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WHEN RECORDED RETURN TO:

Cary D. Jones, Esq.
HANSEN & ANDERSON
50 West Broadway
Sixth Floor
Salt Lake City, Utah 84101

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND GRANT OF EASEMENTS FOR THE
SILVER CREEK COMMERCE CENTER**

This Declaration of Covenants, Conditions and Restrictions and Grant of Easements for the Silver Creek Commerce Center (the "Declaration") is made and entered into as of July 29, 1988, by Silver Creek Investors, a Utah general partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property in Summit County, Utah, known as the Silver Creek Commerce Center, which is more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Declarant intends to create on the Property an industrial/business park development with certain common areas and common facilities, and desires to provide for the preservation of the values and amenities in said development and for the maintenance of said common areas and common facilities; and

WHEREAS, Declarant desires, by filing this Declaration of record with the Summit County, Utah, Recorder, to subject the Property and all buildings or improvements now or hereafter situated thereon, together with all appurtenances thereto, to the provisions of this Declaration; and

WHEREAS, Declarant desires and intends to hold, own, convey and lease the individual parcels on the Property, together with the common areas and common facilities thereon, subject to the covenants, conditions and restrictions set forth herein.

NOW, THEREFORE, in consideration of the premises, Declarant hereby submits the Property to the provisions of this Declaration and declares, covenants and agrees that the Property and each part thereof shall be held, encumbered, occupied, built on and otherwise used and improved, maintained, leased, sold, conveyed and otherwise transferred subject to the following covenants, conditions,

restrictions, reservations, easements, liens and charges, which shall (i) attach to and run with the land, (ii) be binding on the Property and all owners, lessees and other parties having, acquiring or otherwise at any time possessing any right, title or interest in or to the Property or any part thereof, or the right to use or occupy the Property or any part thereof, (iii) inure to the benefit of said owners, lessees and other parties, and (iv) be for the purpose of establishing a general plan for the operation and maintenance of the Property as an attractive industrial/business park development.

ARTICLE I **Definitions**

Section 1.1. Building. "Building" shall mean and include, but not be limited to, the portion of a structure built for permanent use and all projections or extensions thereof, including, but not limited to, garages, outside platforms and docks, storage tanks, canopies, enclosed malls and porches.

Section 1.2. Center. "Center" shall mean the Property as from time to time developed.

Section 1.3. Committee. "Committee" shall mean the Architectural and Development Control Committee as defined in Article II hereof.

Section 1.4. Common Areas. "Common Areas" shall mean such portions of the Property designated as Common Area on a recorded map for the Property, and consented to by Declarant or the Committee, and the area used for general signage for the Center.

Section 1.5. Common Areas Manager. "Common Areas Manager" shall mean, at the sole discretion of the Committee either the Committee or any association (the "Association") organized in the future by the Owners of at least two-thirds of the total land area in the Property for purposes of fulfilling some or all of the obligations of the Common Areas Manager under this Declaration.

Section 1.6. Common Facilities. "Common Facilities" shall mean all of the following, which shall be located within easements and public rights-of-way at such time as such easements are created and such facilities are constructed and which are not located within a Parcel and used solely to benefit such Parcel:

- A. All drainage easements and their drainage systems.
- B. Landscaping.
- C. The irrigation system and associated pumps and hardware.
- D. Street signs.
- E. Street lights.
- F. Any other facility specifically designed as such on any recorded map for the Property.

Section 1.7. Declarant. "Declarant" shall mean Silver Creek Investors, or its successors and assigns, if such successors and assigns are the Owner or Owners of any portion of the Property and/or are designated by Silver Creek Investors to perform the obligations of Declarant hereunder.

Section 1.8. Improvements. "Improvements" shall mean and include, but not be limited to, Buildings, out buildings, driveways, exterior lighting, fences, Landscaping, lawns, loading areas, parking areas, retaining walls, roads, screening walls, signs, utilities, walkways, berms and swales, and any repair or replacement thereof.

Section 1.9. Landscaping. "Landscaping" shall mean a space of ground covered with lawn, ground cover, shrubbery, trees and the like which may be complemented with earth berms, masonry or similar materials.

Section 1.10. Occupant. "Occupant" shall mean an entity or an individual which has purchased, leased, rented or otherwise legally acquired the right to occupy and use any Building or Parcel.

