



ENT 49072:2014 PG 1 of 16
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Jul 16 2:43 pm FEE 40.00 BY SW
RECORDED FOR MARTY BILJANIC

When recorded, return to:
Wadsworth Springville, LLC
166 East 14000 South, Suite 210
Draper, Utah 84020

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS (“**Declaration**”) is made to be effective as of this 10 day of July, 2014, by WADSWORTH/MOORE SPRINGVILLE, LLC, a Utah limited partnership (“**Declarant**”).

RECITALS

WHEREAS, Declarant is the fee owner of that certain real property situated in Utah County, Utah (the “**Property**”), and more particularly described on Exhibit “A” attached hereto; and

WHEREAS, Declarant plans to develop the Property as an integrated office and retail sales area (the “**Shopping Center**”), in accordance with the site plan attached hereto as Exhibit “B” (“**Site Plan**”) as amended from time to time as provided herein and incorporated by this reference; and

WHEREAS, the Property may also be subdivided into individual parcels (the “**Parcel**” or “**Parcels**”) which are part of the Shopping Center and which may be utilized by more than one occupant; and

WHEREAS, Declarant, as “**Developer**” of the Property desires that the Shopping Center be subject to certain easements, covenants, conditions and restrictions all as hereinafter set forth; and

WHEREAS, Declarant desires to operate the entire parcel as an integrated center, so as to provide common access to all portions of the Parcels and to provide for the placement of such signs as may be allowed by applicable governmental authorities and approved by an Architectural Control Committee.

NOW, THEREFORE, Declarant does hereby establish the covenants, easements, restrictions, liens and charges hereinafter set forth, as follows:

1. Common Areas. As used herein “**Common Area**” shall mean all real property within the Parcels except those areas occupied by buildings. Docks, loading areas, service areas and canopies which are attached to buildings but which extend over the Common Area shall be deemed to be part of the building which they serve or to which they are attached and not part of the Common Area.

2. Creation of Easements.

- (a) Common Access. Declarant hereby declares and establishes for the benefit of all occupants and their customers, invitees and employees, a non-exclusive right of ingress and egress for pedestrian and vehicular traffic over and across the Common Access areas as shown on the Site Plan attached hereto as Exhibit "A" (the "**Common Access Areas**").
- (b) Reconfiguration. Declarant may reconfigure, realign or relocate any access point or other portion of the Common Access Areas, provided such reconfiguration, realignment, or relocation does not unreasonably obstruct the traffic flow and free access between the Parcels.
- (c) Utility and Service Easements. Declarant hereby declares and establishes for the benefit of all owners of all Parcels an easement over the Common Areas for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Common Area and buildings to be erected on the Parcels. In addition, Declarant and any successor owner of any Parcel shall cooperate in granting additional appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Common Area and buildings to be erected on the Parcels. Declarant and all owners of Parcels will use reasonable efforts to cause the installation of such utility and service lines prior to paving of the Common Area.
- (d) Parking. Each Parcel shall have nonexclusive, irrevocable easements, coupled with an interest in, to, over and across the Property, for the parking of vehicles in the parking areas depicted on the Site Plan. Parking ratios shall be determined according to all applicable laws, rules or regulations governing or relating to parking accommodations. Each Parcel shall have enough parking on its own parcel for the intended use of the building(s) constructed thereon.

3. Common Area: Use, Maintenance.

- (a) Use. Subject to existing easements of record, the Common Area shall be used for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, driveway purposes and the access, comfort and convenience of customers, invitees and employees of all businesses and occupants of the buildings constructed on the Parcels.
- (b) No Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained on the easement areas of record, Common Area or any portion

thereof, by any future owners or their occupants which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement over the Common Area, including without limitation, pedestrian and vehicular traffic between the Parcels.

