

SECURITY TITLE CO.

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John M. Williams
SECURITY TITLE CO.
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KATIE HANUM
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SALT LAKE COUNTY
UTAH

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DECLARATION OF
ESTABLISHMENT OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS OF
"BONNEVILLE CENTER"

THIS DECLARATION made this 10th day of June 1981, by
BENEFICIAL DEVELOPMENT COMPANY, a Utah corporation, hereinafter
referred to as "Grantor".

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W I T N E S S E T H:

SECURITY TITLE CO.
No. 207725

WHEREAS, Grantor is the owner of real property located in
the City of Salt Lake, County of Salt Lake, State of Utah, known
as the Bonneville Center, which real property is more particular-
ly described in the attached Exhibit "A" and, by this reference,
incorporated herein and hereinafter referred to as the "prop-
erty"; and

WHEREAS, Grantor is desirous of subjecting the property
described herein to these indentures, protective conditions,
covenants, restrictions, reservations, easements and servitudes
hereinafter set forth and hereinafter referred to as "inden-
tures", each and all of which is and are for the benefit of said
property, for each Owner thereof, and the Grantor hereunder, and
shall inure to the benefit of and pass with said property and
each and every parcel thereof, and shall apply to and bind the
successors in interest and any Owner thereof;

NOW, THEREFORE, Grantor hereby declares that the real pro-
perty described and referred to herein is and shall be held,
transferred, sold, conveyed and occupied subject to these inden-
tures which shall run with the entire property and which are for
the purpose of protecting the value and desirability of the en-
tire property, and every portion thereof, and shall be binding
upon all parties having any right, title or interest in the en-
tire property, or any portion thereof, their heirs, successors

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and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITION OF TERMS

Definition of terms used herein are set forth in the attached Exhibit "B" and, by this reference, are made a part hereof.

ARTICLE II

GENERAL PURPOSES

Grantor desires to create on the entire property an industrial/business park development with permanent common areas and common facilities (as herein defined) and desires to provide for preservation of the values and amenities in said development and for the maintenance of the common areas and common facilities. These indentures are for the mutual benefit and protection of the property owners of Bonneville Center which has been established as a planned, mixed-use business center catering to a wide variety of business, industrial and commercial users, all of which are to be located in an integrated development. These indentures are to insure that Bonneville Center develops consistent with the high quality of use desired.

ARTICLE III

BOARD OF TRUSTEES

Section A. Membership.

There is hereby established a Board of Trustees, for all purposes set forth in this Declaration, which shall consist of five members. Effective as of the date hereof, as designated by Grantor, the initial Board of Trustees shall consist of the following:

MARION G. ROMNEY
FRANKLIN D. RICHARDS
BURKE PETERSON
J. ALAN BLODGETT
MARVIN C. STEADMAN

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Section B. Qualifications.

To qualify as a Trustee, a person must be twenty-one (21) years of age, and an Owner, officer of an Owner, or the duly appointed representative of an Owner. A tenant of an Owner shall be deemed the Owner for the purposes of this Section unless the lease to tenants specifically reserves the qualification and voting rights herein set forth to such Owner, and notice of the same is given to the Trustees.

Section C. Voting Rights.

In all elections to fill Trustee positions, only Owners of assessable property shall have the right to vote. Such vote shall be in person or by written proxy and shall be allocated on the basis of one vote for each twenty-five dollars (\$25.00) or major fraction thereof, of the general assessment due and paid hereunder during the preceding calendar year for each Trustee position to be filled. For purposes of determining voting rights under this provision, ownership status and the general assessment paid shall be established as of the close of business on December 31st of the year preceding the election.

Section D. Term of Office.

The term of office of the members of the Board of Trustees shall be for two years and shall run from July 1 through June 30 of the second succeeding year.

Section E. Election of Trustees.

So long as seventy-five percent (75%) or more of the property subject to this Declaration, exclusive of public roadways, is owned by Grantor, four (4) of said Trustees shall be appointed by Grantor. So long as any part of the property subject to this Declaration is owned by Grantor, three (3) Trustees shall be appointed by Grantor. The remaining Trustee or Trustees shall be elected by the other Owners of the subject property. If none of the property subject hereto is owned by Grantor, all of the

Trustees shall be elected by the Owners of the property subject to this Declaration.

Section F. Vacancies.

Whenever any one or more of the Trustees or their successors appointed or elected as herein provided shall die, be unable to act, resign or become otherwise unqualified to serve as Trustee under Section B of this Article, the remaining Trustee or Trustees shall cause an election to be held for such vacancy or vacancies with reasonable promptness.

Section G. General Meetings.

An annual general meeting of all Owners of assessable property within the Bonneville Center shall occur during the first full week of June of each year and written notice as to date, time and location of such meeting shall be mailed to each Owner of the assessable property at least seven (7) days in advance by the Chairman of the Board of Trustees. In addition, the Chairman shall, within fifteen (15) days, call a general meeting of all Owners of assessable property within the Bonneville Center upon receipt of a written petition signed by Owners of assessable property representing thirty (30%) percent of the total true value of all assessable property subject to these indentures.

Section H. Duties and Powers.

Three (3) Trustees shall constitute a quorum. Action of the Board shall be by majority vote of those Trustees in attendance at any meeting at which there is a quorum present. At the first meeting following the annual general meeting of all Owners of assessable property within the Bonneville Center, the Board of Trustees shall elect a Chairman from its members and said Chairman shall have voting rights equal to each of the other Trustees. The Board of Trustees shall also promulgate operating procedures for the conduct of its affairs.

1. Meetings and Notice. Meetings of the Board of Trustees may be called at any time by the Chairman or shall be called by the Chairman upon request of a majority of the Trustees. Reasonable attempts to notify all Board members of any meeting shall be made.

