

ENT27858 BK 2543 PG 77
NINA B REID UTAH COUNTY RECORDER DEP HB
1988 SEP 16 3:29 PM FFE .00
RECORDED FOR PROVO CITY

**SUPPLEMENTAL DECLARATION OF ESTABLISHMENT OF EASEMENTS,
COVENANTS, CONDITIONS, AND RESTRICTIONS OF EAST BAY BUSINESS
CENTER, PLAT I**

This Declaration, is made this 26th day of July, 1988.
by PROVO CITY CORPORATION, a municipal corporation of the State
of Utah, and ANDREW CHRISTIANSEN, an individual, hereinafter
referred to as the "Declarants."

RECITALS:

- A. Declarants are the owners of certain property in the City of Provo, County of Utah, State of Utah, known as the East Bay Business Center, Plat I, more particularly described in Exhibit "A" attached hereto, and by this reference incorporated herein, which property is hereinafter referred to as "Plat I," and
- B. Plat I, lies within and is a part of East Bay Business Center, a Business and Research Park, hereinafter referred to as the "Center," for which Declarants have made and recorded a Master Declaration of Protective Covenants, Conditions and Restrictions for East Bay Business Center, hereinafter referred to as "Master Declaration", which Master Declaration was recorded March 10, 1986, as Entry No. 6984 in Book 2286 at Page 681 of the Official Records of the Utah County Recorder; and
- C. Said Master Declaration provides that Supplemental Declarations may be made and recorded relating to all or part of the Entire Property as defined therein, to provide for preservation of the values and amenities in the Center. To this end and for the benefit of Plat I, and the Owner(s) thereof, Declarant

desires to subject Plat I to the easements, covenants, conditions, restrictions, charges, and liens hereinafter set forth.

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

ARTICLE I

Except as expressly hereinafter provided, Declarant hereby adopts all of the provisions of the Master Declaration into this Supplemental Declaration to the same full extent and effect as if said Master Declaration were set forth in full herein; provided however, that whenever reference is made to the Entire Property in said Master Declaration, such term shall be deemed to mean Plat I, for the purposes of this Supplemental Declaration. All terms capitalized herein, unless defined herein, shall have the meaning set forth in the Master Declaration.

ARTICLE II

Signs

Signs used in Plat I, shall comply with adopted sign requirements. The Owner or Developer will submit in connection with his project application a rendering of the anticipated signs

to be used on the premises showing details on design, color, materials, location, size, height, supports, and lighting. If lit, source of illumination (bulbs, fluorescent tubes, etc.) shall not be directly exposed to view. No sign of a flashing or moving character shall be installed. Two sets of the materials showing the above requirements shall be filed with the governing board of the East Bay Business Center Association (the "Board") not less than fourteen days prior to the scheduled meeting of the Board. Signs shall conform to the provisions set forth in the Environmental Guidelines for East Bay Business Center and all requirements of the Provo City Zoning Ordinance.

ARTICLE III

Location of Building, Set Back Requirements

All buildings constructed in Parcel I, shall conform to the following set back requirements:

(a) Frontage Set Backs. Minimum of thirty (30) feet for Buildings.

(b) Side Yards. Minimum of fifteen (15) feet from adjoining property.

(c) Rear Set Backs. Rear set backs of Parcels abutting each other shall be thirty (30) feet. Rear set backs for parcels abutting the golf course or water features will be a minimum of twenty (20) feet. In the case of restaurants and other similar uses, variances may be allowed upon approval of the Board so long as the minimum requirements of the Provo City Zoning Ordinance are maintained.

ARTICLE IV

Open Space

It is the intent of the Declarant that a quality environment be established in the East Bay Business Center through the establishment of quality open space, both public and private. In order for this to be successfully accomplished, any project to be built in the East Bay Business Center shall conform to the following requirements:

(a) Open Space. At least 20 percent of the entire project site shall be left in open space and developed as called for in the Environmental Guidelines.

(1) Public rights-of-way and common open space shall not be included as part of this open space requirement.

(2) Walkways, parking, drives, etc., shall not be included as part of the open space requirement.

(3) All open space shall be landscaped with any acceptable combination of trees, shrubs, ground cover and/or lawn.

(b) Landscaping. All open space shall be landscaped and irrigated unless otherwise approved by the Board. All landscaping and irrigation shall conform to the Environmental Guidelines to insure both a quality environment and ease of maintenance.

Property lines adjacent to the golf course shall be planted with a row of dense screening and barricading shrubbery, of types specified by the Environmental Guidelines, which are intended to

provide mutual security to the properties and avoid liability and hazards.

The Board shall reserve the right, as a landscape option, to require the installation of security fencing along said property lines adjacent to the golf course if the shrubbery is improperly maintained or fails to provide adequate security and safety to the public.

