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AMENDED AND RESTATED DECLARATION
OF
LOOKOUT AT RANCH LANDING COMMERCIAL CENTER

VI. ASSESSMENTS	13
6.1 <u>Agreement to Pay Assessment</u>	13
6.2 <u>Amount of Total Annual Assessments</u>	13
6.3 <u>Apportionment of Annual Assessments</u>	14
6.4 <u>Notice of Annual Assessments and Time for Payment Thereof</u>	14
6.5 <u>Special Assessments for Capital Improvements</u>	14
6.6 <u>Lien for Assessments</u>	15
6.7 <u>Personal Obligation of Owner</u>	16
6.8 <u>Statement of Account</u>	16
6.9 <u>Personal Liability of Purchaser for Assessments</u>	16
6.10 <u>Reserve for Replacements</u>	17
6.11 <u>Attorneys Fees</u>	17
VII. INSURANCE	17
7.1 <u>Provided by Owners</u>	17
(a) <u>Hazard Coverage</u>	17
(b) <u>Public Liability</u>	17
(c) <u>Workmen's Compensation Insurance</u>	18
(d) <u>Fidelity Insurance or Bond</u>	18
7.2 <u>Additional Provisions</u>	18
VIII. DAMAGE OR DESTRUCTION	19
8.1 <u>Procedures</u>	19
(a) <u>Insurance Proceeds Sufficient to Repair or Reconstruct</u>	19
(b) <u>Damage and No Insurance</u>	19
8.2 <u>Determination of Extent of Damage or Destruction</u>	19
IX. CONDEMNATION	19
9.1 <u>Consequences of Condemnation</u>	19
9.2 <u>Proceeds</u>	19
9.3 <u>Use and Distribution of Award</u>	20
9.4 <u>Reorganization</u>	20
9.5 <u>Reconstruction and Repair</u>	20
X. USE OF PARCELS AND COMMON AREAS	20
10.1 <u>Parcel Use Restrictions</u>	20
10.2 <u>Use of Common Areas</u>	20
10.3 <u>Prohibition of Damage and Certain Activities</u>	21
10.4 <u>Rules and Regulations</u>	21
10.5 <u>Structural Alterations</u>	21
10.6 <u>Restriction on Signs and Attachments</u>	21
10.7 <u>Recreational Vehicles and Restrictions on Parking</u>	22
XI. MORTGAGEE PROTECTION	22
11.1 <u>Notice to First Mortgagee</u>	22
11.2 <u>Priority of Liens for Unpaid Assessments</u>	22

AMENDED AND RESTATED DECLARATION
OF
LOOKOUT AT RANCH LANDING COMMERCIAL CENTER

THIS AMENDED AND RESTATED DECLARATION is made and executed this ____ day of June, 2014, by **RKW 2006, LLC**, a Utah limited liability company (hereinafter referred to as "Declarant"), **WASATCH COUNTY HOUSING AUTHORITY**, a body politic of the State of Utah ("WCHA"); **FRANSDEN REC. CENTER, INC.**, a Utah corporation ("REC"), and **FRANSDEN'S INC.**, a Utah corporation ("FI" and together with REC, collectively "Fransden"). Declarant, WCHA and Fransden are hereinafter collectively referred to as the "Parties" or individually as a "Party."

WITNESSETH:

A. Declarant executed and recorded that certain Declaration of Lookout at Ranch Landing Commercial Center dated March [blank], 2009, which was recorded in the official records of the Wasatch County Recorder on March 16, 2009, as Entry No. 345668, in Book 985, at Page 1057 (the "Original Declaration").

B. The Original Declaration covered that certain real property more particularly described on Exhibit "A" attached hereto ("Parcel 1"), which Parcel 1 is now owned by WCHA.

C. Under the terms and conditions of the Original Declaration, Declarant reserved the right to add all or portions of the "Additional Land" as identified in the Original Declaration.