- (c) Curb Cuts. Developer shall review and approve all curb cuts on any Parcel which may prevent or impair the use, access to and/or movement over the Common Area, (which curb cuts shall also be subject to approval of applicable governmental authorities, if necessary).
- (d) Limitations on Common Area Use.
- i. Customers. Customers and invitees shall not be permitted to park on the Common Area except while shopping or transacting business with the owners or occupants of the Parcels.
 - ii. Employees. Employees shall not be permitted to park on the Common Area except in areas designated as "Employee Parking Areas". Declarant shall from time to time designate Employee Parking Areas. The employees of each Parcel owner and its occupants shall park only on the Parcel on which they are employed.
 - iii. General. All of the uses permitted within the Common Area shall be used with reason and judgment so as not to interfere with the primary purpose of the Common Area which is to provide parking for customers, invitees and employees of the businesses conducted within the buildings on the Parcels and for the servicing and supplying such businesses.
- (e) Maintenance. Developer shall maintain or cause to be maintained the Common Area (including the Common Area located upon each Parcel) at all times in good and clean condition and repair, provided, however, that Developer may, if it so desires, contract for such maintenance or any services described herein to be provided by an outside agent. During initial development of the Shopping Center, Declarant may delegate the maintenance of certain portions of the Common Area to the owner(s) of such Parcel upon which the Common Area is located. Common Such maintenance is to include, without limitation, the following:
- i. Maintaining, repairing, replacing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary;

- ii. Removing all papers, debris, filth and refuse (including refuse removal from Common Area trash containers) and thoroughly sweeping and steam cleaning (as necessary) the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
- iii. Removing all snow/ice from drive aisles and sidewalks, which snow shall be stored in a location in the Shopping Center as determined in Developer's sole discretion, but which shall not materially interfere with access by the owners or occupants to the buildings;
- iv. Maintaining, repairing and replacing, when necessary, all traffic directional signs, markers and lines;
- v. Operating, maintaining, repairing and replacing, when necessary, such artificial lighting facilities as shall be reasonably required;
- vi. Maintaining all landscaped areas (including, without limitation, those on the perimeter, but within the boundary, of the Property); maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines; and replacing shrubs and other landscaping as is necessary;
- vii. Maintaining, repairing and replacing, when necessary, all Common Area walls;
- viii. Maintaining, repairing and replacing, when necessary, all storm drains, sewers and other utility lines and facilities not dedicated to the public or conveyed to any public or private utility which are necessary for the operation of the buildings and improvements located on the Property (with the cost of all such items being allocated between the owners of all buildings and improvements serviced or to be serviced by said facilities on the basis of their respective building square footage);
- ix. Keeping the pylon sign(s) ("Sign") lighted from dusk to dawn or during such other times mutually agreed in writing by the businesses designated thereon;
- x. Maintaining, repairing and replacing, when necessary, the pylon sign structure(s) (except for the sign fascia and cans which shall be supplied and maintained by the businesses designated thereon). Notwithstanding the other provisions of this Declaration, the cost of maintaining, operating, lighting, repairing and replacing the pylon sign structure(s) shall be paid by Developer and Parcel owners in the

proportion that the total square footage of each party's designation or designations bears to the total square footage of all designations entitled to be displayed thereon.

- (f) Buildings. Each Parcel owner shall maintain or cause to be maintained the exterior of all buildings on the owner's Parcel and the service facilities serving such building(s) in a good condition and repair comparable to that of first class shopping centers of comparable size and nature located in the same geographic area as the Property, and in all cases, in compliance with this Declaration. Such maintenance shall include the removal of graffiti in a prompt manner and the periodic painting of the exterior of such building(s) as necessary if painting is customary with respect to the exterior construction materials employed for such building. All service facilities (excluding drive through facilities) shall be attractively screened from view from the parking areas.
- (g) Taxes. Applicable property taxes pertaining to the Property shall be included in the Common Area Maintenance Costs described in section 3(h) until such time as the Property is subdivided into separate Parcels.
- (h) Insurance. Developer shall provide liability insurance for the Common Area, as further described in Section 5(b)(ii) below, the cost for which shall be included in the Common Area Maintenance Costs described in section 3(h).
- (i) Expenses. Developer shall pay all costs of maintenance, and shall bill each respective owner or occupant on a monthly basis, and each respective owner or occupant shall pay monthly their pro rata share of the maintenance expense of their respective Parcels (with the cost of all such items being allocated between the owners/occupants of all buildings and improvements serviced or to be serviced by said facilities on the basis of their respective building square footage) ("**Common Area Maintenance Costs**"), plus a management fee in an amount of Four Percent (4%) of Gross Revenues for the Shopping Center to be assessed by Developer ("**Maintenance Fee**") to cover supervision, management, accounting and similar fees. As used herein, "Gross Revenues" shall include all rental and other receipts arising out of the use and occupancy of the Shopping Center.