(c) Trees. The most sensitive aspect of landscaping in the park is tree planting. In order to maintain the parklike atmosphere intended for East Bay Business Center, the following is required:

- (1) Approximately 30 trees to the acre of open space shall be used as a minimum standard.
- (2) Tree sizes and types shall conform to the Environmental Guidelines.

ARTICLE V

Roads and Parking

(a) On Site Parking. Owners within the Plat shall provide on-site parking for all needs as indicated for their specific business types as specified below:

- (1) Industrial Use. One space for each 600 square feet of building.
- (2) Warehouse Use. One space for each 1,000 square feet of building.
- (3) Office and Commercial Use. One space for each 300 square feet of building.

(b) Parking Near Roads, Lakes, or Golf Course. All parking towards a road or lake shall be screened with mounding or landscaping, or a combination of the same. No parking shall be allowed within twenty (20) feet of lake edge nor within fifteen (15) feet of the golf course.

(c) Parking Area Set Back. Except where a plan for shared parking has otherwise been properly approved, the following set back requirements for parking areas shall apply:

(1) Frontage Set Back. A minimum of thirty (30) feet from road.

(2) Side Yard. A minimum of six (6) feet from adjacent property.

(3) Rear Yard Set Back. A minimum of eight (8) feet from adjacent property, except from water features and the golf course where a minimum of twenty (20) feet shall be maintained.

(d) Parking Restraints. No parking will be permitted on access roads or driveways and no double-parking will be allowed. Where possible, parking parcels should include planted islands and trees as approved by the Board.

(e) Zoning Compliance. In all cases, parking elements shall meet the minimum requirements of the Provo City Zoning Ordinance.

ARTICLE VI

Additional Prohibitions

Notwithstanding any other provisions contained in the Master Declaration or this Supplemental Declaration, no portions of the

Entire Property lying South of 900 South, West of 350 East, East of University Avenue or North of the boundaries of the new Municipal Golf Course shall be used for any activity which creates or produces odors, noise, visual blight, or similar nuisances to adjacent properties, including outdoor storage of any type. The Board shall be the sole judge of whether a proposed activity falls within such categories. All proposed uses must also conform to the provisions of the Provo City Zoning Ordinance.

ARTICLE VII

Illumination of Buildings and Grounds

All exterior light fixtures in the Plat are to be concealed source fixtures except for pedestrian oriented accent lights. All such fixtures shall conform to the standards set forth in the Environmental Guidelines for the East Bay Business Center.

ARTICLE VIII

This Supplemental Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Supplemental Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, to a maximum of ninety-nine (99) years, unless modified or terminated pursuant to Article II, Section 26 of the Master Declaration; provided however, that in no event shall this Supplemental Declaration survive the termination of the Master Declaration. This Supplemental Declaration may be amended, in the manner provided in Article II, Section 26, of the Master

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Declaration, provided that no such amendment shall render this Supplemental Declaration less restrictive than the Master Declaration. Any amendment or termination hereof must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto caused this Supplemental Declaration to be executed the day and year first above written.

PROVO CITY CORPORATION, a municipal corporation of the State of Utah

ATTEST:

Marilyn J. Deary
City Recorder

BY: Joseph A Jenkins
JOSEPH A JENKINS, Mayor for
and on behalf of PROVO CITY
CORPORATION

ATTEST:

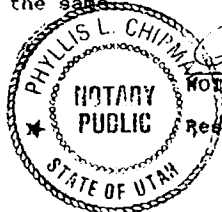
Mike Varchese

BY: Andrew Christiansen
ANDREW CHRISTIANSEN

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

Ruth A. Christiansen
RUTH A. CHRISTIANSEN

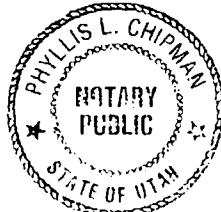
On the 26th day of July, 1988, personally appeared before me JOSEPH A JENKINS, who being by me duly sworn, did say that he is the Mayor of PROVO CITY CORPORATION, a municipal corporation of the State of Utah, and that the foregoing Supplemental Declaration was signed in behalf of said corporation by authority of a resolution duly adopted in accordance with law, and the said JOSEPH A JENKINS duly acknowledged to me that said corporation executed the same.



Phyllis L. Chipman
NOTARY PUBLIC
Residing at: American Fork, Utah

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the 26th day of July, 1988 personally appeared before me ANDREW CHRISTIANSEN, who being by me duly sworn, did say that he is the owner of said property described in Exhibit "A" attached hereto, and that the foregoing Supplemental Declaration was signed in accordance with a prior agreement between PROVO CITY CORPORATION and ANDREW CHRISTIANSEN.



Phyllis L. Chipman
NOTARY PUBLIC
Residing at: American Fork, Ut.