D. Declarant is the owner of a portion of the Additional Land, more particularly described on Exhibit "B" attached hereto ("Parcel 2").

E. Fransden is the owner of the balance of the Additional Land, more particularly described on Exhibit "C" attached hereto ("Parcel 3"). [Will Fransden agree and does he owe the balance of Additional Land?]

F. The Parties desire to submit Parcel 2 and Parcel 3 (which together with Parcel 1 are collectively referred to as the "Parcels" or sometimes as the "Subject Property") to the terms of the Declaration and to amend and restate the terms and conditions of the Declaration as set forth herein.

G. The Parties desire to provide for the preservation of the values and amenities of the Subject Property and for maintenance of the Common Areas. To this end, and for the benefit of the Subject Property and of the Owners thereof, the Parties desire to subject the Subject Property described in Section 2.1 of this Amended and Restated Declaration,

replacement of those Facilities located within the Common Areas that must be maintained and/or replaced on a periodic basis together with such reserves as may be from time to time established for the same by the Owners; (ii) expenses agreed upon by the Owners, and lawfully assessed against the Owners in accordance with the Declaration; (iii) expenses declared to be Common Expenses by this Declaration; and (iv) any valid charge against the Owners as a whole.

1.7 "Declarant" shall mean and refer to RKW 2006, LLC, a Utah limited liability company, and any successor and assign of Declarant which, either by operation of law, or through a voluntary conveyance, transfer, or assignment comes to stand in the same relation to the Project as did its predecessor.

1.8 "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions, as the same may hereafter be amended.

1.9 "Designee" shall mean the individual identified in Section 14.6.

1.10 "Facilities" shall mean all personal property and/or systems held by the Owners (or portions thereof) and located upon the Common Areas and intended for the joint use, ownership, operation and maintenance of the Owners or portions of them for the common benefit of all or a portion of the Owners, including but not limited to monument signs, outdoor lighting for the same, parking lots and spaces, storm drain systems, and any other improvements the Owners elect to construct or install upon the Common Areas.

1.11 "General Common Areas" shall mean and refer to (a) such General Common Areas designated as such in the Plat; (b) the Storm Drain Easement created by this Declaration whether or not designated on a Plat; and (c) any areas located outside of the boundaries of the Parcels not dedicated to a governmental entity. In the event of any conflict between this Declaration and the Plat the Declaration shall control.

1.12 "Guest" means any family member, employee, agent, independent contractor, lessee, customer or invitee of an Owner.

1.13 "Limited Common Areas" shall mean and refer to those Common Areas, if any, designated herein or on a Plat as reserved for the use of a certain Parcel or Parcels to the exclusion of other Parcels. It is intended that certain parking stalls as designated on a Plat shall be Limited Common Areas appurtenant to the Parcels also designated on the Plat.

1.14 "Manager" shall mean and refer to the person, firm, or company, if any, designated from time to time by the Owners to manage, in whole or in part, the Common Areas and Facilities of the Owners located within the Project.

1.15 "Member" shall mean and refer to every person who holds a membership in the Association.

1.24 "Plat" shall mean and refer to any plat of a subdivision or planned unit development, or any plat or map and all amendments or supplements thereto similar to the foregoing: (a) which covers the Property; (b) which describes or creates one or more Parcels; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the planned unit development or subdivision created by the Plat shall constitute the Project or a portion thereof; and which is (d) recorded in the Official Records (as defined above). It is anticipated that a Plat be recorded concurrently with or subsequent to the recording of this Declaration and that additional Plat will be recorded hereafter.

1.25 "Project" shall mean the Property and the improvements constructed thereon sometimes referred to and known as "Lookout at Ranch Landing Commercial Center", including any Additional Land subject to the terms of this Declaration.

1.26 "Property" shall mean and refer to the Subject Property and any Additional Land added to the provisions of this Declaration, the Buildings, all improvements and structures on the Subject Property and Additional Land subject to the terms of this Declaration, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

1.27 "Size" shall mean and refer to the area of floor space of a Parcel, in square feet, rounded off to a whole number. Declarant's determination of the Size of a Parcel, as set forth in this Declaration or in any amendment or supplement hereto pursuant to Article V hereof shall be conclusive, absent manifest error.