4. Maintenance of Respective Parcels, Buildings and Easement Areas.

- (a) At all times during the term of this Declaration, each Parcel owner or occupant shall maintain their respective Parcel and Common area as follows:
 - i. The Parcel owners and occupants shall keep their respective Parcel and Common Area located thereon in a clean and slightly condition

and in good condition and repair, consistent with the character and quality of improvements constructed on the Parcels.

- ii. The Parcel owners and occupants thereof shall maintain and keep the exterior portion of the building located on their respective Parcel in first-class condition and state of repair, in compliance with all governmental requirements, and in compliance with the provisions and requirements of this Declaration.
 - iii. The Parcel owners and occupants shall store all trash and garbage on their respective Parcels in adequate containers, locate such containers so that they are not readily visible from the customer parking areas of the Parcels and arrange for regular removal of such trash or garbage.
 - iv. At all times during the term of this Declaration, each Parcel owner, its successors and assigns, shall share the reasonable cost of maintaining, repairing, and renewing any storm drain facilities on a pro rata basis based upon the total size of each owner's Parcel.
- (b) If at any time Developer no longer provides maintenance for the Common Area as described in Section 3(d), each Parcel owner or occupant shall maintain their respective Parcel and Common area as described above I Section 4(a) and as follows:
- i. The Parcel owners and occupants thereof shall maintain the surfaces in their respective Parcels in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability.
 - ii. The Parcel owners and occupants thereof shall maintain their respective Parcel by:
 - a. Promptly removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition, and free of snow, ice, dirt, and debris.
 - b. Placing, keeping in repair and replacing any necessary or appropriate directional signs, markers and lines.
 - c. Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required for adequate lighting.

- d. Maintaining all landscaped areas in a thriving and trimmed condition and making such replacements of shrubs and other landscaping as is necessary.
 - e. Removing all snow/ice from drive aisles and sidewalks.
- (c) If any Parcel owner fails to carry out its obligations with respect to the maintenance of the easement areas or Common Area referenced herein, and such failure shall continue for a period of thirty (30) days for non-emergency matters after written notice thereof, Declarant may maintain and repair the easement areas or Common Area and invoice the Parcel owner (or owners) for its portion of such costs. In the event of an emergency, Declarant may immediately maintain and repair the storm drain and the easement areas after reasonable efforts to notify the Parcel owners. The Parcel owners shall reimburse Declarant for such costs within thirty (30) days from the date of Declarant's invoice. If a Parcel owner fails to reimburse Declarant within such thirty (30) day period, Declarant may, at its discretion, place a lien for unpaid costs, with interest at an annual rate of fifteen percent (15%), upon the title to the Parcel of the nonpaying owner by recording a lien claim and notice.

5. Indemnification and Insurance.

- (a) Indemnification. Parcel owners or occupants, and Developer, hereby agree to indemnify defend and save all other parties harmless from any and all liability, damage, expense, causes of action, proceedings, claims or judgments arising from injury to or death of any person or damage or destruction of any property and occurring on its own Parcel, except for and to the extent caused by the willful misconduct or negligent act or omission of another Parcel owner or occupant, or the Developer, or such party's agents, contractors or employees.
- (b) Liability Insurance.
- i. Parcel Owners or Occupants. Each Parcel owner or occupant shall provide and maintain commercial general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) insuring it against claims for personal injury, bodily injury or death, and property damage or destruction and affording protection to itself and the all other Parcel owners and occupants on its own Parcel(s), naming the Developer as an "additional insured" under the policy or policies. Parcel owners and occupants shall provide limits equal to Three Million Dollars (\$3,000,000) per occurrence for bodily injury and property damage with an annual aggregate of Three Million Dollars (\$3,000,000) for

