

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR CENTURY EAST BUSINESS CENTER, L.L.C.**

THIS DECLARATION, made this 25th day of September, 2003 by Century East Business Center L.L.C., a Utah Limited Liability Company, hereinafter referred to as "Grantor";

WITNESSETH

WHEREAS, the Grantor is the owner of real property in the City of Salt Lake, County of Salt Lake, State of Utah, known as Century East Business Center more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference and hereinafter referred to as the "Property," and,

WHEREAS, Grantor desires to create on the Property an industrial and business park development and desires to provide for the preservation of value in and desirability of the Property. To this end, Grantor desires to subject the Property to the easements, covenants, conditions, restrictions, reservations, charges, and liens and hereinafter set forth, each and all of which is and are for the benefit of the Property and for each subsequent Owner and Occupant thereof;

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

PURPOSE OF THIS DECLARATION

This declaration is made in order to provide a Uniform Plan for the development, improvement and use of the Property so as to:

- (a)Protect the Owners and Occupants of Building Sites against such use of neighboring Building Sites as might depreciate the value of their property;
- (b)Encourage the erection of attractive, permanent Improvements appropriately located to insure harmonious appearance and functions;
- (c)Assure adequate off-street parking space and off-street truck loading and maneuvering facilities;
- (d)Encourage the development of esthetic architectural and engineering design ,including compatible landscaping, and in general, provide a harmonious development that will promote the general welfare of the Owners and Occupants of the Property;

(e) Supervise, administer and enforce deed and other restrictions, including, but not limited to the architectural standards and requirements imposed hereby; and

(f) Provide such other services related to any of the forgoing as in the opinion of the Grantor shall benefit the Property;

The grantor does hereby adopt, establish and impose the following easements, covenants, conditions, restrictions, reservations, charges, and liens upon the Property, which easements, covenants, conditions, restrictions, reservations, charges, and liens shall be deemed to be included in all future contracts for deed, deeds and leases of the Property, or any portion thereof, the same as if such provisions were set forth verbatim therein, as covenants running with the Property, to wit:

I. DEFINITIONS

(a) **“Building”** shall mean and include, but not be limited to, the main portion of a structure built for permanent use and all projections or extensions thereof, including, but not limited to garages, outside platforms and docks, carports, canopies and porches;

(b) **“Building Site”** shall mean a tract of real property within the Property, as determined by the legal description in a conveyance or lease from the Grantor or any parcel of land shown upon any recorded subdivision map excluding public rights-of-way. Building Sites may be resubdivided provided they meet the requirements of Salt Lake City Codes. Any such resubdivided Building Sites shall conform to this Declaration of Covenants, Conditions, and Restrictions for Century East Business Center. If fee simple title to two (2) or more adjacent Building Sites, as defined hereinabove, is acquired by the same Owner, such commonly owned Building Sites may, at the option of said Owner, be combined and treated as a single Building site for the purposes of this declaration, provided that the location of the Improvements on such combined Building Site shall be subject to prior written approval by Grantor;

(c) **“Declaration”** shall mean this Declaration of Covenants, Conditions, and Restrictions, together with all of the provisions contained herein;

(d) **“Grantor”** Shall mean Century East Business Center L.L.C., or its successors and assigns as the Owner or Owners of any portion of the Property and/or are designated by Century East Business Center, to perform the obligations of the Grantor hereunder.

(e) **“Improvements”** shall mean and include, but not be limited to buildings, out buildings, driveways, exterior lighting, fences, landscaping, lawns, loading areas, parking areas, railroad trackage, retaining walls, roads, screening walls, signs, utilities, walkways, berms and swales located on a Building Site;

(f) **“Landscaping”** shall mean a space of ground covered with lawn, and/or ground cover combined with shrubbery, trees and the like, which may be complemented

with earth berms, masonry or similar materials, all harmoniously combined with themselves and with other improvements on the Building Site;

(g)“Occupant” shall mean entity, whether it be individual, corporation, joint venture, partnership, limited liability company or association, which has purchased, leased, rented or has otherwise acquired the right to occupy and use any Building Site or portions of any Building or Building Site, whether or not such right is exercised.