1.28 "Storm Drain System" shall mean that system of pipes, collection boxes and other facilities located through the Project including one or more Parcels which is intended to collect and discharge storm waters generally throughout the Project and designated as a Common Area Facility.

1.29 "Subject Property" shall mean the real property upon which the Project is situated, as more particularly described on Exhibit "D" attached hereto, which now contains Parcel 1, Parcel 2 and Parcel 3.

1.30 "Unit" shall mean and refer to each space located within a Building which is designed and intended for commercial use as permitted herein, together with all mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that Unit shall be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of among other items, and as appropriate, wallpaper, paint, flooring, carpeting and tile.

otherwise existing; an easement for each and every pipeline, cable, wire, utility line, or similar facility which traverses or partially occupies the real property at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

2.2 Expansion. The Project shall be subject to expansion in accordance with the provisions of Article XIII hereinbelow.

III. PARCEL DESIGNATIONS

3.1 Description and Legal Status of Parcels. A Plat shows each Parcel Number, its location, dimensions from which its Size may be determined, the Common Areas located upon and the Limited Common Areas, if any, reserved for each Parcel. As of the date hereof, Ranch Landing Plat "C" known as Senior Housing is of record with Wasatch County. It is also anticipated that Ranch Landing Plat "B" to be known as Abbington Senior Community will be recorded with this Declaration. The undivided ownership interest in the Common Areas and Facilities appurtenant to a Parcel may not be partitioned from the balance of the Common Areas and Facilities by an action pursuant to Chapter 6 of Title 78B, Utah Code Annotated (2008 Replacement) as may be amended from time to time.

3.2 Contents of Exhibit "E". Exhibit "E" to this Declaration contains the following information with respect to each Parcel contained in the Project as of the date hereof: (i) the Parcel Number; (ii) its Size; and (iii) the Percentage Interest which is assigned to and appurtenant to the Parcel.

IV. NATURE AND INCIDENTS OF OWNERSHIP

4.1 Estate of an Owner. The Project is hereby divided into Parcels, each consisting of a fee simple interest in a Parcel and a Percentage Interest as set forth in the attached Exhibit "E". The Percentage Interests set forth in Exhibit "E" are hereby declared to be appurtenant to the respective Parcels.

4.2 Title. Title to a Parcel may be held or owned by any Person or more than one Person and in any manner in which title to any other real property may be held or owned in the State of Utah, including, without limitation, joint tenants or tenancy in common.

4.3 Inseparability. No part of a Parcel or the legal rights comprising ownership of a Parcel may be separated from any other part thereof during the period of ownership prescribed herein, so that each Parcel and the Percentage Interest appurtenant to such Parcel shall always be conveyed, devised, encumbered, or otherwise affected only as a complete unit. Notwithstanding the foregoing, a Parcel may be subdivided in accordance with the requirements of applicable law and the prior approval of the Declarant. Upon such subdivision, each separately created portion of real property shall become a Parcel subject to the provisions of this Declaration. Every gift, devise, bequest, transfer, encumbrance,

shall be deemed Common Area Facilities. Storm drain facilities may be shown on a Plat.

4.7.4. Installation and Maintenance of Utility Easement. Pursuant to the easement created and reserved as provided in Section 4.7.2, a utility or service company or the Owner may install and maintain facilities and equipment on a Parcel and affix and maintain lines, wires, circuits and conduits on, in and under the roofs and exterior walls of improvements constituting the Building to provide service to the Units located within such Building. Any utility or service company using this general easement shall use its best efforts to install, repair, replace and maintain its lines and systems without disturbing the uses of Owners of Buildings and Units located therein and other utility and service companies.