each policy year. Additionally, each Parcel owner and occupant shall provide personal injury and advertising limits equal to Three Million Dollars (\$3,000,000). The above limits will be provided on a primary basis and can be met through primary insurance policies or umbrella/excess policies. The limits of such policies shall be reviewed by Developer and adjusted in accordance with the then prevailing coverages maintained in similar commercial developments in Salt Lake City, Utah not more than once every five (5) years. Each Parcel owner or occupant shall furnish the Developer with certificates evidencing such insurance. Such insurance shall be written on an "occurrence" basis and as the primary policy for all claims arising out of the insured party's performance or nonperformance of its obligations under this Declaration and/or its negligent acts or omissions occurring on or about the Property (and any insurance carried by another Parcel owner or occupant shall be noncontributing with such insurance), shall be written with an insurer licensed to do business in the state in which the Property is located. The insurance company providing such insurance shall be rated at least A- VII, A.M. Best's rating. Such insurance may be a part of blanket liability coverage carried by a party so long as such blanket policy does not reduce the limits or diminish the coverage required herein.

- ii. Developer. The Developer shall provide and maintain commercial general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) covering the Common Area of the Property, insuring it against claims for personal injury, bodily injury or death, and property damage or destruction and affording protection to itself and the all Parcel owners and occupants on the Common Area, naming the Parcel owners or occupants as "additional insured" under the policy or policies. Developer shall provide limits equal to Three Million Dollars (\$3,000,000) per occurrence for bodily injury and property damage with an annual aggregate of Three Million Dollars (\$3,000,000) for each policy year. Additionally, Developer shall provide personal injury and advertising limits equal to Three Million Dollars (\$3,000,000). The above limits will be provided on a primary basis and can be met through primary insurance policies or umbrella/excess policies. The limits of such policies shall be adjusted in accordance with the then prevailing coverages maintained in similar commercial developments in Utah County, Utah not more than once every five (5) years. Such insurance shall be written on an "occurrence" basis and as the primary policy for all claims arising out of the insured party's performance or nonperformance of its obligations under this Declaration and/or its negligent acts or omissions occurring on or about the Property (and any insurance carried by another Parcel owner or occupant shall be

noncontributing with such insurance), shall be written with an insurer licensed to do business in the state in which the Property is located. The insurance company providing such insurance shall be rated at least A- VII, A.M. Best's rating. Such insurance may be a part of blanket liability coverage carried by a party so long as such blanket policy does not reduce the limits or diminish the coverage required herein. Costs of insurance for the Common Area shall be included in the Common Area Maintenance Costs described in section 3(h).

6. Signage.

- (a) Architectural Control Committee. Declarant hereby grants a perpetual, non-exclusive easement over and across the Property for the construction, installation and maintenance of a Sign in conformance with the design and dimensions as approved by an Architectural Control Committee ("**Architectural Control Committee**") designated by Declarant, the function of which shall be to insure that all signage within the Property is visually attractive and harmonious with the existing surroundings and structures. In addition, all proposed signage must conform to all applicable governmental requirements. Approval by the Architectural Control Committee is not a guarantee that the proposed signage is in compliance with all applicable governmental requirements.
- (b) Identification on the Sign shall require the approval of the Architectural Control Committee. Owners and/or occupants granted such approval shall (i) maintain, illuminate, repair or replace (or cause to be maintained, illuminated, repaired or replaced) the Sign in a safe, first-class condition and in good repair in compliance with all applicable regulations, and (ii) be responsible for the cost of such maintenance, illumination, repairs or replacement in the proportion that the total square footage of their identification area on the Sign bears to the total square footage of all identification areas on the Sign. In the event a Parcel owner or its occupant fails to maintain, illuminate, repair or replace the Sign so as to keep the Sign in a safe, first-class condition, Declarant shall have the right to maintain, illuminate, repair or replace the Sign, as Declarant, in its sole discretion, deems reasonably necessary, and the Parcel owner or its occupant shall reimburse Declarant for the cost of any such maintenance, illumination, repair or replacement. Each Parcel shall be subject to an easement for the installation and maintenance of the Sign at the location(s) determined by Declarant.
- (c) Submission to Committee. All proposed signage design plans shall be submitted to the Architectural Control Committee, which shall approve or disapprove such plans in writing within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within such period it shall be deemed to have approved the material submitted.