2. Authority and Obligations. The Board of Trustees established under these indentures shall have the right, power and authority to carry out the basic objectives and purposes as outlined in these indentures; in the interest of public health and safety and for the general welfare of the property Owners of the Bonneville Center to adopt, promulgate, publish, record and amend in necessary design standards, rules, regulations and Trustee Guidelines; to interpret and implement the provisions of these indentures and to designate requirements applicable for the enforcement of these indentures as hereinafter set forth; to have jurisdiction, control, possession, and supervision of the property, assessments, funds and activities as set forth in this Section and elsewhere in these indentures or as may hereafter be placed under its jurisdiction in the manner herein provided; to maintain, operate, reconstruct, and improve any and all structures, facilities, improvements, and lands of the Bonneville Center in which the Board of Trustees has an interest and which are for the common use of Bonneville Center, and to make additions, betterments, and extensions thereto; to enter into contracts as may be necessary or desirable to carry out the provisions of these indentures, to include entering into long term contracts which may extend beyond the term of the particular Board of Trustees which entered into such contracts; to protect the public health and welfare by preventing or abating the pollution of the Bonneville Center; and to have all the rights,

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privileges and jurisdiction necessary or proper for carrying such powers into execution. Any enumeration of powers elsewhere in these indentures shall augment rather than restrict the meaning or exclude other powers comprehended in this general grant of rights, power and authority. Further, this general grant shall permit the Board of Trustees to make variances to these indentures, or any public guidelines, when same are in the best interests of the Bonneville Center community, but such variances will be in accord with the language and intent of these indentures; to contract for professional services, which, in the judgment of the Board of Trustees, will provide an effective and advantageous means of insuring the area within Bonneville Center to adequate and proper environmental protection; to establish membership, policies, and procedures to be followed in the planning for improvements and the review and approval of plans and specifications as required by ARTICLE IV, Section C, below; to promulgate rules and regulations governing the use of and conduct within all public areas of the Bonneville Center; and, to set the date, time and location for the annual general meeting. In consideration of the above rights, powers and authority, the Board of Trustees shall have the duty, responsibility and obligation to maintain, operate, improve and reconstruct as necessary the Bonneville Center interior drainage system in accordance with these indentures. In discharging the above responsibilities, the Board of Trustees may appoint one or more individuals to represent the Board of Trustees in administering and enforcing those responsibilities delegated to them by the Board of Trustees.

3. Levying of Assessments.

a. General and Special Assessments. For the purpose of carrying out the general obligations and powers of the Board of Trustees as set forth in these indentures, an annual general assessment is hereby levied upon and

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against the Owners of the herein defined assessable property and against the assessable property itself. This general assessment shall be an annual charge not exceeding two (2) mills per one dollar (\$1.00) of true value of the assessable property within the Bonneville Center. This general assessment may be increased with the written consent of the Owners of assessable property representing two-thirds (2/3) of the true value of the assessable property subject to these indentures; provided, however, that so long as the Grantor owns more than fifty (50%) percent of the true value of the assessable property subject to these indentures, the general assessment may be increased only with the written consent of the Owners of assessable property representing three-fourths (3/4) of the true value of the assessable property subject to these indentures. Additionally, the Board of Trustees may, by majority vote, levy special assessments to carry out the general obligations and powers for all stated purposes enumerated herein, including legal or other costs of enforcement of these covenants, but the total of such special assessments, if levied, shall be limited to an amount equal to or less than the general assessment in any one calendar year.

(b) Method of Determining True Value. True value as referred to in these indentures shall mean either: the true value ascribed to assessable property in the Bonneville Center by the Office of the Salt Lake County Assessor, Salt Lake County, State of Utah, or its successor, as of December 31st of the year preceding the assessment; or, in the event that the Office of the Salt Lake County Assessor fails for any reason to appraise any assessable property in the Bonneville Center at its true value, the Board of Trustees shall determine the true value by engaging an independent appraiser, who shall be a member in good standing of a recognized American organization of real estate appraisers, to establish as of December 31st of the year preceding the assessment the true value of the assessable property. If the property Owner feels the true value assigned by the Board of Trustees' appraiser is inequitable he may, at his own expense, engage his own appraiser who shall be a member in good standing of a recognized American organization of real estate appraisers to determine the true value of his assessable property. If the Owner's appraiser and the Board of Trustees' appraiser cannot mutually agree on a true value, they shall select a third appraiser who shall be a member in good standing of a recognized American organization of real estate appraisers to make a final determination which shall then establish the true value and be binding upon both the property Owner and the Board of Trustees. Expenses of the third appraiser shall be paid by the Board of Trustees on a reimbursable basis from the property Owner concerned. In any event, the initial assessment levied by the Board of Trustees shall be valid and binding upon each property Owner and due and payable by him as provided herein while the above procedure for resolution of disputed true value is in process. Should this procedure result in a lower assessment against the assessable property, the Board of Trustees shall make a prompt adjustment with the property Owner. If the method or formula used by the Office of the Assessor to determine true values is changed, suspended or amended from that used on

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January 1, 1980, in order to determine general and special assessments pursuant to this paragraph, the Board of Trustees shall be empowered to adopt the changed or amended method of determining the true value; determine the true value of the assessable property as provided above; or, change the method used to levy assessments under these indentures by filing an amendment or supplement to the indentures as provided so as to perpetuate the general intent of this paragraph.

c. Notices of Assessments. Notices of all assessments may be given by certified mail, return receipt requested, addressed to the last known or usual post office address of the holder of legal title of the assessable property and deposited with the United States Postal Service with postage prepaid and said notice shall be considered given when mailed, or may be given by posting a brief notice of the assessment upon the assessable property itself.

4. Loans. The Board of Trustees shall have the right, power and authority: to secure loans at a competitive interest rate at the time the loan is secured in order to obtain funds for the purpose of carrying out the general objectives of these indentures and for the uses as enumerated herein; and to irrevocably pledge, commit and promise to levy special assessments as provided for herein, as the same may be necessary to provide funds for the retirement of loans should funds from the general assessment be inadequate to retire such loans.