(h)“Owner” shall mean entity, whether it be an individual, corporation, joint venture, partnership, limited liability company, association or other entity, which is the record owner of any fee simple estate to any Lot which is a part of the Property, or which has an equity of redemption in a Building Site;

(i)“Sign” shall mean and include every advertising message, announcement, declaration, demonstration, display, illustration, insignia, surface or space erected or maintained in view of the observer thereof for identification, advertisement or promotion of the interests of any person, entity, product or service. The definition of sign shall also include the sign structure, supports, lighting system and any attachments, ornaments or other features used to draw the attention of observers. This definition does not include any flag, badge or ensign of any government or governmental agency erected for and used to identify said government or governmental agency;

(j) “Street” shall mean any public street or highway, whether presently constructed, dedicated by plat map or contemplated in the future, under a street plan approved by any public authority.

(k)“Set Back” shall mean the distance from the property line of the Building Site to the Improvement that is subject to the Set Back Requirement provided in this Declaration.

II. LAND USE

Building Sites within the property, shall be used for commercial and industrial Purposes. The foregoing shall not, however, prevent Grantor from constructing, owning, leasing or conveying real property within the Property for service facilities consistent with the purposes of this Declaration. No portion of the Property may be occupied by any use which is in violation of applicable ordinances, laws and regulations of any governmental entity having jurisdiction over the use of any or all of the Property.

III. RESTRICTIONS AND REQUIREMENTS ON IMPROVEMENTS

The following restrictions and requirements are imposed on the property subject to this Declaration and are binding on all Owners and Occupants, and may be enforced against such Owners and Occupants jointly and/or severally.

(a) Temporary Structures: No temporary Buildings or other temporary

structures shall be permitted on any Building Site, provided, however, trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of a permanent Building. The location and nature of such structures must be submitted to Grantor for a written approval and shall be placed as inconspicuously as practicable, shall cause no material inconvenience to Owners or Occupants of other Building Sites, and shall be removed not later than thirty (30) days after the date of substantial completion for beneficial occupancy of the Building(s) in connection with which the temporary structure was used.

(b)Completion of Construction: Once begun, any Improvements, construction, Landscaping, or alterations approved by the Grantor shall be diligently prosecuted to completion.

(c)Building set-back Requirements: All buildings shall be attractively oriented to the fronting street and shall maintain greater of the following set-backs or any set-backs required by any applicable statute, ordinance, rule or regulation of any governmental body having jurisdiction over Property (collectively "Applicable Codes"): (1) a minimum front yard set-back of the least thirty (30) feet, (2) a minimum corner side yard set-back of at least 30 feet, (3) a minimum interior side yard set-back of at least 15 feet, and (4) a minimum rear yard set back of at least 15 feet. Where interior side yard lot lines and rear yard lot lines do not abut other Century East Business Center lot lines, or where interior side yard lot lines and rear yard lot lines abut with commonly owned lots, the set back shall be governed by the Applicable Codes. Where the minimum setback requirements are less than the drainage and utility easements affecting the Building Site, the width of the drainage and utility easement shall also be the width of the minimum setback requirement.

(d)Parking, Loading and Unloading Areas: All of the street parking and loading areas shall comply with the Applicable Codes. In addition, parking shall not be permitted within 5 feet of any interior side yard or rear yard lot lines unless said lots are commonly owned and it is allowed by the Applicable Codes. Parking shall not be permitted within any landscape setback. No parking shall be permitted on any street or drive, or any place other than parking areas located upon Building Sites. Each Owner and Occupant shall be responsible for compliance by its employees, agents, contractors, licensees and invitees (collectively "Related Parties") and a violation by Occupant or any of its Related Parties shall be a default by such Occupant under this Declaration. Off-street loading space shall be designed to include an additional area or means of ingress and egress which shall be adequate for maneuvering.

The number of parking spaces shall be determined according to the Applicable Codes. All parking surfaces must be paved with concrete, asphalt or other hard surface paving material, must be marked, and must be properly graded to assure adequate drainage. All parking surfaces must be screened from the streets by earth mounding and/or landscaping satisfactory to Grantor and acceptable pursuant to the Applicable Codes.