- (d) No Liability for Damages. The Architectural Control Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this section.

7. Use Restrictions.

- (a) Temporary Structures. Except for a seasonal firework stand or concession trailer/stand (i.e. shaved ice/sno cones, etc.) approved by Developer, no structure of a temporary character, including, without limitation, any trailer or mobile facility, shall be placed on the Property, either temporarily or permanently, except however the Parcel owner or occupant may erect, place, and maintain such facilities in the Property which are reasonably necessary to the construction of improvements. Such facilities may include, but not necessarily be limited to, a temporary office trailer, storage sheds or storage trailers and portable toilet facilities. Any such facilities shall be removed upon completion of the construction. Notwithstanding the foregoing, trailers used for delivery purposes may park on the Property for only such time as is reasonably necessary to make such deliveries and may not interfere with access to any of the buildings or access ways on the Property.
- (b) Use in General. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Property other than office or commercial purposes.
- (c) Certain Prohibited Uses. Without limitation of the foregoing, no use or operation shall be permitted in the Property which is antagonistic to, or out of harmony with, the development or operation of retail facilities, including but not limited to, the following:
- i. any public or private nuisance or use that is illegal or contrary to any ordinance or zoning ordinance;
 - ii. any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness;
 - iii. any obnoxious odor;
 - iv. any excessive quantity of dust, dirt, or fly ash; provided however, this prohibition shall not preclude the sale of soils, fertilizers or other garden materials, building material or janitorial products in containers if incident to the operation of a home improvement or general merchandise store;

- v. any fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks;
 - vi. any adult bookstores or adult video stores or establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials or a so-called head-shop;
 - vii. any distribution, refining, smelting, agriculture, mining, industrial or manufacturing operations;
 - viii. any mobile home or trailer court, labor camp, stock and/or animal raising. Notwithstanding the foregoing, pet shops shall be permitted within the Property provided such shops do not board animals;
 - ix. any drilling for and/or removal of subsurface substances;
 - x. any junkyard, scrap dealer, recycling facility, stockyard or dumping of garbage or refuse, body and fender repair shop, other than in enclosed receptacles intended for such purpose;
 - xi. any cemetery, mortuary or similar service establishment;
 - xii. any commercial laundry or dry-cleaning plant (provided that the foregoing shall not prohibit a retail dry cleaner of laundry providing pick-up and delivery services for an off-premises plant);
 - xiii. a skating rink; funeral parlor; house of worship; massage parlor (except for therapeutic massage such as Massage Envy); off-track betting facility;
 - xiv. any fire sale, flea market, bankruptcy sale (unless pursuant to a court order) or auction operation;
 - xv. any motor vehicle or boat dealership, or motor vehicle or boat storage facility;
 - xvi. no radio station or short-wave operations of any kind shall operate from the Property.
- (d) Non-Interference with Ingress and Egress. In order to provide for the orderly development and operation of the Property, no Parcel owner or occupant shall permit any display or sale of merchandise, or any storage or placement of merchandise, portable signs or other objects belonging to a Parcel owner or occupant that interferes with the free movement of pedestrian and vehicular traffic or with access to or from the Property, or any part thereof, to or from

any public right-of-way. A Parcel owner or occupant may conduct periodic sidewalk sales in front of such owner or occupant's premises provided that the placement of merchandise does not substantially interfere with pedestrian and vehicular traffic on the Property.

8. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Common Access Areas or Common Area to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Common Access Areas or Common Area of the Parcels herein affected, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of the Parcel owners. Notwithstanding any other provisions herein to the contrary, the owners of the Parcels affected hereby may periodically restrict ingress and egress from the Common Access Areas in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such at time as to have a minimum effect on the parties.