5. Procedure and Limitations. All assessments shall be made in the manner heretofore set forth and subject to the following procedures and limitations, to-wit:

a. Use of Funds. All funds received by the Board of Trustees shall be used to provide for, maintain, operate and improve the qualities within Bonneville Center. Specifically funds may be expended to:

(1) Maintain, operate, improve and purchase insurance for interior drainage system and pumping stations, and other assets of the industrial park.

(2) Maintain, operate and improve streets, roads, or drives within the Bonneville Center which have been dedicated to and accepted by the Board of Trustees.

(3) Provide for, maintain, operate and improve those Bonneville Center public facilities such as: parks and recreation areas, lighting of streets and public areas, landscaping, graphic transit and

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circulation systems, street medians, and other improvements and services which in the opinion of the Board of Trustees specifically relate to the enhancement of the overall quality of Bonneville Center in accordance with the purposes and intent as set forth herein.

(4) Provide for and operate an internal security system to include acquisition of or contracting for personnel, devices, equipment and services to protect property in the Bonneville Center.

(5) Provide for and operate the administrative procedures for these indentures to include administrative staff requirements and expenses, liability and other insurance and retirement of debts.

b. Limitations. General assessment funds shall first be used to maintain, operate and improve the interior drainage system and pumping station. The Board of Trustees may establish escrow funds as they deem necessary for future extraordinary maintenance, operation and improvement expenses. After sufficient funds have been provided for the operation and maintenance of the flood control system, remaining funds may be expended for other uses permitted in Paragraph a. supra.

Section I. Ownership of Land.

Except as modified below, the Board of Trustees shall have the right to accept or convey any interest in real property located within the Bonneville Center or contiguous, adjoining or adjacent to Bonneville Center in order to provide, maintain, operate and improve the facilities within Bonneville Center. The Board of Trustees may, in its sole discretion, accept any interest in real property from any property Owner who may wish to donate such real property to the Board of Trustees. If otherwise permitted by law, the Board of Trustees may sell, lease, rent, grant or dedicate to public use or any appropriate utility company or public authority any easement or other real estate or improvement held or maintained by the Trustees for the benefit of the property Owners of the Bonneville Center whether created by these indentures, plat or any other manner. Further the Board of Trustees may sell, lease, rent, grant or dedicate to public use or any appropriate utility company or public authority, any interest in the interior drainage facilities held or maintained by the Trustees; provided, however, that should such conveyance

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of interest by the Board of Trustees be to any person or legal entity except an appropriate governmental agency, the Board of Trustees shall convey subject to any easements existing at the time said interest is granted by the Board of Trustees. The consideration of any sale, lease, rental or grant and the condition of any dedication to any party, private or public, shall include the assumption of the obligation to operate, maintain, repair and reconstruct as necessary the property or facility by the party Grantee accepting such dedication. Subject to the provisions above stated, the Board of Trustees shall have the right and power to sell, lease, rent or encumber any interest in real property held by them, to enter into a joint venture for development of any such interest in real property, or to sponsor, conduct, or jointly undertake research projects with benevolent or other not for profit organizations, if such sale, lease, rental, encumbrance, joint venture or research project shall, in the opinion of the Board of Trustees, contribute substantially to the improvement of the environment or the general purposes and objectives of Bonneville Center, as set forth herein.

ARTICLES IV

GENERAL COVENANTS

Section A. General Principals.

Bonneville Center has been established as a planned, mixed-use business center catering to a wide variety of business, industrial and commercial users; and all covenants as described in this Article are intended to insure compliance with the general purposes and objectives as set forth in these indentures, and upon which the Bonneville Center has been founded.

No portion of the Bonneville Center may be developed or construction of improvements commenced thereon, by any Owner except in accordance with the provisions hereof; and any

violation of the provisions hereof shall subject the Owner of such land to the penalties and remedies herein provided.

Bonneville Center is hereby subjected to the protective covenants, restrictions, conditions, reservations, and easements herein contained to insure the proper use and appropriate development and improvement of each building site, to protect the Owners against improper uses of nearby building sites as will adversely affect the value of their property, to guard against the erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials, to insure adequate and reasonable development of the Bonneville Center, to encourage and secure the erection of attractive improvements, with appropriate locations of structures on building sites, to prevent haphazard and inharmonious improvements, to secure and maintain proper building lines and adequate free spaces between structures, and, in general, to provide for a high standard of development of the Bonneville Center and to preserve and maintain these standards, thereby enhancing the value of investments made by purchasers or users of building sites. Bonneville Center is intended to be developed as a planned, mixed-use business center with the more highly visible sites adjacent to the high image streets such as Amelia Earhart Drive, and those portions of 5600 West Street which abut upon the property, to be of a high quality, aesthetically pleasing nature, and the westerly sites to be of a more functional nature, but developed and maintained in a manner consistent with the intent of this Declaration.

This Article may be used by the Trustees as a standard in judging performance and interpreting the provisions of this Declaration, in establishing Trustee Guidelines and in granting or disallowing approval of improvements by owners.

Section B. Permitted Uses and Performance Standards.

No noxious or offensive trades, services or activities shall be conducted on the premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners

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which may be or become an annoyance or nuisance to other Owners or their tenants by reason of unsightliness, or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

In implementing the foregoing, but not in limitation, the Trustees may use as guidelines the Standards imposed by the City of Salt Lake City or the County of Salt Lake, as set forth in their respective ordinances.

Section C. Review and Approval.

No building, improvement, structure, or landscaping shall be erected, placed or altered on any building site, nor shall any construction be commenced thereon, unless and until plans for such building or other improvements and landscaping have been approved in writing by the Trustees, provided that improvements and alterations which are completely within an already approved and existing building may be undertaken without such approval. The Trustees shall exercise their reasonable judgment to see that all buildings, improvements and landscaping conform and harmonize with existing and contemplated buildings, improvements and landscaping in the Bonneville Center as to external design, quality and type of construction, color, materials, circulation, siting, height, grade and finished ground elevation. The actions of the Trustees through their approval or disapproval of plans and other information submitted pursuant thereto, or with respect to any other matter before them, shall be conclusive and binding upon all interested parties.