All loading docks and loading areas shall comply with the Applicable Codes. Each lot development shall provide sufficient on-lot loading facilities to accommodate site activity. All loading movements, including turn around and maneuvering shall be made off of the public rights-of-way. Loading docks shall be located and screened so as to minimize visibility from any street.

(e)Screening of Service Facilities and Storage Areas: Garbage and refuse containers shall be contained within Buildings, loading docks, or shall be concealed from visibility by means of shrubbery or screening walls of material similar to or compatible with that of the Building; provided however, that the facilities and screening walls shall not be located within any drainage or utility easement or landscaping buffer. Such improvements shall be integrated with the concept of the Building plan, be designed so as not to attract attention, and shall be inconspicuously located.

(f)Exterior Materials, Colors: Architecturally and esthetically suitable building materials shall be applied to or used on all sides of a Building which are visible to the general public and to the view of the neighboring Building Sites. Colors shall be harmonious and compatible with colors of natural surroundings and other adjacent Buildings. Metal Buildings of any kind shall not be permitted whatsoever.

(g)Utilities, Mechanical Equipment, Roof Projections, outside Storage: All Utility lines, including electrical, shall be underground. Pad mounted transformers, switch gear and similar equipment, which must be installed above ground line, consistent with good safety practices and in compliance with the Applicable Codes and other regulations of the Utility Companies.

All mechanical equipment shall be located or screened so as not to be visible when viewed from the immediate streets by the general public. Penthouses and mechanical equipment screening shall be esthetically incorporated into the architectural design of the Buildings and shall be constructed of materials compatible with those of the Building.

Antennae shall be visually masked to the extent practicable and consistent with electromagnetic considerations.

No land or buildings shall be used so as to permit the keeping of articles, goods or materials exposed to the view of the public or adjoining lots.

(h)Pollutants: No trades, services or activities shall be conducted on the Property, nor shall anything else be done thereon which may be or become an annoyance or nuisance to other Owners or Occupants by reason of unsightliness or excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid wastes, smoke or noise.

(i)Site Grading: Earth mounding is required as a screen along the street in front of parking and service areas where practical. Where mounding is not practical, landscaping shall be used to screen parking and service areas: mounding is not required where landscaping extends from the street to the building. It is mandated that all

surface drainage systems comply with the Applicable Codes and be expressly approved in writing by the Grantor prior to installation thereof.

(j) Landscaping: Unless specifically approved in writing as provided herein, Landscaping prior to construction may be of such minimal nature as to provide ground cover and to control weeds. Landscaping shall be installed within ninety (90) days after completion of Building construction or as soon after as weather will permit. Site landscaping includes all planted materials, site furniture, site lighting, and mechanical equipment incidental to any Building. All site landscaping plans shall be submitted to the Grantor for written approval prior to installation. All landscaping must comply with the Applicable Codes.

(k) Lighting: All exterior and security lighting shall have underground service and shall be designed, erected, altered and maintained in accordance with plans and specifications approved in writing by Grantor and in compliance with the Applicable Codes to the end that lighting shall be compatible and harmonious throughout the Property. Floodlighting of Buildings is limited to concealed light sources. Other fixtures, except parking area lighting, shall be selected and installed so that light sources are not visible from any street, and concealed light sources shall be utilized where practical. Fixtures shall not be more than 40 feet in height.

(l) Signs: All signs must be approved in writing by the Grantor and comply with the Applicable Codes. All signs attached to a Building must be parallel to and contiguous with its wall and shall not project above its roof line. No sign of a flashing or moving character shall be installed and no sign shall be painted on a building wall. No billboards or outdoor advertising is permitted.

(m) Maintenance: Each Owner and Occupant of the Property shall be responsible for keeping its building Site or Sites, whether or not improved, Buildings and other Improvements, including lawn and landscaping, maintained in a safe, clean, neat and orderly condition, and shall prevent rubbish, damage, replaced equipment or machinery and the like, from accumulating on its Building Site.