Section 1.11. Owner. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title by deed, or equitable title by contract, to any Parcel which is part of the Property (or in the event of a sale/leaseback transaction or ground lease involving any Parcel, the lessee or lessees thereunder), but excluding those having an interest solely as security for the performance of an obligation.

Section 1.12. Parcel. "Parcel" shall mean any portion of the Property, except public rights-of-way and Common Areas and Common Facilities, which is conveyed, sold, or leased to an Owner, including any Parcel shown as a lot on any recorded map for the Property.

Section 1.13. Roadway. "Roadway" shall mean the right-of-way described on Exhibit "B" attached hereto, which shall be dedicated to Summit County or such other public entity designated by Summit County as a public roadway.

ARTICLE II

Architectural and Development Controls

Section 2.1. Architectural and Development Control Committee. The Declarant shall appoint the initial three member Architectural and Development Control Committee (the "Committee"), which shall serve for a term of not less than two years. Declarant shall have the right to appoint replacements for members of the Committee who resign during the initial two year term of the Committee. Thereafter, the Committee shall be appointed by the vote of three fourths of all votes entitled to be voted as described in Section 8.4 hereof. The function of the Committee shall be to insure that all Improvements on the Property harmonize with existing surroundings and structures and meet the restrictions and requirements described in this Declaration or as contained in the reasonable development guidelines to be established by the Committee.

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Section 2.2. Submission to Committee. No Common Areas and Common Facilities or Improvements on a Parcel shall be constructed, and no alteration, painting, or refurbishing of the exterior of any Improvement shall be performed, unless complete plans and specifications therefor, meeting the criteria established by the Committee, have first been submitted to and approved by the Committee.

Section 2.3. Approval Procedure. Any plans and specifications submitted to the Committee shall be approved or disapproved by the Committee in writing within thirty days after submission. In the event the Committee fails to notify the applicant in writing of its disapproval within such thirty day period, such plans and specifications shall be deemed to have been approved by the Committee.

Section 2.4. Standards. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all Improvements, painting, or refurbishing of the exterior of any Improvement conform to and harmonize with the requirements, objectives and restrictions of this Declaration. The Committee shall not unreasonably withhold approval of any Improvements, painting or refurbishing of the exterior of the Improvements.

Section 2.5. Development Guidelines.

A. The Committee shall adopt such reasonable development guidelines as it deems necessary to inform Owners of the standards which will be applied in approving or disapproving proposed Improvements, and shall submit such reasonable development guidelines as are adopted from time to time for approval by Summit County.

B. The development guidelines may amplify, but shall not be less restrictive than, the regulations and restrictions set forth in this Declaration, except as provided in Section 2.9 hereof, and such reasonable development guidelines shall be binding upon all Owners, provided, however, that the Owners may modify the development guidelines in the manner described in Section 8.4 hereof.

C. The development guidelines shall describe the rules and regulations of the Committee with respect to the submission of plans and specifications for approval, the time or times within which such plans or specifications must be submitted, and may state such other reasonable rules, regulations, policies, and recommendations which the Committee will consider in approving or disapproving proposed Improvements or the alteration or repair thereof.

Section 2.6. Basis for Approval. Review and approval by the Committee shall be based upon the standards set forth in this Declaration and in the development guidelines. The Committee shall consider not only the quality of the specific proposal but also its effect and impact on neighboring Parcels and on the Property.

Section 2.7. No Liability for Damages. The Committee and the individuals serving on the Committee shall not be liable for damages by reason of any action, inaction, approval, or disapproval made in good faith pursuant to this Declaration.

Section 2.8. Declarant's Obligation. Declarant hereby covenants in favor of each Owner that all Improvements erected by it and all Improvements of the Common Areas and Common Facilities made by it shall be architecturally compatible with one another, this Declaration, and the development guidelines.

Section 2.9. Variances. In hardship cases, the Committee shall have the authority, but not the obligation, to grant variances from or the development guidelines, provided that the party requesting such variance obtains all necessary permits and variances, if any, from any governmental authority having jurisdiction thereof.

ARTICLE III

Grant of Easements; Ownership of Common Areas and Facilities and Right of Inspection of the Property

Section 3.1. Owner's Easement of Enjoyment. Subject to the terms of this Declaration, every Owner and the Owner's tenants, lessees and invitees shall have a right and easement of enjoyment in and to the Common Areas and Facilities, including the right for ingress and egress on, over, across and through the Roadway to be dedicated as provided herein, and an easement for ingress and egress on, over, across and through all roadways shown on subsequent recorded maps for portions of the Property, for each Owner and its tenants, lessees and invitees, and said easement shall be appurtenant to and shall pass with title to each Parcel and the Property.