4.7.5. Installation and Maintenance of Storm Drain Facilities. Pursuant to the easement created and reserved as provided in Section 4.7.3, the Owners may install and maintain the Facilities located upon a Parcel and shall use their best efforts to keep such Facilities fully functioning at all times.

4.8 Owner's Rights with Respect to Buildings. After initial construction of a Building by the Declarant or any Owner, each Owner shall have the exclusive right at his sole cost and expense to maintain, repair and replace its Building and all Units located therein. Each Owner shall be required to maintain, repair, replace, paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of each Unit and all walls, ceilings, floors and doors within such boundaries.

4.9 Easement for Encroachments. If any part of a Building built upon a Parcel encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Parcel, an easement for such encroachment and for the maintenance of the same shall and does hereby exist, provided that such encroachment does not impose the use of such easement or facility located thereon. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of a Building, by error in the Plat, by settling, rising or shifting of the earth, or by change in position caused by repair or reconstruction of the Project or any part thereof.

4.10 Easement of Access for Repair, Maintenance and Emergencies. The Owners of other Parcels shall have the irrevocable right to have access to each Parcel and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas and Facilities located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Parcel or Unit(s) constructed thereon. Damage to any part of a Building or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Facilities located upon the Common Areas or as a result of emergency repairs shall be an expense of the Owners; provided, however, that if such damage is the result of negligence of one or more Owners, then such Owner shall be financially responsible for all such damage. Such damage shall be repaired and

window coverings, including the interior surfaces of any window or door glass used in Buildings located upon Parcels shall present a uniform appearance of type and color from the exterior of the Building and that the Owners shall have the right to inspect and reinspect and approve all proposed window coverings to insure compliance with such rules before installation thereof in a Unit located upon a Parcel; (ii) that certain types of vehicles may not be parked upon a Parcel, except for delivery of goods to a Parcel; and (iii) that Limited Common Areas conform to standardized regulations regarding appearance, maintenance and modifications thereof. The Owners who are not in default of the Rules and Regulations may suspend any Owner's voting rights provided in this Declaration during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration. The Owners may also take judicial action against an Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance, all to the extent permitted by law. In addition to any other remedies, the Association may impose fines in accordance with this Declaration as set forth in Section 14.9, herein, for violation of any of the foregoing restrictions.

5.12. Nuisances. No Owner or Occupant shall create a nuisance in the Project. No rubbish or debris of any kind shall be placed or permitted to accumulate outside a Building upon any Parcel, and no odor shall be permitted to arise therefrom, including open burning, so as to render any Parcel or any portion thereof unsanitary, unsightly, offensive or detrimental to any property in the vicinity thereof or to the Occupants thereof. No use or operation shall be conducted in the Project that is noxious, objectionable, unsightly or detrimental to others in any manner and due to any cause such as, but not limited to, vibration, sound, radiation, air, water, drainage or sewer pollution, dust or emission of odorous toxic or nontoxic substances.

VI. ASSESSMENTS

6.1 Agreement to Pay Assessment. The Parties, for each Parcel owned by a Party and located within the Project, hereby covenants, and each Owner of any Parcel by the acceptance of a deed therefore, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other to pay to the Owners collectively annual assessments made by the Owners for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

6.2 Amount of Total Annual Assessments. The total annual assessments against all Parcels shall be based upon advance estimates of cash requirements by the Owners to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and Facilities (excluding the Limited Common Areas and Facilities) and any services which are obtained in common, which estimates may include, among other things, and as applicable: expenses of management, maintenance, taxes and special assessments, if any; premiums for all insurance which are required or permitted pursuant hereto; water charges, if any; snow removal expenses;

shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof which shall make specific reference to this Article. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective Percentage Interest. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable (both before and after judgment) if not paid within thirty (30) days after such date.