If the Grantor is not satisfied with the level of maintenance on a Lot, it shall notify the Owner in writing and the Owner shall have thirty (30) days thereafter in which to restore its Lot to a level of maintenance acceptable to the Grantor. If in the Grantor's opinion, the Owner has failed to bring the Lot to an acceptable standard within such thirty (30) day period, the Grantor may order the necessary work performed on the Lot at the Owner's expense which expense Owner shall reimburse to Grantor not later than 15 days after receipt of a statement showing such expense; multiple Owners of Lots shall be jointly and severally liable for such expense.

(n) Utility Connections: All utility lines, connections and installations must be underground and rise within the Building or fixture. Any external transformers, meters and similar apparatus must be at ground level and screened so as to minimize visibility thereof from any street.

(o) **Power Corridor:** Should any Owner acquire the right to use the power corridor abutting Owner's lot or any part of the corridor abutting or within the master plan of Century East Business Center, these easements, covenants, conditions, restrictions, reservations, charges, and liens shall apply to the owner's use of the corridor as if the corridor were a part of the Owner's lot or lots

IV. APPROVAL OF PLANS

No construction or exterior alterations of any Building or other Improvements, including signs, may be commenced without the prior written approval by Grantor of the plans for such construction or alteration. Grantor shall either approve or disapprove plans submitted in writing within thirty (30) days from the date on which they are received, and failure to either approve or disapprove within this period shall constitute approval of said plans. Wherever approval in writing is required by the terms of this Declaration, such requirement shall mean written approval of Grantor addressed to Owners and Occupants by certified or registered mail and obtained in the following manner:

(a) All applications to Grantor shall be addressed as follows:

Century East Business Center L.L.C.
Attn: Willis Boyd
3739 West 2270 South, Unit F
West Valley City, Utah 84120

to Owner at the address provided in the document by which Owner purchased such lot. Or to any such address as the Grantor or Owner shall hereafter designate in writing to the other;

(b) Upon receipt of written approval of plans from Grantor, Owner or Occupant may proceed with the commencement of all approved construction. Unless work on the approved construction shall be commenced within one (1) year from the date of such approval and diligently pursued thereafter, then Grantor's approval shall be deemed to have been withdrawn :

(i) unless Grantor has given a written extension of time after receipt of a written request for same or:

(ii) unless Owner or Occupant applies to Grantor and is approved in writing by Grantor for a phased project to be constructed on one or more Building Sites containing a total of eight (8) acres or more, if construction of the first phase shall be commenced within one (1) year from the date of such approval, the approval for the balance of the phased project shall not lapse.

If, after initial construction of a Building on a Building Site, Owner or Occupant submits plans for alteration, addition or reconstruction, and having received a decision of

Grantor, feels that said decision is inconsistent with the provisions of this Declaration, such owner or Occupant may submit the decision to determination by arbitration in the following manner:

The party desiring arbitration shall serve upon the Grantor a written notice naming an arbitrator. Within ten (10) days after the delivery of said notice, Grantor shall likewise appoint an arbitrator and notify the party desiring arbitration of such appointment, and if Grantor fails within said ten (10) days period so to do, the arbitrator appointed by the party desiring arbitration shall proceed in the determination of plan approval and his decision as to such approval shall be final. If Grantor appoints an arbitrator within the prescribed time, the two arbitrators so appointed shall choose a third arbitrator. If the two arbitrators so chosen to fail to agree upon the selection of a third arbitrator within a reasonable time, such an arbitrator shall be appointed, upon application by either party, by any judge of the District Court of the United States for the district which shall then include the locality in which the Building Site is situated, but such application shall not be made until such party shall have given ten (10) days written notice to the other party of its intention so to do. The board of Arbitrators, constituted as aforesaid, shall proceed to determine whether or not the proposed plans shall be approved and the decision of the board, or any two members thereof, as to such shall be binding upon the parties thereto. All expenses of such arbitration shall be apportioned equally between the parties to the arbitration.

V. Conflicts

All Applicable Codes shall be observed by Owner and Occupants. In the event of any conflict between this Declaration and any Applicable Codes, the more restrictive standards shall apply. Any approval of Grantor required in the Declaration does not in any way relieve Owners and Occupants from obtaining approvals required by the governmental body having jurisdiction.