Section 3.2. Title to Common Areas and Facilities. Title to the Common Areas and Facilities shall be vested with the Common Areas Manager, for the benefit of every Owner subject to the terms described in this Declaration.

Section 3.3. Limitation on Easement. Each Owner's right and easement of use and enjoyment concerning the Common Areas and Common Facilities shall be subject to the following:

A. Such right and easement shall not be exercised in any manner which substantially interferes with the purposes for which the Common Areas and Common Facilities are provided or with the right and easement of any other Owner with respect thereto.

B. The right of Summit County, Utah, 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 Parcel, street, parking area, walkway, open area contained within the Property, or to Improvements, for purposes of providing police and fire protection, and providing any other governmental or municipal services.

C. The grant by the Common Areas Manager, of such utility and right-of-way easements as may be necessary or convenient to the Property and/or the development of any portion thereof.

Section 3.4. Right of Inspection. During reasonable hours, after notice (except in the event of any emergency) and subject to the security regulations of

the Occupants, the Committee and/or the Common Areas Manager or their respective authorized representatives shall have the right to enter upon and make reasonable inspections of any portion of the Property for the purpose of ascertaining whether the provisions of this Declaration have been or are being complied with and such persons shall not be deemed guilty of trespass by reason of such entry.

ARTICLE IV **Uses and Maintenance**

Section 4.1. Compliance with Laws and Regulations. No portion of the Property may be used or occupied for any use which is in violation of applicable ordinances, laws and regulations of any governmental entity having jurisdiction over the use of all or any of the Property, or for residential purposes except those associated with hotel and motel operations, if such shall be constructed.

Section 4.2. Prohibited Uses. No portion of the Property may be used or occupied for any of the following uses: meat rendering, raising or grazing of horses, sheep, goats or other animals, auto yards, mine milling or ore processing.

Section 4.3. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any portion of the Property. The Property shall not be used for the storage of any property or thing that will cause the Project or any part thereof to appear in an unclean or untidy condition or that will be unsightly, offensive, obnoxious or detrimental to the Owners of the Property. No substance, thing or material shall be kept or used upon the Property or any part thereof that will emit a foul, offensive, or obnoxious odor or that will unreasonably, and in a manner not consistent with normal manufacturing uses, disturb the peace, quiet, comfort, serenity or tranquility of the Occupants of the Property. No exterior speakers, horns, whistles, bells, sirens or other sound devices shall be located, used or placed on any portion of the Property, without the written consent of the Committee. No nuisance of any kind or description shall be permitted on the Property.

ARTICLE V **Improvements and Maintenance**

Section 5.1. General. Improvements on Lots shall be constructed strictly in accordance with the restrictions and requirements set forth in this Article.

Section 5.2. Temporary Structures. No temporary building or other temporary structure shall be permitted on any portion of the Property; provided, however, that trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of permanent Improvements. Such structures shall be placed as inconspicuously as practicable, shall cause no inconvenience to Owners or Occupants of other Parcels, and shall be removed not later than thirty days after the date of abandonment or substantial completion, as determined by the Committee in its sole discretion, of the Improvements for which the temporary structure was used.

Section 5.3. Completion of Construction. Once begun, all Improvements shall be diligently pursued to completion.

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Section 5.4. Size of Parcels; Location of Buildings; Height of Buildings.

A. Each Parcel shall contain a minimum of two acres.

B. Buildings shall be set back a minimum of 100 feet from the Roadway, and a minimum of 20 feet from the adjoining property lines. Any Parcel of less than three acres may be set back less than 100 feet from internal roadways (not including the Roadway) upon written approval of the Committee, provided that such set backs meet standards adopted by Summit County. The set back requirements described in this paragraph may be modified by the Committee upon the written consent of the Owners of all adjoining and adjacent Parcels or adjoining and adjacent portions of the Property.

C. The foregoing minimum setbacks have been established to create and preserve an attractive setting for Buildings located along the Roadway. Uniformity of setback may not be desirable, and the Committee is authorized to approve variations from the minimums on an ad hoc basis when a proposed Building is judged to enhance the street setting rather than detract therefrom. Such a variation must be expressly approved in writing by the Committee.