9. Miscellaneous.

- (a) Covenants Running with the Land. This Declaration and all of the terms and conditions contained herein shall inure to the benefit of, and be binding upon the Parcel owners or occupants and their respective successors and assigns, and shall be "covenants running with the land".
- (b) Effective Date; Duration. This Declaration shall take effect immediately upon recording. The easements, rights and privileges created hereby shall continue for a period of fifty (50) years, except that if any restrictive covenant set forth herein would expire by operation of law if not renewed, then it shall be automatically renewed for successive ten (10) year periods unless the Parcel owners shall execute and record a statement terminating such restrictive covenant within sixty (60) days of the expiration of such statutory period or any ten (10) year renewal thereof.
- (c) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction herein contained shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.
- (d) Severability. If any one or more of the provisions of this Declaration or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and

enforceability of all the provisions of this Declaration and all other applications of such provisions shall not be affected thereby.

- (e) Captions. Any captions contained in this Declaration are inserted as a matter of convenience, and in no way define, limit, extend or describe the scope of this Declaration, or the intent of any provision hereof. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.
- (f) Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Utah.
- (g) Successors. This Declaration shall be binding upon the heirs, successors and assigns of Declarant.
- (h) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Declaration, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Declaration, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled. Such fees and costs shall include those fees and costs incurred in any bankruptcy proceeding.
- (i) Assignment by Declarant. Declarant shall continue as the initial Declarant hereunder for so long as it or any of its affiliates own any of the Property; provided that all of the rights and obligations of Declarant may be transferred among it and its affiliates (whether or not the transferee is an Owner) at any time; and provided further that Declarant and its affiliates may resign as Declarant at any time. Upon such resignation, the rights and obligations as Declarant hereunder shall either be assigned to one or more of the remaining owners (subject to the prior consent of all owners) (hereafter called the "**Successor Declarant**"), or if no such consent is received, Declarant may assign its rights and obligations as Declarant hereunder to all of the remaining owners. At such time as Declarant and/or its affiliates cease to be an owner of any of the Property, then the remaining owners of the Parcels shall form an owners' association which shall assume all of Declarant's rights and obligations hereunder; and Declarant shall be relieved of the performance of any further duty or obligation hereunder.
- (j) Mortgagee Protection. No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of any lien provisions herein, shall render invalid the lien of any mortgage or deed of trust on any of the Property made in good faith and for value, but all of said covenants,

EXHIBIT "A"
Legal Description of Real Property

BEGINNING AT A POINT ON THE NORTH LINE OF 400 SOUTH STREET, SAID POINT BEING NORTH 89°11'58" EAST 1218.39 FEET ALONG THE SECTION LINE AND NORTH 00°48'02" WEST 894.95 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31,

THENCE NORTH 00°12'17" EAST 255.55 FEET;

THENCE NORTH 89°38'30" WEST 256.01 FEET TO THE EAST LINE OF 1750 WEST STREET;

THENCE NORTH 00°12'17" EAST 336.43 FEET ALONG SAID EAST LINE OF 1750 WEST STREET;

THENCE SOUTH 89°42'11" EAST 296.11 FEET;

THENCE SOUTH 89°38'51" EAST 115.37 FEET;

THENCE NORTH 89°14'06" EAST 198.81 FEET;

THENCE SOUTH 89°24'36" EAST 331.17 FEET; A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7

THENCE SOUTH 1°16'38" WEST 225.69 FEET;

THENCE SOUTH 00°55'08" WEST 250.17 FEET;

THENCE SOUTH 00°55'44" EAST 118.83 FEET TO THE NORTH LINE OF SAID 400 SOUTH STREET;

THENCE NORTH 89°39'43" WEST 680.44 FEET ALONG SAID NORTH LINE OF 400 SOUTH STREET TO THE POINT OF BEGINNING.

CONTAINS 490,859 SQUARE FEET, 12.269 ACRES, 1 LOT.