6.6 Lien for Assessments.

(a) All sums assessed to any Parcel pursuant to this Article, together with interest thereon, as provided herein, shall be secured by a lien on such Parcel in favor of the remaining Owners. Such lien shall be superior to all other liens and encumbrances on such Parcel, except only for: (a) valid tax and special assessment liens on the Parcel in favor of any governmental assessing authority; and (b) encumbrances on the interest of the Owner recorded in the Official Records prior to the date a notice (as provided herein) is recorded which by law would be a lien prior to subsequently recorded encumbrances, including all unpaid obligatory advances to be made pursuant to such encumbrances and all amounts advanced pursuant to such encumbrances and secured by the lien thereof in accordance with the terms of such instrument. All other Mortgagees and lienors shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

(b) To evidence a lien for sums assessed pursuant to this Article, the non-delinquent Owners, or their agent shall prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Parcel and a description of the Parcel. Such a notice shall be signed by one of the Owners and shall be recorded in the Official Records. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by power of sale or judicial foreclosure by the non-delinquent Owners in the same manner in which deeds of trust or mortgages on real property are foreclosed in the State of Utah. In any such sale or foreclosure, the delinquent Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien and all reasonable attorneys' fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The delinquent Owner shall also be required to pay to the remaining Owners any assessments against the Parcel which shall become due during the period of foreclosure. The non-delinquent Owners shall have the right and power to bid an amount equal to the then existing lien at the foreclosure sale or other legal sale and to

for all unpaid assessments against the Parcel up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

6.10 Reserve for Replacements. Commencing one year from the recordation of this Declaration, the Owners may establish, or in the event that one or more laws require, the Owners shall establish and maintain an adequate reserve fund for the cost of reasonably predictable and necessary major repairs, maintenance and replacement of Common Areas and Facilities, excluding Limited Common Areas. Such reserve shall be funded out of Common Area Assessments. Any amount paid to this reserve shall not be considered as an advance payment of regular assessments. This reserve fund shall be transferred to a segregated fund in the name of the Owners. The Declarant shall be prohibited from using the reserve funds to defray any of its expenses, reserve contribution, or construction costs, or make up any budget deficits while it is in control of the Project. Upon transfer, the reserve account provided herein shall be maintained separate from the general operating and assessment account of the Owners.

6.11 Attorneys Fees. The Owners are entitled to recover all costs and expenses incurred by the Owners in collecting any unpaid assessments, including reasonable attorneys' fees, whether an action is brought against an owner to recover a money judgment for any unpaid assessment or to file a lien against the Parcel for the failure to pay any assessment, or to enforce said lien by any foreclosure action and/or subsequent trustee sale.

VII. INSURANCE

7.1 Provided by Owners. Each of the Owners shall secure and at all times maintain for the benefit of such Owner and such Owner's Parcel, and the remaining Owners, as applicable, the following insurance coverages:

(a) Hazard Coverage. A multi-peril policy or policies of fire and other hazard insurance covering each Building and the Units located therein and the Common Area Facilities located upon such Owner's Parcel, with extended coverage and all other coverages in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use, including the standard "All risk" endorsement, on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) of the Project. Each such policy shall contain the standard mortgagee clause which must be endorsed to provide that any proceeds shall be paid to the Owner for the use and benefit of Mortgagees and the remaining Owners as their interests may appear. Each Owner receiving funds attributable to Common Area Facilities shall be an assured as a trustee for the Owners.

(b) Public Liability. A comprehensive policy of public liability insurance covering all of the Parcel and Common Areas insuring the Owners and their agents and employees against any liability incident to the ownership, use, or operation of

(b) Insurance coverage required by this Article must not be prejudiced by any act or neglect of the Owners when such act or neglect is not within the control of the remaining Owners.

(c) All policies of property insurance must provide that notwithstanding any provision affording the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Owners (or any insurance trustee) or when in conflict with the provisions of any insurance trust agreement to which the insurance may be a party, or any requirement of law.

