before me Brit Howard 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 Brit Howard acknowledged to me that said City executed the same.



Marjorie Brande
Notary Public
Residing at Kaysville, Utah

My Commission expires:

4-11-93

S 1/2-28
N 1/2-33
SE 33

EXHIBIT B

Kaysville Business Park #1

Legal Description of the
Kaysville Business Park

Lot #1

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.

11-096-0013, 0045 to 0049
11-095-~~0034, 0035, 0004~~ 0036, 0037, 0004

Area = 175.2219 acres

11-063-0023, 0024

11-249-0001