All communications, applications, and submittals shall be addressed to the Board of Trustees of Bonneville Center, c/o Beneficial Development Company, Suite 1430, Beneficial Life Building, 36 South State Street, Salt Lake City, Utah 84111, or to any such address as Trustees may hereafter designate in writing, addressed to Owners and tenants of land in the Bonneville Center by certified mail. Notwithstanding the passage

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of any length of time, no application or submittal to the Trustees shall be considered in proper form or approved, unless such approval is specifically given in writing.

Unless otherwise directed in writing by the Trustees, completed detail plans and specifications showing site planning, including parking, loading and unloading, architecture, engineering, landscaping, lighting and environmental considerations, shall be submitted to them in connection with the Trustees' approving construction of any plans, submittal or application.

The Trustees shall have the right to approve a variance in conformance to the provisions of this Declaration resulting from an unintentional error in surveying lot lines or unintentional mislocation of improvements on a building site, or where the application of any of the provisions hereof to a particular building site or a portion thereof will, by reason of unusual circumstances or surroundings, constitute unnecessary hardship, provided that the general purpose and intent of this Declaration will be preserved. All such variance shall be in accord with the appropriate municipal standards.

Neither the Trustees, Grantor, nor any employee or agent thereof, shall be liable to any Owner or tenant or to anyone submitting plans for approval, for any action in connection with its or their duties hereunder. Likewise, anyone so submitting plans to the Trustee for approval, by submitting such plans, and any person when he becomes an Owner or tenant, agrees that he or it will not bring any action or suit to recover any damages against the Trustees, Grantor, or any member, employee or agent thereof, arising or in any way connected with this Declaration.

Section D. Location of Buildings.

Building setbacks are established to provide flexibility, variety, and functional usefulness. The setbacks provide a

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minimum aesthetic standard for the entire development. Setbacks are as follows:

1. Front Building lines (High Image Streets): Buildings on all lots abutting the high image streets known as Amelia Earhart Drive and those portions of 5600 West Street which abut on the property, shall be set back a minimum of 100 feet from such high image street, except for the following:
 - a. Gasoline service station buildings shall be set back a minimum of 50 feet from such high image street.
 - b. Buildings, or portions of buildings, 12 feet or less in height may extend within 50 feet of such high image street for a width not exceeding 25 percent of the width of the lot fronting on such high image street.
 - c. Buildings, or portions of buildings, 35 feet or less in height, may extend to within 75 feet of such high image street for a width not exceeding 25 percent of the width of the lot fronting on such high image street.
2. Front Building Lines (other Streets): Buildings located on lots abutting other streets shall be set back a minimum of 50 feet from such other streets except as follows:
 - a. Gasoline service station buildings shall be set back a minimum of 30 feet from such other streets.
 - b. Buildings, or portions of buildings, 12 feet or less in height, may extend to within 30 feet of such other streets for a width not exceeding 25 percent of the width of the lot fronting on the such other street.
3. Side Building lines: All buildings shall be set back a minimum of 15 feet from the side adjoining property lines. This set back requirement may be waived by the Board of Trustees with the written concurrence of the Owners of all adjoining and adjacent lots.
4. Rear Building Lines: All building shall be set back a minimum of 10 feet from any rear property line. This set back requirement may be waived by the Board of Trustees with the written concurrence of the Owners of all adjoining and adjacent lots.³
5. Discretionary setback variation: The foregoing minimum setbacks have been established to create and preserve an

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attractive setting for buildings located along the street; however, uniformity of setback is not desired and accordingly, the Trustees are authorized, in their sole judgment and discretion, to authorize variations from the minimums on an ad hoc basis when a proposed building or building complex is judged to enhance the street setting rather than detract therefrom. Such variation must be expressly approved in writing by the Trustees, and the decision of the Trustees shall be final.

6. Odd Configurations: In the case of building sites having more or less than four sides, or abutting more than on one street, the Trustees shall determine the required building lines with respect thereto in a manner they deem consistent with the intentions and purposes of this Declaration, and the decision of the Trustees shall be final.

7. Common Area Abutments: In the case of building sites which abut on public places other than streets, the side or rear building lines may be varied with the prior written approval of the Trustees in a manner consistent with the general purposes and intentions of this Declaration, and the decision of the Trustees shall be final.

Section E. Location of Parking Areas.

Parking areas shall be constructed and maintained by the Owner as follows:

1. Parking setbacks:

a. All parking areas shall be set back a minimum of 70 feet from high image streets, except that parking incidental to activities of gasoline service stations may extend to within 30 feet of a high image street.

b. All parking areas shall be set back a minimum of 30 feet from other streets.

c. All parking areas shall be set back a minimum of 5 feet from adjoining property lines, except that if shared parking areas extend across property lines, no side or rear parking setback is required in such shared parking areas, provided that landscaping be provided in the vicinity of such property lines to break the monotony of the parking areas.

d. Parking shall be set back a minimum of 15 feet from the public street side of any building.

2. Parking Requirements:

a. Parking on any streets is prohibited.

b. There shall be sufficient land allocated by the Owner to meet the following minimum parking requirements for the following uses:

(1) Commercial and office use: One space per 300 square feet of gross floor area.

(2) Warehouse use: One space per 1,000 square feet of gross floor area.

(3) Industrial use: One space per 600 square feet of gross floor area.