D. No Building shall exceed 30 feet in height from the front grade level of the Building; provided that Buildings devoted solely to office uses may exceed thirty feet in height but shall not exceed 55 feet in height from the front grade level of the Building.

Section 5.5. Parking Set Backs. Parking areas shall be constructed and maintained by the Owners as follows:

A. All parking areas shall be set back a minimum of 30 feet from the Roadway.

B. All parking areas shall be set back a minimum of 20 feet from adjoining property lines, except that if shared parking areas extend across property lines, no side or rear parking set back is required in such shared parking areas, provided that Landscaping is placed in the vicinity of such property lines to break the monotony of the parking areas.

Section 5.6. Parking Requirements.

A. Parking on the Roadway is prohibited.

B. All parking areas shall satisfy requirements of Summit County, and there shall be sufficient land allocated by each Owner to meet the following minimum parking requirements for the following uses:

1. Commercial and office uses: One space for each 500 square feet of gross floor area devoted to commercial and office use, plus one space per office employee per shift.

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2. Manufacturing, Industrial and Warehouse uses: One space for every two employees in the largest shift, plus one space for each vehicle used in conducting the business.

3. The foregoing minimum parking requirements may be modified by the Committee which modification must be in writing, provided that such modifications satisfy the parking standards of Summit County.

E. 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.

F. All parking surfaces must be screened from streets by earth mounding and/or Landscaping.

Section 5.7. Loading Service and Outside Storage.

A. Each Owner shall provide sufficient on site loading facilities to accommodate site activity. All loading movements, including turn around and maneuvering, shall be made off the Roadway or other public rights-of-way.

B. Loading docks shall be located and screened so as to minimize visibility from the Roadway. No loading dock facing the Roadway shall be located within 100 feet of the Roadway.

C. Open storage shall be screened from the view of the Roadway or adjoining and adjacent Parcels and portions of the Property; provided, however, that screen fences or walls over 6 feet high shall not be located within any Building setback area. All security fences shall require the written approval of the Committee.

D. Rubbish and garbage facilities shall not be visible from the Roadway and must be screened to minimize visibility from adjoining and adjacent Parcels and portions of the Property.

G. Screening of loading, service and outside storage areas may consist of a combination of earth mounding, Landscaping, walls and/or fences approved by the Committee.

Section 5.8. Site Grading; Drainage.

A. Earth mounding is required adjacent to the Roadway as a screen in front of parking and service areas; mounding is not required where Landscaping extends from the Roadway to a Building.

B. All surface drainage systems, including, without limitation, landscaping and drainage detention ponds and systems, must be expressly approved in writing by the Committee prior to installation thereof. All detention areas shall be located within each individual Parcel and shall be

designed so as to handle on each Parcel the drainage detention needs of the Improvements constructed on each Parcel.

Section 5.9. Mechanical Equipment. All mechanical equipment incidental to any Building, including roof mounted mechanical equipment, shall be enclosed or screened so as to be an integral part of the architectural design of the Building to which it is attached or related.

Section 5.10. Signs. All signs must be approved in writing by the Committee. All signs must be attached to a Building, parallel to and contiguous with its wall, and shall not project above its roof line, or shall be on a monument sign approved by the Committee. No sign may exceed 8 feet in height and 8 feet in length. No flashing or moving sign shall be installed and no sign shall be painted on a Building wall. Billboards and outdoor advertising are prohibited.

Section 5.11. Maintenance. Buildings, Landscaping, and other Improvements shall be continuously maintained by the Owners thereof so as to preserve a well-kept appearance. All parking areas and sidewalks shall be kept free from snow, ice and debris. All weeds on developed and undeveloped Parcels shall be cut back by the Owners of such Parcels from time to time to avoid an unsightly appearance from the Roadway. If the Common Areas Manager is not satisfied with the level of maintenance on a Parcel, he shall so notify the Owner in writing and the Owner shall have thirty days thereafter in which to restore its Parcel to a level of maintenance acceptable to the Committee in the exercise of its reasonable judgment. If the Owner has failed to bring the Parcel to a reasonably acceptable standard within such thirty day period, the Common Areas Manager may order the necessary work performed on the Parcel at the Owner's expense.

