

**SUPPLEMENTAL DECLARATION OF ESTABLISHMENT OF EASEMENTS,
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
EAST BAY BUSINESS CENTER, PLAT "Y" PARCEL 21A**

This Declaration is made this 8th day of November,
1993, by PROVO CITY CORPORATION, a municipal corporation of the State of Utah,
hereinafter referred to as the "Declarant".

ENT 37380 BK 3435 PG 493
NINA B REID UTAH CO RECORDER BY MB
1994 MAY 4 3:13 PM FEE .00
RECORDED FOR PROVO CITY

RECITALS

A. Declarant is the owner of certain property in the City of Provo, County of Utah, State of Utah, known as the East Bay Business Center, Plat "Y", Parcel 21A, more particularly described in Exhibit "A" attached hereto, and by this reference incorporated herein, which property is hereinafter referred to as Plat "Y", Parcel 21A; and

B. Plat "Y", Parcel 21A lies within and is a part of East Bay Business Center, a Business and Research Park, hereinafter referred to as the "Center", for which there exists a recorded 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 2386 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 "Y", Parcel 21A and the Owner thereof, Declarant desires to subject Plat "Y", Parcel 21A to the easements, covenants, conditions, restrictions,

charges and liens hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that Plat "Y", Parcel 21A 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 Plat "Y", Parcel 21A, and which shall run with Plat "Y", Parcel 21A, and every portion thereof, and shall be binding upon all parties having any right, title, or interest in Plat "Y", Parcel 21A, 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 "Y", Parcel 21A, 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 "Y", Parcel 21A, 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, the 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 (14) 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 Plat "Y", Parcel 21A 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 Declarants 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 twenty (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) 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.

(4) All bike paths and walkways around the perimeter of the subject properties shall be included in calculating the above-described percentage.

(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 ensure both a quality environment and ease of maintenance.

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

(1) Approximately thirty (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 the 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 to Plat "Y", Parcel 21A.

- (1) Frontage Set Back. A minimum of thirty (30) feet from road.
- (2) Side Yards. 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 the now existing water line (bank) of any water feature 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 unscreened 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

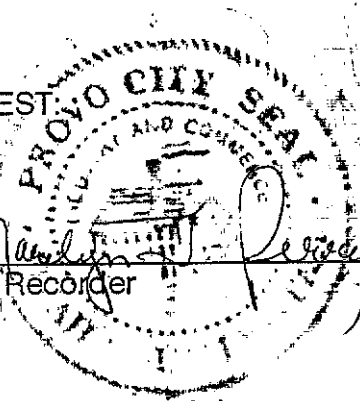
This Supplemental Declaration shall run with and bind the land for a term of twenty (20) years from the date this Supplemental Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, to a maximum of ninety-nine (99) years, unless modified 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 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 Declarant herein, has 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

By: 

MICHAEL R. HILL, Mayor
for and on behalf of PROVO CITY CORPORATION

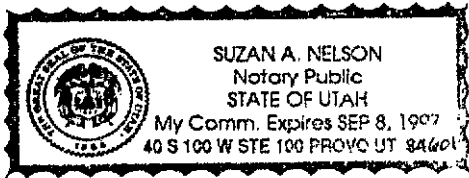
ATTEST: 
City Recorder

STATE OF UTAH

:SS.

COUNTY OF UTAH

On the 8th day of November, 1993, personally appeared before me MICHAEL R. HILL, 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 MICHAEL R. HILL duly acknowledged to me that said corporation executed the same.



Suzan A. Nelson
Notary Public

Residing at: Provo, UT

My Commission Expires: 8 September 1997

EXHIBIT "A"**LEGAL DESCRIPTION**

BEGINNING AT A POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF 180/250 EAST STREET, PROVO, UTAH, SAID POINT BEING NORTH 627.435 FEET AND EAST 135.442 FEET FROM THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE MERIDIAN.

THENCE NORTH 33 DEGREES 45 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 198.62 FEET ALONG A COMMON LINE BETWEEN PARCELS 16 AND 21 OF PLAT "V" REVISED FOR THIS COURSE AND THE NEXT COURSE;

THENCE NORTH 00 DEGREES 10 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 422.91 FEET TO THE SOUTH LINE OF THE U.S.P.S. PROPERTY;

THENCE NORTH 89 DEGREES 28 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 533.00 FEET ALONG THE ABOVE-DESCRIBED PROPERTY LINE TO THE WEST RIGHT-OF-WAY OF 250 EAST;

THENCE SOUTH 00 DEGREES 10 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 281.07 FEET ALONG THE RIGHT-OF-WAY LINE FOR THIS COURSE AND THE NEXT TWO COURSES;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 260.41 FEET AN ARC LENGTH OF 403.73 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 44 DEGREES 35 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 364.49 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 310.58 FEET AND AN ARC LENGTH OF 177.57 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 72 DEGREES 37 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 175.16 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 6.24 ACRES MORE OR LESS.

THE BASIS OF BEARING IS SOUTH 37 DEGREES 15 MINUTES 07 SECONDS EAST FROM THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE MERIDIAN TO THE SPANISH FORK TRIANGULATION STATION.

ALL SUBJECT TO RESTRICTIONS, EASEMENTS, RIGHTS-OF-WAY, TITLE INSURANCE EXCEPTION REASONS.