(4) The foregoing minimum parking requirements may be modified by the Trustees in their sole judgment and discretion, which modification must be in writing.

c. Each Owner and tenant shall be responsible for compliance by its employees, customers and visitors with the parking requirements.

d. All parking and loading areas, as well as drives, shall be surfaced with concrete or asphalt pavement of sufficient strength to support vehicular loads thereon, shall provide a durable and dustless surface, shall be properly marked in accordance with sign regulations herein contained, and arranged to provide for orderly and safe maneuvering and storage of automobiles and trucks.

e. Each Owner shall provide adequate paved space for circulation of traffic in the parking areas and access roads to the street.

f. Truck loading and receiving areas shall not be permitted in the front or side yards of a building site fronting on a street without prior written approval of the Trustees. Truck loading and receiving areas may be permitted in either the side yards or the front yards of building sites, provided that the Trustees approve such loading areas and truck storage on the basis of location of the building site, type, quantity, and nature of screening proposed, and such other consideration as the Trustees may deem relevant, all in a manner they deem consistent with the intentions and purposes of this Declaration. The decision of the Trustees shall be final.

g. Areas used for parking and truck wells shall be screened from view from all streets, freeways, and adjacent property with earth berms, plant material, masonry walls or any combination thereof. Planting used for this purpose shall consist of lineal or grouped masses of evergreen shrubs and/or trees of a minimum height of 30 inches at the time of planting.

Section F. Landscaping, Outside Storage, and Maintenance.

1. Building sites shall be landscaped in accordance with the general landscaping plan for Bonneville Center, and in accordance with a plan submitted to and approved in writing by the Trustees. No tenant or Owner shall erect or occupy any building or structure until such plan, together with adequate provisions for implementing the same (including without limitation adequate facilities for watering grass and plantings) have been approved.
2. The landscape development, after installation, shall be maintained by Owner in a neat and adequate manner, including mowing lawns, trimming hedges, watering when needed, and removing weeds from planted areas.
3. The approved plan for landscaping the building site shall not be altered in any significant manner without submitting the revised plan for written approval by the Trustees.
4. Each Owner and tenant shall keep its premises, buildings, improvements and appurtenances in a safe, sightly, clean, neat and wholesome condition, and shall comply in all respects with all governmental, health, and police requirements. Each Owner and tenant shall remove at its own expense any rubbish or trash of any character accumulating on its property and shall keep undeveloped and landscaped areas neat and well maintained. Rubbish and garbage facilities shall not be visible from a high image street and must be screened to minimize visibility from any other street. Rubbish and trash shall not be disposed of on the premises by burning in open fires or incinerators.
5. Bulk storage of all liquids, including gasoline or petroleum products, on the outside of buildings shall be permitted only with the prior written approval of the Trustees.

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6. On high image streets earth mounding is required as a screen along the street in front of parking and service areas; mounding is not required where landscaping extends from street to building.

7. Surface Drainage: A storm drainage system has been developed for use on all lots within the entire property. It is mandatory that all surface drainage systems be expressly approved in writing by the Board of Trustees prior to installation thereof, and that all surface drainage systems be installed under the supervision of the engineer designated by the Trustees.

8. Site landscaping. Site landscaping includes all planted materials, site furniture, site lighting, and mechanical equipment incident to any building. All site landscaping plans shall be submitted to the Board of Trustees for written approval prior to installation.

9. Site lighting. All site lighting, including floodlighting of buildings, shall be 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 wherever practical. Fixtures for lighting shall be no more than 40 feet in height.

10. 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.

11. All site landscaping shall be completed within 90 days of completion of the building construction, or as soon thereafter as weather permits.

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Section G. Signs:

1. No sign of any kind or description shall be placed on any portions of the lands covered by this Declaration unless or until specific written approval of the size, color, wording and design thereof has been obtained from the Trustees. By way of supplementing and not limiting the powers of the Trustees, all signs shall be conservative and in good taste, shall be identification signs as distinguished from promotional signs or billboards, shall comply with the general purposes of this Declaration, and shall further comply with all applicable laws, ordinances and the like, including, without limitation, rules pertaining to signs and regulations promulgated by the Trustees.

2. Flashing or moving signs, signs above the roof line of any building and exposed neon or other lights shall be prohibited without the prior written approval of the Trustees. Product or service replicas on models are prohibited, unless the same are conservative and in good taste, are for identification purposes as distinguished from promotional purposes and comply with the general purposes of this Declaration. All such signs must receive the prior written approval of the Trustees.

3. Grantor shall be permitted to erect a reasonable number of signs, which shall be conservative and in good taste for the purpose of identifying the Bonneville Center and advertising the availability of buildings and building sites therein.

Section H. Fences:

All fencing within the Bonneville Center shall be approved in writing by the Trustees prior to erection. All wire fencing shall be adequately screened from view from all existing and proposed streets, roads, highways and contiguous building sites

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by earth berms, plant material or both. Fencing within any circulation or drainage easement is prohibited.

Section I. Buildings:

1. All buildings and other structures within Bonneville Center shall be constructed of attractive exterior faces of high quality materials. Specific materials which shall not be approved include exposed, non-architecturally treated concrete blocks and exposed, unpainted or unfinished galvanized metal siding. Other exposed metal panels and concrete blocks shall be architecturally finished in a manner approved by the Trustees. All building exterior colors shall be approved in writing by the Trustees.
2. During construction, all building sites (and streets used by construction equipment) shall be kept in a reasonably clean and neat condition, and all trash, rubbish and debris (including mud and dirt on streets) shall be kept removed therefrom during any construction work thereon, with final removal to be accomplished promptly after completion of such work. All building sites will also be required to provide on-site siltation controls during construction of improvements so as to protect the interior drainage system of the Center.
3. After commencement of construction of any improvements, the work shall be diligently executed so that such improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion.

Section J. Maintenance:

Buildings, Landscaping and other improvements shall be continuously maintained so as to preserve a well-kept appearance. If the Board of Trustees is not satisfied with the level of maintenance on a lot, it shall so 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 Trustees. If

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in the opinion of the Trustees, the Owner has failed to bring the lot to an acceptable standard within such thirty (30) day period, the Board of Trustees may order the necessary work performed on the lot at the Owner's expense, together with interest at the rate of eighteen percent (18%) per annum. Multiple Owners of lots shall be jointly and severally liable for such expense.

Section K. 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.

ARTICLE V

RIGHTS TO COMMON AREAS AND COMMON FACILITIES

Section 1. Ownership of Common Areas:

The Common Areas located within the Bonneville Center shall be held in trust for the use and benefit of all of the Owners.