VIII. DAMAGE OR DESTRUCTION

8.1 Procedures. In the event of damage of or destruction of part or all of the Facilities in the Project, the following procedures shall apply:

(a) Insurance Proceeds Sufficient to Repair or Reconstruct. If proceeds of the insurance maintained by an Owner are alone sufficient to repair or reconstruct the damage or destroyed improvement, such repair or reconstruction shall be carried out.

(b) Damage and No Insurance. If the Project's Facilities are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Association are not sufficient to accomplish repair or reconstruction, restoration shall be carried out and all Owners shall be assessed for any deficiency on the basis of their respective Percentage Interests unless within 60 days after the destruction all of the Owners elect not to repair or reconstruct the affected Facilities.

8.2 Determination of Extent of Damage or Destruction. Any reconstruction or repair which is required to be carried out by this Article VIII regarding the damage to or destruction of Facilities shall be made by one or more general contractors selected by the Owners.

IX. CONDEMNATION

9.1 Consequences of Condemnation. If at any time or times during the continuance of the ownership pursuant to this Declaration, all or any part of the Common Areas of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

9.2 Proceeds. All compensation, damages or other proceeds obtained as a result of the events described in Section 9.1, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Owners according to their respective Percentage Interests. The Owners or their designated agent, individually and collectively, shall have the authority to represent the Owners and in such regard shall represent their interests in proceedings, negotiations, settlement and agreements, and each Owner shall

The Association may by rules and regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for the purpose of protecting the interests of all the Owners or protecting the Parcels or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from, the Common Areas except upon the prior written consent of the Association.

10.3 Prohibition of Damage and Certain Activities. Nothing shall be done on any Parcel or kept in any Building or Unit or in the Common Areas or any part thereof which would result in the cancellation of the insurance for any Building or Unit located upon a Parcel located within the Project or any part thereof or an increase of the rate of the insurance on a Building or Unit located within the Project or any part thereof, over what the Owner, but for such activity, would pay, without the prior written consent of the Owners. Nothing shall be done or kept on any Parcel, Building, or in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not be under any circumstances deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on any Parcel or in any Building or Unit or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other owner or to any person at any time lawfully occupying a Parcel, Building or Unit in the Project.

10.4 Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Parcels and of the Common Areas as adopted from time to time by the Association.

10.5 Structural Alterations. No alterations shall be made to any Building or Unit which compromise any structural component or the external appearance of any Building or Unit and no plumbing, electrical or similar work within the Common Areas (including but not limited to Limited Common Areas) shall be done, by any Owner without the prior written consent of all of the Owners.

10.6 Restriction on Signs and Attachments. Owners or their lessees, if any, shall be permitted to erect signage to identify their businesses, outside of their Buildings, however, no signs shall be erected, displayed or maintained on any part of the Project other than the "Common Area Sign" and then only in accordance with Rules and Regulations for the same, without the prior written approval of the Owners. The approval of the Owners shall not be unreasonably withheld and criteria for permissible signage shall be established by the Owners and set forth in the Rules and Regulations of the Association. In addition, no flags, satellite dishes, windsocks, wind chimes, hanging plants, bird feeders, advertising devices or exterior attachments or attachments visible from

(c) A change to the following provisions would require the vote of Owners as provided in this Section 12.1 as well as the vote of first Mortgagees in accordance with the requirements of Section 11.4 (d) above:

(i) voting rights, except with respect to expansion of the Project as specified in Article XI;

(ii) increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;

(iii) re-assignment of the responsibility for maintenance and repairs;

(iv) reallocations of interests in the general or Limited Common Areas, or rights to their use, except with respect to expansion of the Project as specified in Article XI;

(v) expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project, except as provided in Article XI herein;

(vi) hazard or fidelity insurance requirements;

(vii) imposition of any restrictions on the leasing of Parcels;

(viii) imposition of any restrictions on an Owner's right to sell or transfer his or her Parcel; or

(ix) any provisions that expressly benefit first Mortgagees, insurers, or guarantors.