Section 5.12. Utility Connections. All utility lines, connections and installations shall be underground or shall be contained within a Building or fixture; provided, however, that any external transformers, meters and similar apparatus may be located outside a Building or fixture if they are located at ground level and screened so as to minimize visibility thereof from the Roadway and adjoining and adjacent Parcels or portions of the Property.

ARTICLE VI

Maintenance of Common Areas and Common Facilities

Section 6.1. Authority. The Common Areas Manager shall maintain and operate, or provide for the maintenance and operation of, the Common Areas and Common Facilities and the improvements located thereon or related thereto and may reconstruct, repair, or replace any capital improvement thereon.

Section 6.2. General and Special Assessments.

A. The Common Areas Manager shall assess each Owner for the cost of maintenance and operation of the Common Areas and Common Facilities, and all real property taxes and assessments with respect thereto, and of the improvements located thereon, including the indirect costs thereof. Each Parcel shall be subject to a quarterly assessment equal to the total quarterly cost of maintenance and operation of such Common Areas and Common

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Facilities, multiplied by a fraction, the numerator of which is the land acreage of each such Parcel and the denominator of which is the total land acreage of all of the Property.

B. In addition to the quarterly assessments authorized above, the Common Areas Manager may levy, in any year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of a capital improvement upon the Common Areas and Common Facilities as may be necessitated by normal wear and tear and damage by the elements; provided that any such assessment shall be consented to in writing as set forth in Section 8.4 hereof. All such special assessments shall be assessed in the same manner as provided in Section 6.2(A) hereof.

C. Declarant, for the portions of the Property owned by it, hereby covenants, and each Owner of any Parcel by acceptance of a deed, contract or lease therefor, whether or not it shall be so expressed in such deed, contract or lease, is deemed to covenant and agree to pay to the Common Areas Manager the assessments described in subparagraphs A and B of this Section. Such assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, and shall also be the personal obligation of the person or entity who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, or unless such successors fail to obtain the clearance of such assessments by the Committee prior to acquiring an interest in the Property as described in subparagraph E below, provided that such successors obligation for such unpaid assessments shall not exceed the amount shown in the certificate described in subparagraph E below.

D. The quarterly assessments provided for herein shall commence on the first day of the month following the date of recording of the first deed, or first entering into any contract or lease, with respect to any portion of the Property. The first quarterly assessment shall be adjusted according to the number of months remaining in the calendar quarter. The Common Areas Manager shall estimate the amount of the quarterly assessment at least thirty days in advance of each quarterly assessment period and fix the due date for payment thereof. Written notice of the quarterly assessment shall be sent to every Owner subject thereto. At the end of the quarterly assessment period, the Common Areas Manager shall determine the exact cost of maintenance, taxes and assessments described in subparagraphs A and B of this Section, and shall charge or credit each Owner in the next quarterly assessment for the difference between the actual expense and the estimated expense maintenance.

E. The Common Areas Manager shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Common Areas Manager setting forth whether the assessments on a specified Parcel have been paid and said certificate may be conclusively relied upon by the party requesting the same.

F. Each Owner and Occupant shall, upon reasonable notice to the Common Areas Manager, have access to and the right to inspect and copy all books and records of the Common Areas Manager relating to its duties hereunder. The costs of any such copies shall be borne by the Owner or Occupant requesting such copies.

G. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. If an Owner fails to pay an assessment pertaining to his Parcel before delinquent or fails upon demand to reimburse the Common Areas Manager for costs under Section 5.11 hereof which relate to such Owner's Parcel, the Common Areas Manager may enforce the payment of the assessment, interest, costs and reasonable attorneys' fees, by taking either or both of the following actions, concurrently or separately:

1. Bring an action at law against the Owner personally obligated to pay the assessments and/or costs; or

2. Foreclose the lien against the Parcel in accordance with the then prevailing Utah law relating to foreclosures (including any right to recover any deficiency). The Common Areas Manager shall have the power to bid on any Parcel at the foreclosure sale and thereupon to acquire, hold, sell, lease, mortgage and convey the Parcel.

In the event any Owner fails to pay any assessment as provided herein and the Common Areas Manager is unable, after diligent foreclosure and collection effects, to collect the same, the Common Areas Manager may, without the prior consent or approval of the other Owners, reallocate such delinquent assessment as a special assessment among the other Owners in the manner described in Section 6.2(A) hereof.

H. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. The sale, transfer or lease of any Parcel shall not affect the assessment lien. The sale or transfer of any Parcel pursuant to foreclosure of any first mortgage or first deed of trust, or any proceeding in lieu thereof, shall discharge the lien of such assessments as to payments which became due prior to such sale or transfer but shall not discharge the liability of the Owner therefor, subject to the reallocation provisions contained in subparagraph G above. No other sale, transfer or lease shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

Section 6.3. Insurance. The Common Areas Manager shall acquire and maintain insurance against insurable hazards with respect to the Common Areas and Common Facilities in amounts which reasonably protect the Common Areas Manager and the Owners from loss and/or liability arising from the hazards insured against. Such insurance coverage shall be written in the name of, and the proceeds thereof payable to, the Common Areas Manager, for the benefit of the Owners. Such insurance may include, but shall not be not limited to, fire

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insurance, comprehensive liability insurance and workmen's compensation insurance. Premiums for insurance such carried by the Common Areas Manager shall be a common expense included in the quarterly assessments or charges made by the Common Areas Manager.

Section 6.4. Replacement or Repair of Common Areas and Common Facilities. Damaged or destroyed Common Areas and Common Facilities, or the property of the Common Areas Manager used in connection with the Common Areas and Common Facilities, shall be repaired or replaced by the Common Areas Manager utilizing insurance proceeds therefor. In the event there are no insurance proceeds or the insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Common Areas Manager may make a special assessment under Section 6.2(B) hereof to cover such cost (provided that a vote of a majority of the votes entitled to be voted shall be entitled to approve such special assessment). In the event the Owners fail to approve an assessment for such repair or replacement, the Common Areas Manager shall not be required to make such repair or replacement at its expense.

ARTICLE VII **Limitation of Restrictions on Declarant**

Section 7.1. Declarant's Work. Declarant is undertaking the work of developing an industrial/business park and incidental improvements upon the Property. Each Owner acknowledges that the completion of that work and the sale, rental and other disposal of the Property is essential to the establishment and welfare of the Property as an industrial/business park. Declarant shall not unreasonably interfere with the activities of other Owners and Occupants in completion of that work.

Section 7.2. Declarant's Exemptions. In order that Declarant's work may be completed and the Property be developed, nothing herein shall:

A. Prevent Declarant, its contractors, or subcontractors, from doing on the Property or any Parcel, whatever is reasonably necessary or advisable in connection with the completion of said work;

B. Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing said property as an industrial/business park and disposing of the Property in parcels by sale, lease or otherwise; or

C. Prevent Declarant from maintaining such sign or signs on any part of the Property as may be reasonably necessary for the sale, lease, or disposition thereof.

Section 7.3. Easements. There is hereby created a non-exclusive easement upon, across, over and under all of the Property (excluding Buildings) for ingress and egress to and from, and installing, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, telephone, electricity, gas and television cables. In the event that any utility company furnishing a service

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covered by the foregoing general easement requests a specific easement by separate recordable instrument, Declarant and/or the Common Areas Manager shall have the right to grant such easements as agent for the owner of the Property.

ARTICLE VIII
General Provisions; Additions

Section 8.1. Enforcement. Declarant, the Common Areas Manager, the Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of Declarant, the Common Areas Manager, the Committee, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.2. Severability. The invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8.3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive and consecutive periods of ten years, to a maximum of 99 years unless terminated at the end of any such period by vote of the Owners as set forth in Section 8.4 hereof.

Section 8.4. Appointment of Committee, Modifications, Consents, Terminations and Amendments. Except as otherwise provided herein with regard to the appointment of the Committee (as set forth in Section 2.1 hereof), any modification of the development guidelines (as set forth in Section 2.5 hereof), or consent to special assessment (as set forth in Section 6.2 hereof), termination of this Declaration (as set forth in Section 8.3 hereof) or amendments of this Declaration shall take place only by the affirmative vote of three fourths of all votes entitled to be voted. Each Owner, including Declarant, shall have one vote for each acre of land, or any fraction over fifty percent (50%) of an acre, owned by it. Any termination or amendment to this Declaration must be recorded.

Section 8.5. No Severance of Right From Ownership of a Parcel. No purchaser or Owner of any Parcel shall convey his interest under this Declaration or in any Association described in Section 1.5 hereof, and no member of the Association shall convey, transfer, sell, assign or otherwise dispose of his membership rights in the Association, without at the same time conveying, selling and transferring his interest in the Parcel to which his membership attaches, and the membership shall be transferred only to a new Owner or purchaser of the Parcel to which membership is attached.