Section 2. Owners Easements of Enjoyment:

Every Owner shall have a right and easement of enjoyment in and to all of the Common Areas and Common Facilities, which right and easement shall be appurtenant to and shall pass with the title to every lot. Every Owner may delegate his right and easement to the Common Areas and Common Facilities to his employees, tenants, invitees, lessees, guests or contract purchasers.

Section 3. Limitation on Easement:

An 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 not be exercised in any manner which substantially interferes with the purposes for which

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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 the City of Salt Lake, the County of Salt Lake, and any other governmental or quasi-governmental body having jurisdiction over the entire Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the entire Property for purposes of providing police and fire protection, and providing any other governmental or municipal service.

C. The right of Declarant to dedicate or transfer all or any part of the Common Areas and Common Facilities to any Public Entity for such purposes and subject to such conditions as may be agreed to by Declarant. Upon any dedication or transfer of Common Areas and Common Facilities hereunder, the provisions of this Declaration relating to the maintenance thereof shall terminate to the extent the Public Entity assumes such maintenance.

D. The right of the Trustees, in their sole discretion, to grant such utility and right-of-way easements as may be necessary or convenient to the entire Property and/or the development of any portion thereof.

ARTICLE VI

MAINTENANCE OF COMMON AREAS AND COMMON FACILITIES

Section 1.

The Board of Trustees 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. The cost for maintaining said Common Areas and Common Facilities shall be paid for by the Trustees out of

the assessments made to each Property Owner, as provided for herein.

Section 2. Effective Public Entity:

In the event the Board of Trustees conveys Common Areas and Common Facilities to a Public Entity, then and in that event there shall be no assessments levied pursuant to this Declaration with respect to said Common Areas and Common Facilities. The responsibility of maintenance and operation would then be assumed by said Public Entity, but said Public Entity may levy its customary taxes or assessments to provide for such maintenance and operation.

Section 3. Insurance: The Board of Trustees shall acquire and maintain insurance against insurable hazards in amounts which reasonably protect the Trustees from loss and/or liability arising from the hazards insured against, including any property owned and utilized by the Board of Trustees in connection with the Common Areas and Common Facilities. Such insurance coverage may be written in the name of, and the proceeds thereof payable to, the Board of Trustees, as Trustees for the Owners. Such insurance may included but is not limited to fire insurance, comprehensive liability insurance and Workmen's Compensation Insurance. Premiums for insurance carried by the Board of Trustees shall be a common expense included in the assessments charged against each of the Owners as provided for herein.

Section 4. Replacement or Repair of Property.

Damaged or destroyed Common Areas and Common Facilities, or the property of the Trustees used in connection with the Common Areas and Common Facilities shall be repaired or replaced by the Board of Trustees utilizing insurance proceeds therefor. In the event there are no insurance proceeds or the insurance proceeds are insufficient to cover the costs of repair or replacement of the damaged or destroyed property, the Board of Trustees may make a special assessment to the Owners to cover such cost. In the

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event the Owners fail to approve an assessment for such repair or replacement, the Board of Trustees shall not be required to make such repair or replacement at its expense.

ARTICLE VII

ADDITIONAL LAND MAY BE MADE SUBJECT HERETO

The Grantor shall have the right at any time before it has conveyed all of the land then subject hereto render other land also subject and subservient to these indentures in all respects if such land is contiguous, adjoining, adjacent or in close proximity to land then subject to this instrument by executing, delivering to the Board of Trustees, and recording in the Salt Lake County records:

- A. A description of the land to be added made subject and subservient to these indentures.
- B. A statement that Grantor is the Owner in fee simple of such land to be added; or, in lieu thereof, all persons, firms or corporations having an interest in such land to be added, shall join in such supplement.
- C. A statement of any additional restrictions and burdens to which the land to be added shall be subjected, if any, and a statement of any restrictions, burdens and provisions of these indentures which shall be applicable in modified form, if any. Following the execution, delivery and recording of such supplement, but subject to its terms, such land to be added and the then and future Property Owner thereof shall in all respects be fully subject to these indentures and any modification thereof and all rights, privileges, obligations, duties, liabilities, responsibilities, burdens and restrictions, including the right to serve as an elected member of the Board of Trustees and to the payment of assessments as though said land had originally been included in and subject to these indentures.

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ARTICLE VIII

DURATION OF DECLARATION

Each of the conditions, covenants, indentures, restrictions and reservations herein contained shall continue to be binding upon the Grantor and upon its successors and assigns and upon each of them, and all parties and persons claiming under the Grantor in perpetuity, provided that at any time Grantor and the Owners of two-thirds (2/3) of the true value of the assessable property in Bonneville Center may, by written declaration signed and acknowledged by them and recorded in the Salt Lake County records, alter, amend, extend, supplement, add to, or terminate such restrictions, conditions, covenants and indentures, provided that such alteration, extension, supplement, addition, amendment, or termination shall insure provisions for the perpetual operation and maintenance of the of the interior drainage system. The Board of Trustees is granted the right and authority to alter, amend, extend, supplement, add to or terminate all or parts of these indentures, if such be authorized by these indentures or required to comply with the rules of any governmental agency or law, whether, federal, state or local.

ARTICLE IX

ENFORCEMENT

Section 1. Binding Effect of Covenants.

The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of Grantor and the now and future Owners of every part of the lands now or hereafter covered by the provisions hereof, shall create mutual, equitable servitudes upon such building site in favor of every other site, and shall create reciprocal rights and obligations between and among Grantor and the respective Owners and tenants of all building sites, and

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privity of contract and estate between Grantor and all Owners of said building sites, their heirs, successors and assigns.

Section 2. Standing to Enforce.