VI. Notice To Be Given By Owners

Any Owner of a Building Site within the Property, who shall transfer to another entity, whether such entity be an individual, corporation, joint venture, partnership, limited liability company, association or other entity, any title, interest in or right of occupancy to such Building Site or portions thereof, shall give actual written notice of the existence of this Declaration of Covenants, Conditions and Restrictions to such entity.

VII. Enforcement

Enforcement of the provisions of this Declaration shall be by any appropriate proceeding at law or in equity against any owner, occupant, person, corporation or other entity violating or attempting to violate said provisions, either to restrain such violation, to enforce liability, or to recover damages, or by any appropriate proceeding at law or in equity against the Property, or any portion thereof, to enforce any lien of charge arising by virtue hereof. Grantor shall not be liable for enforcement of, or for failure to enforce,

said provisions, and failure of Grantor or of any Owner or Occupant to enforce any of the provisions of the Declaration shall in no event be deemed a waiver of the right to do so thereafter.

VIII. Mortgages – Deeds of Trust

Breach of any of the provisions of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value within the Property, but this Declaration shall be binding upon and effective against any Owner of the Property, or any portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

IX. Duration, Modification and Termination

The easements, covenants, conditions, restrictions, reservations, charges, and liens set forth in this Declaration shall run with and bind the land within the Property, and shall be and remain in effect, and shall inure to the benefit of, and be enforceable by Grantor and/or the Owner of any Property subject to this Declaration, their heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time the term of this Declaration shall be automatically extended for successive periods of ten (10) years, to a maximum of 99 years unless terminated at the end of any such period by a vote of the Owners as set forth below.

Modifications: Any modification of the development guidelines, termination of this Declaration or amendments of this Declaration shall take place only by the affirmative vote of two thirds (2/3) of all votes entitled to be voted. Each Owner, except Grantor, shall have one vote for each acre of land, or any fraction thereof, owned by it.

Grantor shall have votes equal to the total votes of all Owners other than Grantor or one vote per acre or any fraction thereof owned by it in the Property, whichever is less. Any termination of amendments of this Declaration must be recorded.

No Severance of Right From Ownership of a Lot: No purchaser or Owner of any Lot shall convey his interest under this Declaration separate from the conveyance of a Lot.

Interpretation: The captions which precede the Articles and Sections of this declaration are for convenience only and shall in no way affect the manner in which the provisions hereof are construed. Whenever the context so requires, the singular shall include the plural and the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. This Declaration shall be liberally construed to effect all of its purposes.

Law Governing: This agreement shall be governed by and construed in accordance with the laws of the State of Utah.

X. Severability

Invalidation of any one or more of the provisions of this Declaration by judgment or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

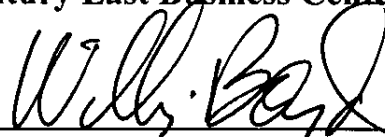
XI. Attorney's Fees

In the event of any action or arbitration to enforce or interpret the terms of this Declaration, the prevailing party in such action or arbitration shall be entitled to receive its reasonable attorney's fees incurred therein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed by its duly authorized officer on the date above written.

Century East Business Center, L.L.C.

By



Willis Boyd, Managing Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

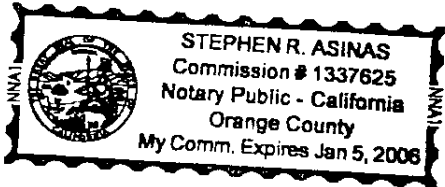
State of California }
County of Orange } ss.

On 9-26-03 before me, Stephen R. Asinas, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Wilis Boyd
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Stephen R. Asinas
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Declaration of Covenants, Conditions & Restrictions

Document Date: 9-25-03 Number of Pages: 11

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

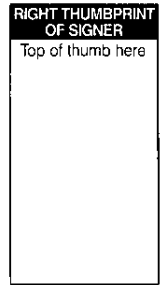


EXHIBIT A

Lots #1,2,3,4,5,6,7,8,9,10,11,12 of Century East Business Center Plat "A" according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

Tax ID: 15-16-300-016

8834296
09/29/2003 02:17 PM 43.00
Book - 8888 Pg - 6175-6186
GARY W. DTT
RECORDER, SALT LAKE COUNTY, UTAH
TITLE WEST
BY: SBM, DEPUTY - WI 12 P.