XIII. EXPANDABLE PROJECT [May not be necessary if all is added now.]

13.1 Reservation to Expand. The Declarant and the Parties to this Agreement herewith expressly reserves the right and option to expand the Project by the addition of Additional Land, or portions thereof, and improvements to be constructed thereon, all in accordance with the provisions of this Article XIII. All such expansion shall be conducted in accordance with applicable zoning and building codes, ordinances, statutes, and regulations.

13.2 Additional Land. The Project may be expanded by the addition of all or a portion of the real property designated on Exhibit "E" attached hereto and incorporated herein by reference, such real property or portions thereof where applicable being referred to as "Additional Land".

supplemental Plat pertaining to such Additional Land to be added to the Project, and showing the location and dimensions (the vertical and horizontal boundaries), of each Unit located within a Building created from and located upon such Additional Land, and the Unit designation of each Unit so created.

13.11 Supplemental Declaration. Simultaneously with the recording of said Supplemental Plat as required by the provisions of Section 13.10 above, the Declarant and the Parties hereto or their successors shall duly execute, acknowledge and record in the official records in the Office of the County Recorder of Wasatch County, State of Utah, a Supplemental Declaration setting forth that an expansion of the Project has occurred. Such Supplemental Declaration shall include the following: (i) a legal description by metes and bounds of the Additional Land added to the Project; (ii) the designation of each Parcel created from and included within the Additional Land; and (iii) the Percentage Interest allocated and appertaining to all Parcels within the Project.

13.12 Qualifications. Each expansion of the Project by the addition of Additional Land shall be subject to the following additional qualifications:

(a) Percentage Interest. The Percentage Interest appertaining to a Parcel and each Parcel shall be re-computed in accordance with the provisions of Section 4.4. Such re-allocations shall be effective as of the date of recordation of the Supplemental Declaration. The re-computed Percentage Interest shall be reflected in an Amended Exhibit "E".

(b) Following the addition to the Project of Additional Land, the total of the Percentage Interest appertaining to all Parcels shall in all event equal 100%.

(c) All improvements to be constructed upon portions of the Additional Land shall be substantially completed and all taxes due on the property to be annexed shall be paid prior to the annexation to the Project.

(d) Liens arising in connection with the Declarant's ownership and/or construction of the improvements on the Additional Land to be added to the Project shall not adversely affect the rights of existing Parcel Owners or the priority of the first Mortgages on Parcels in the existing Project.

13.13 Amendment to this Article. This Article XIII shall not be amended without the written consent of the Declarant.

XIV. GENERAL PROVISIONS

14.1 Declarant's Rights Assignable. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment.

14.6 Agent for Service of Process. Russell K. Watts, whose address is 5200 South Highland Drive, Salt Lake City, Utah 84117, has been appointed the "Designee" as specified in Section 14.1 above, and is the person to receive service of process. The Owners shall, however, have the right to appoint a successor or substitute Designee and/or process agent. Such successor or substitute Designee and/or agent and his address shall be specified by an appropriate instrument filed in the official records of the Office of the County Recorder of Wasatch County, State of Utah.

14.7 Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat shall take effect upon its being filed for record in the official records of the Office of the County Recorder of Wasatch County, State of Utah.

14.8 Request for Notice. The Designee of the Owners hereby requests that a copy of any notice of default and a copy of notice of sale under any mortgages or deeds of trust filed for record against any Parcels be mailed to the Lookout at Ranch Landing Commercial Center Association at 5200 South Highland Drive, Salt Lake City, Utah 84117.

14.9 Enforcement and Remedies. If any Owner or occupant fails to comply with any provision hereof, including any of the rules and regulations promulgated hereunder by the Owners, within ten (10) days after written notice of violation thereof (except that, where such violation cannot reasonably be cured within ten (10) days, the ten (10) day period will be extended to that reasonably required, as long as the Owner/occupant commences the cure within such ten (10) day period and diligently pursues the same to completion) (the "Cure Period"), the Owners may:

a. suspend such Owner's voting rights during any period or periods during which such Owner or the occupants of its Parcel fail to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration; and Owners shall be responsible for any non-compliance hereunder of all occupants of their respective Parcels;

b. take judicial action against the Owner and/or occupant to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance, all to the extent permitted by law.