These conditions, covenants, restrictions and reservations may be enforced as herein provided by Grantor or any Owner, as well as by the Trustees acting for themselves or on behalf of Grantor and Owners. Violation of any condition, covenant, restriction or reservation herein contained shall give to Grantor, the Trustees, and the Owners, or any of them, the right to bring proceedings at law or in equity against the party or parties violating or attempting to violate any of said covenants, conditions, restrictions and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from any such violation. Every act, omission to act, or condition which violates the covenants, conditions, restrictions and reservations herein contained shall constitute a nuisance and every remedy available at law or in equity for the abatement of public or private nuisances shall be available to Grantor Owner and the Trustees Owners. In any legal or equitable proceeding brought by the Grantor or Trustees to enforce the provisions hereof or to enjoin their violation, the party or parties found to be violating the provisions of these covenants shall pay reasonable attorneys' fees in such amount as may be fixed by the court in such proceedings. If judgment is entered against an Owner, that judgment, together with fees and costs allowed, shall be deemed a lien against Owner's property in like manner as an assessment and may be enforced by Grantor Owners, or the Trustees, accordingly. Such remedies shall be cumulative and not exclusive.

Section 3. Trustees' Penalty

In addition to, and not by way of limitation, any of the remedies provided herein for the enforcement of the provisions of this Declaration, in the event an Owner shall cause or allow a

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violation of any condition, covenant, restriction or reservation herein contained, after seven (7) days' written notice to such Owner of such violation, the Trustees may impose a penalty for each violation of not more than Two Hundred Fifty Dollars (\$250.00) for each and every day that such violation continues. If such penalty or penalties are not paid after written notice and demand therefor by the Trustees, the same shall become a lien on such Owner's land in like manner as assessments herein, upon the recording of an affidavit by one or more of such Trustees setting forth the nature of the violation, the nature and amount of such penalties, and the giving of notice and demand. Monies collected on account of the imposition of such penalties shall be used first to defray any costs of enforcement against such Owner, and the balance, if any, shall be applied to the Trustees' general fund otherwise provided by general assessments. Such remedies shall be cumulative and not exclusive.

Section 4. Enforcement of Assessments.

A. Every assessment shall become due and payable within thirty (30) days after notice is given. From and after the date when said payment is due, it shall bear interest at the rate of eighteen (18%) percent per annum until paid, and such required payment and interest shall constitute a lien upon said building site which shall continue in full force and effect until said amount is fully paid. At any time after the passage of a resolution levying an assessment has been entered in the Trustees' minutes, the Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more building sites and cause the same to be recorded in the Office of the Recorder of Salt Lake County, Utah. The Trustees may, upon payment, cancel or release any one or more building sites from the liability or assessment (as shown by recorded instrument) by executing, acknowledging

and recording (at the expense of the Owner of the property affected) a release of such assessment with respect to any building site or sites affected, and the Board of Trustees shall cause to be noted from time to time in the minutes of their proceedings the payment made on account of all such assessments.

B. All statutory laws and rights for enforcing and collecting general taxes, judgment liens or other impositions against real property in the State of Utah, now or hereafter existing, shall be available for the use of the Trustees in collecting assessments. The Trustees shall have the power to sue, levy and attach in their names as Trustees and to settle, compromise and dismiss claims as in their judgment they deem appropriate.

C. The lien of all assessments levied and recorded, as herein provided, shall take precedence over any and all mortgages and deeds of trust or any other liens (except liens securing construction or permanent loans for improvements thereon) hereafter placed on any of the property covered hereby, and, once levied and recorded, shall be deemed prior and superior to the lien of any mortgage or deed of trust (except liens securing construction or permanent loans for improvement thereon) not executed and properly recorded at the time of recording of this Declaration.

Section 5. Breaches of Covenants.

In the event any Owner or tenant, or agents or employees of either, do not comply with any of the provisions, covenants, conditions or restrictions of this Declaration within ten (10) days after written notice by the Trustees of non-compliance, the Trustees and their representatives or employees shall have the right to enter on such building site and perform the work necessary, appropriate or desirable to cure the non-compliance

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specified in such notice. If the cost of such work is not paid within ten (10) days after demand is made therefor upon such Owner, it shall become a lien on such land the same as and to the extent provided for general assessments in this Declaration.

Section 6. Lien for Legal Expenses.

Without limitation, the amount of all legal and other costs incurred by the Trustees in enforcing any of the provisions of this Declaration, upon the recordation of a written statement thereof by the Trustees, shall be deemed an assessment against the land so involved and shall constitute a lien on said land in like manner as the assessments otherwise herein provided for. The power to impose such costs and expenses as a lien on property shall be in addition to, and not to the exclusion of, any other remedy which the Trustees may have at law or in equity.

Section 7. Waiver of Future Rights.

The failure of Grantor, the Trustees or any Owner to take action to enforce the provisions hereof or to enjoin their violation shall in no event be deemed a waiver of its right to subsequently do so, nor shall it be deemed a waiver of any subsequent default or of the continuation of any existing default.

Section 8. Severability.

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

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1. Written Approval of Trustees.

Notwithstanding anything herein to the contrary, no approval by the Trustees of any application, submittal or the like, shall be deemed effective unless the same is in writing.

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Section 2. Lien Priorities.

All restrictions and other provisions herein contained shall be deemed prior and superior to all mortgages and deeds of trust hereafter executed upon land subject to this Declaration; provided, however, that violation of these restrictions shall neither defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value. Without limitation, if any portion of said Property is sold under foreclosure of any mortgage or deed of trust, any purchaser at such sale, his successors and assigns, shall hold any and all properties so purchased subject to all of the restrictions and other provisions hereof as fully as if they were an original party to this Declaration.

Section 3. Dedication.

Grantor and other Owners may, from time to time, dedicate portions of the property covered hereby to various governmental bodies or to public utilities to be used as public streets, utility easements, railroad tracks, or similar purposes essential or desirable to use and development of the Bonneville Center. So long as any of the foregoing are so dedicated or conveyed by deed or easement for such purposes and are used for such purposes, they shall automatically be released from the effect of this Declaration; provided, however, that if any of the foregoing are vacated or disclaimed, and revert to and become part of an adjoining building site or the like, they shall automatically come under the terms and provisions of this Declaration.

