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RECORDED FOR PROVO CITY

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

This Declaration is made this 24<sup>th</sup> day of January,  
1990, by PROVO CITY CORPORATION, a municipal corporation of the  
State of Utah, hereinafter referred to as the "Declarant".

**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 P", more particularly described in Exhibit  
"A" attached hereto, and by this reference incorporated herein,  
which property is hereinafter referred to as "Plat P", and

B. "Plat P" 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 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 P", and the Owner thereof, Declarant desires to  
subject "Plat P" to the easements, covenants, conditions,

restrictions, charges and liens hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that "Plat P", 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 P", and which shall run with "Plat P", and every portion thereof, and shall be binding upon all parties having any right, title or interest in "Plat P", 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 P", 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 P" 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 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 P" 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 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 insure 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 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 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 P".

- (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

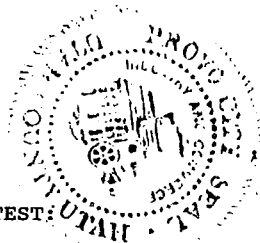
##### Illumination of Buildings and Grounds

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

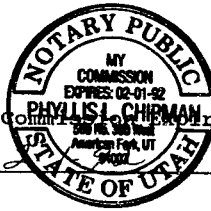
By: Joseph A. Jenkins  
JOSEPH A. JENKINS, Mayor  
for and on behalf of PROVO CITY CORPORATION

ATTEST:

Marilyn T. Jeffrey  
City Recorder

STATE OF UTAH :ss.  
COUNTY OF UTAH

On the 24th day of January, 1990, personally appeared before me JOSEPH A. JENKINS, who being by me duly sworn, did say that 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.



My Comm. Expires:

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



EXHIBIT A

THE OUTSIDE BOUNDARY OF EAST BAY PLAT P, FRONTING ON 250 EAST STREET AND BEING BOUNDED ON THE NORTH BY THE U.S.P.S. PARCEL AND ON THE WEST BY PLAT N.

BEGINNING AT THE NORTH CORNER OF PARCEL 13, PLAT I, EAST BAY P.U.D., WHICH POINT IS ON THE SOUTHEAST RIGHT OF WAY LINE OF THE 180 EAST - 250 EAST CURVE, PROVO, UTAH. THE POINT OF BEGINNING IS NORTH 580.88 FEET AND EAST 166.56 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 473.18 FEET ALONG THE EAST LINE OF PLATS L AND N OF SAID EAST BAY P.U.D. FOR THIS COURSE AND THE NEXT COURSE:

THENCE NORTH 00 DEGREES 10 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 340.07 FEET TO THE SOUTHWEST CORNER OF THE U.S.P.S. PARCEL:

THENCE NORTH 89 DEGREES 28 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 711.00 FEET ALONG THE SOUTH LINE OF THE U.S.P.S. PARCEL AND THE EASTWARD PROLONGATION OF SAID LINE TO THE EAST LINE OF 250 EAST STREET (A 56 FOOT RIGHT OF WAY).

THENCE SOUTH 00 DEGREES 10 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 381.77 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID 250 EAST STREET FOR THIS COURSE AND THE NEXT TWO COURSES:

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 316.41 FEET AND AN ARC LENGTH OF 490.55 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 44 DEGREES 35 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 442.88 FEET:

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 254.58 FEET AND AN ARC LENGTH OF 145.55 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 72 DEGREES 37 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 143.58 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 9.948 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 AND FEDERAL OR STATE OWNERSHIP OF ARTIFICIALLY FILLED LANDS, SUBMERGED LANDS AND LANDS LYING BELOW THE ORDINARY HIGH WATER MARK OF UTAH LAKE.