Springville, Utah

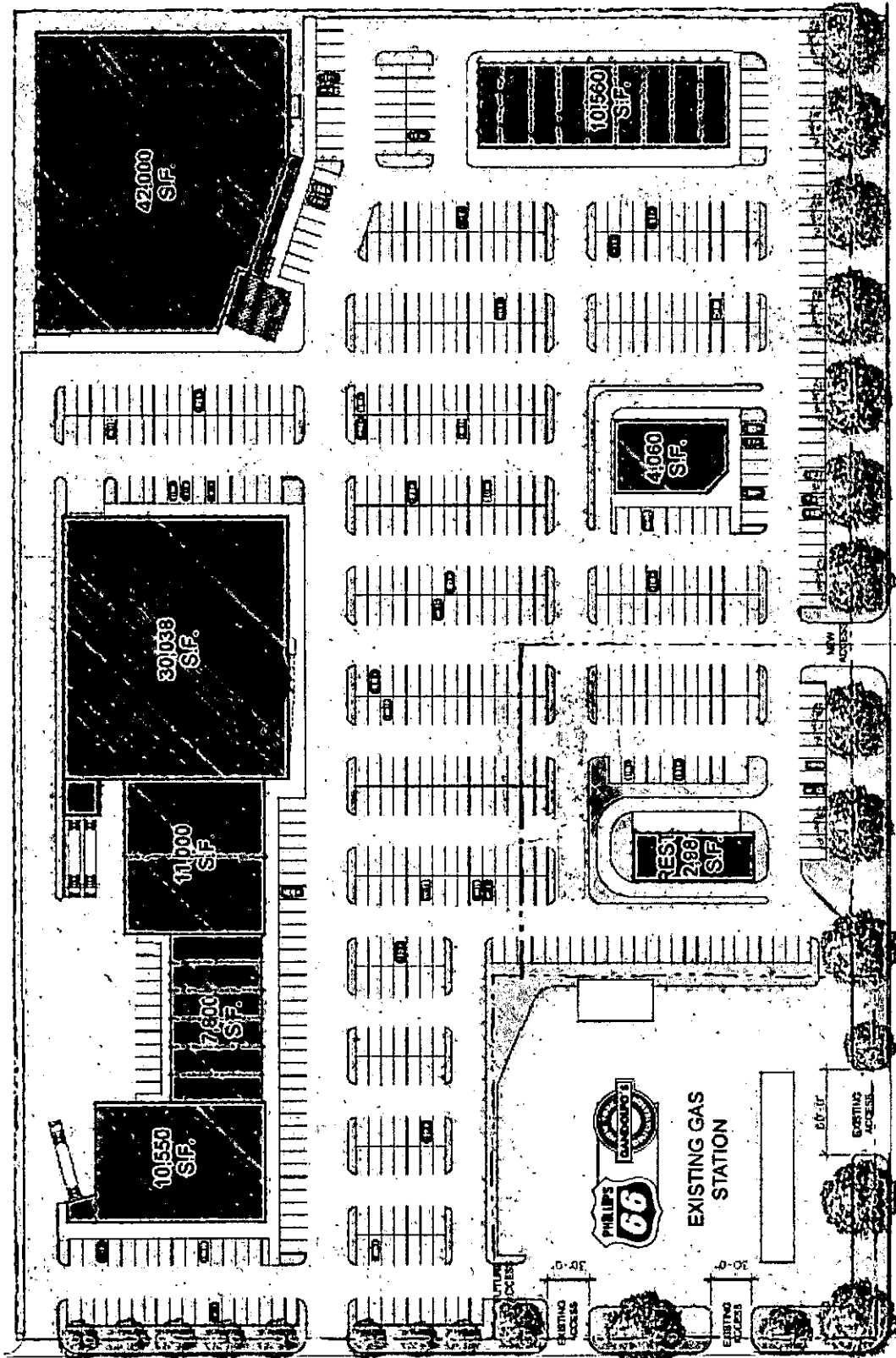


EXHIBIT "B"
Site Plan

1750 WEST STREET

400 SOUTH STREET