Section 8.6. 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 any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, 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.

Section 8.7. Consent to Recordation of Plat. At any time or from time to time upon the request of Declarant, each Owner shall consent in writing to the recordation of a plat for the Property, and hereby irrevocably constitutes Declarant as his attorney-in-fact (which power of attorney shall be deemed coupled with an interest) for purposes of executing such plats on behalf of each Owner, provided that such plat shall not change the location or boundaries of any Owner's Parcel or the Roadway, and that each Parcel thereon satisfies the minimum acreage requirement set forth herein. Such a plat may, however, extend the Roadway.

Section 8.8. Additions to Existing Property. Declarant, or its successors or assigns, shall have the right, without the further consent of the Owners, to bring additional land within the scheme of this Declaration, provided that the additional land shall be contiguous to the Property and shall be developed as part of the Center. The additional land shall be subject to this Declaration and shall be developed in a manner consistent with the general plan of development of the Property. The additions authorized herein shall be made by Declarant filing of record with the Summit County, Utah, Recorder, a Supplemental Declaration which shall extend this Declaration to the additional land. Said Supplemental Declaration may contain such modifications to this Declaration affecting such additional land as may be necessary, in Declarant's judgment, to reflect the difference in character between the Property and the additional land, but shall not affect any Property subject to this Declaration as of the date hereof, except for the reallocation of the proportionate share of assessments described below. Said Supplemental Declaration shall also readjust each Owner's proportionate share of assessments as described in Section 6.2(A) hereof by changing the denominator used in computing each Owner's proportionate share.

Section 8.9. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purposes whatsoever, it being the intention of the Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

Section 8.10. Injunctive Relief. In the event of any violation or threatened violation by any Owner or occupant of any portion of the Property of any of the terms, covenants and conditions herein contained, in addition to the other remedies herein provided, the Declarant and any or all of the other Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

Section 8.11. Attorneys' Fees. In the event that any party hereof brings or commences legal proceedings to enforce any of the terms of this Declaration against any other party with an interest in the Property, the successful party in

BEGINNING AT A POINT ON THE EXISTING FRONTAGE ROAD RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 40, WHICH POINT IS SOUTH 89°43'02" EAST FEET ALONG THE SECTION LINE 79.79 FEET AND SOUTH 811.72 FEET (BASED ON THE UTAH STATE COORDINATE SYSTEM, CENTRAL ZONE) FROM THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. THENCE SOUTH 89°43'02" EAST 1781.77 FEET; THENCE SOUTH 00°11'30" EAST 139.14 FEET; THENCE NORTH 76°22'47" EAST 325.40 FEET; THENCE NORTH 77°33'34" EAST 304.97 FEET; THENCE NORTH 58°25'15" EAST 600.50 FEET; THENCE SOUTH 45.55 FEET; THENCE SOUTH 30°00'00" EAST 600.00 FEET; THENCE SOUTH 35°00'00" EAST 1558.00 FEET; THENCE SOUTH 318.10 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 89°56'45" WEST ALONG SAID QUARTER SECTION LINE 1521.47 FEET TO THE CENTER OF SAID SECTION 22; THENCE SOUTH 00°11'30" EAST ALONG THE QUARTER SECTION LINE 2671.83 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 22; THENCE NORTH 89°40'30" WEST ALONG THE SECTION LINE 58.55 FEET TO THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 40; THENCE ALONG SAID RIGHT-OF-WAY LINE AS FOLLOWS:

NORTH 30°24'51" WEST 1184.82 FEET;
 NORTH 19°28'27" WEST 1355.00 FEET;
 NORTH 37°35'09" EAST 100.00 FEET;
 NORTH 52°24'61" WEST 100.00 FEET;
 SOUTH 37°35'09" WEST 65.00 FEET;
 NORTH 41°26'31" WEST 1318.14 FEET;
 NORTH 30°24'51" WEST 1164.89 FEET;
 NORTHEASTERLY 155.28 FEET AROUND THE PERIPHERY
 OF A CURVE TO THE LEFT HAVING A RADIUS OF
 128.00 FEET (CHORD = N16°23'28"E 145.93 FEET),

TO THE POINT OF BEGINNING.
 CONTAINING 181.23 ACRES.

809- 488, 600