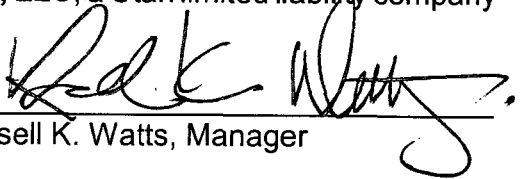
14.10 Waiver of Jury.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DECLARANT AND THE OWNERS, COLLECTIVELY, AND EACH PARCEL OWNER BY ACCEPTING A DEED TO A PARCEL HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DECLARATION, THE OWNERSHIP OF A PARCEL, OR IN ANY WAY CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE DEALINGS OF DECLARANT, THE OWNERS AND A PARCEL OWNER OR PARCEL OWNERS WITH

EXECUTED by Declarant and the remaining Parties on the day and year first above written.

DECLARANT:


RKW 2006, LLC, a Utah limited liability company

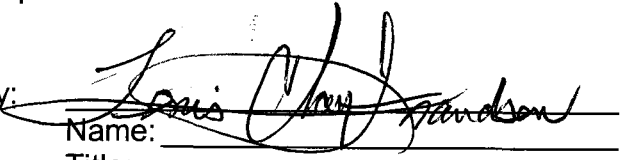
By: 
Russell K. Watts, Manager

PARTIES:

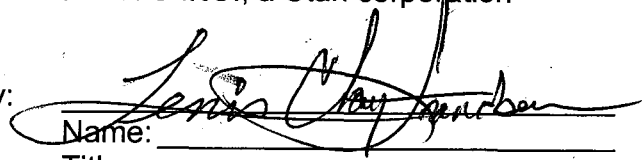
WASATCH COUNTY HOUSING AUTHORITY,
a body politic of the State of Utah

By: _____
Name: _____
Title: _____

~~FRANSDEN~~ 
FRANSDEN REC. CENTER, INC., a Utah corporation

By: 
Name: _____
Title: _____

~~FRANSDEN'S~~ 
FRANSDEN'S INC., a Utah corporation

By: 
Name: _____
Title: _____

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On the 12 day of ~~June~~ ^{Sept}, 2014, personally appeared before me Ray Frankson, the _____ of FRANSDEN'S INC., a Utah corporation, the signer of the within and foregoing instrument, who duly acknowledged to me that said corporation executed the same.

Tamara L. Petersen
NOTARY PUBLIC

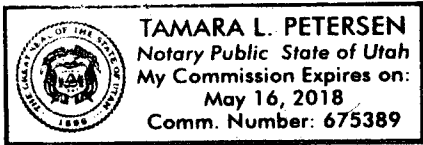


EXHIBIT "B"
to
Declaration of
LOOKOUT AT RANCH LANDING COMMERCIAL CENTER
(Additional Land)

EXHIBIT "D"
to
Declaration of
LOOKOUT AT RANCH LANDING COMMERCIAL CENTER
(Remaining Additional Land)

EXHIBIT "A"
LEGAL DESCRIPTION

The real property located in Wasatch County, State of Utah, and more particularly described as follows:

Beginning at a point which is North 56.61 feet and East 23.75 feet from the South Quarter Corner of Section 5, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence North $00^{\circ}00'39''$ West 333.25 feet; thence East 375.16 feet; thence South $00^{\circ}01'42''$ East 346.54 feet; thence South $89^{\circ}43'55''$ West 357.17 feet; thence along the arc of a 15.00 foot radius curve to the right 23.61 feet (central angle of $90^{\circ}11'19''$ and chord of North $45^{\circ}10'25''$ West 21.25 feet), thence South $89^{\circ}37'22''$ West 3.03 feet to the point of beginning.

Tax id no. OHE-1522-1