Section 4. Consent to Covenants.

Except as provided in the preceding Section, every person who now or hereafter owns or acquires any right, title, estate or interest to any portion of the property covered hereby is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or

not reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.

Section 5. Construction in Accordance with Utah Law.

This Agreement and the separate provisions hereof shall be construed and enforced in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this Declaration to be executed by its duly authorized officers this 10th day of June 1981.

BENEFICIAL DEVELOPMENT COMPANY

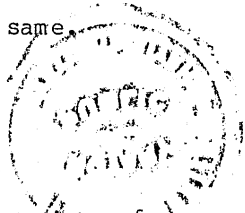
Marvin C. Steadman
Marvin C. Steadman, President



Richard R. Neslen
Richard R. Neslen, Secretary

State of Utah)
) : ss:
County of Salt Lake)

On this day of 1981, personally appeared before me MARVIN C. STEADMAN and RICHARD R. NESLEN, who being by me duly sworn did say, each for himself, that he, the said Marvin C. Steadman, is the President, and he, the said Richard R. Neslen, is the Secretary of Beneficial Development Company, and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors, and the said Marvin C. Steadman and Richard R. Neslen each duly acknowledged to me that said Corporation executed the same



Merri J. Hunter
NOTARY PUBLIC

Residing at Salt Lake City, Utah

My commission expires:
7-10-83

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EXHIBIT "A"

LEGAL DESCRIPTION

BONNEVILLE CENTER (CONVEYED PARCEL)

Beginning at a point which lies S0°02'12"W, 99.44 feet and S89°58'02"W, 110.00 feet from the east 1/4 corner of Section 35, T1N, R2W, SLB & M, and running thence S0°02'12"W, 730.03 feet; thence S2°34'W, 680.84 feet; thence S82°12'50"W, 242.86 feet; thence S73°18'16"W, 276.67 feet; thence S65°05'02"W, 295.34 feet; thence S89°58'W, 2156.74 feet; thence N0°02'54"E, 399.96 feet; thence S89°58'45"W, 58.24 feet; thence N0°02'54"E, 2143.99 feet; thence N89°58'45"E, 1227.11 feet to the point of curvature to a 950.00 foot radius curve to the right (central angle = 44°58'01"); thence southeasterly along the arc of said curve 745.86 feet; thence S45°02'14"E, 606.17 feet to the point of curvature to a 650.00 foot radius curve to the left (central angle = 44°59'44"); thence easterly along the arc of said curve 510.46 feet; thence N89°58'02"E, 196.90 feet to the point of beginning, containing 153.631 acres.

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EXHIBIT "B"
DEFINITION OF TERMS

"Building Line or Lines" shall mean the minimum distance which buildings, outbuildings and structures shall be set back from the property or street right-of-way lines.

"Building Site" shall mean a parcel of land the size and dimension of which shall be established by the original conveyance from Grantor to the first fee simple Owner thereof. Any such tract may consist of one or more contiguous lots or parts thereof. If two or more building sites are acquired by the same Owner in fee, such commonly owned building sites may, at the option of the Owner, be combined and treated as a single building site for the purpose of this Declaration, provided that the construction and location of improvements thereon shall nevertheless be subject to review and approval as hereinafter set forth.

"Bonneville Center" shall mean and include all of the lots, parcels and tracts of ground included in the plats of Beneficial Development Company, and the unplatted lands as heretofore identified of record, unless extended or enlarged as herein provided.

"Grantor" shall mean Beneficial Development Company.

"Improvements" shall mean and include all construction and work necessary or appurtenant to the improvement of a building site for occupancy for a permitted use and shall include but not be limited to buildings, appurtenant outbuildings, parking and loading areas, access roads and driveways, signs, utilities,

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fences, lawns and landscapings, and any structure of any type or kind.

"Owner" shall mean the party or parties owning fee simple title to a building site as shown on the records of the Salt Lake County, Utah, Recorder, as of the date any action is to be taken by or affecting such Owner under the provisions hereof, and shall also mean and include any person designated in writing, whether in a lease or otherwise, by such record Owner to act in the manner provided herein with complete authority in the place of such Owner in the matter for which any such action is taken, provided a copy of such written designation has previously been furnished to the Trustees.

"Common Areas" shall mean and include the following: Any parcel of land designated as a common area on a recorded Division Map and/or Supplemental Declaration relating to a portion of the entire Property.

"Common Facilities" shall mean and include the following which shall be located within drainage easements and public rights-of-way at such time as such easements are created and such facilities are constructed:

- A. All drainage easements and their drainage systems.
- B. Landscaping.
- C. Irrigation systems and associated pumps and hardware.
- D. Street signs.
- E. Street lights.
- F. Street furniture.
- G. Any other facilities specifically designated in any Supplemental Declaration relating to a portion of the entire Property as being "Common Facilities".

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"Lots" shall mean any parcel of land shown upon any recorded subdivision map of the entire Property, except dedicated public rights-of-way and Common Areas and Common Facilities.

"Board of Trustees" shall mean the Board of Trustees as defined in ARTICLE III, hereof.

"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, storage tanks, canopies, enclosed malls and porches.

"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, all harmoniously combined with themselves and with other improvements.

"Occupant" shall mean an entity, whether it be an individual, corporation, joint venture, partnership or association, which has purchased, leased, rented or otherwise legally acquired the right to occupy and use any building or lot, whether or not such right is exercised.

"High Image Street" shall mean Amelia Earhart Drive, and those portions of 5600 West Street which abut upon the entire Property, and such other streets as may be specifically designated in Supplemental Declarations as being high image streets.

"Center" shall mean the entire Property as from time to time developed and known as the "Bonneville Center".

"Land Areas" shall mean the entire parcel referred to except dedicated rights-of-way and Common Areas and Common Facilities.

"Set Back" shall mean the distance from the property line of the lot to the improvement that is subject to the set back requirement provided in this Declaration or in any Supplemental Declaration.

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