



**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration"), is made this 4 day of August, 2005, by MTK HOLDING, L.L.C., A Utah Limited Liability Company (the "Declarant"), in its capacity as the owner and developer of Property described herein and for the benefit of Ogden City, a Utah Municipal Corporation, and its citizens (the "City").

RECITALS

A. Declarant is the record title owner of the property located in Ogden City, Weber County, State of Utah, (hereinafter, the "Property") and more particularly described as follows:

A part of the Southeast Quarter of the Northwest Quarter of section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey; beginning at a point on the south line of said northwest quarter which is 17.04 feet South 89°52'04" West along said south line from the southeast corner of said northwest quarter; thence North 00°46'04" East 1035.12 feet along a fence, thence North 88°17'54" West 750.81 feet along a fence, thence South 44°48'51" West 1449.65 feet along a fence, thence North 89°52'04" East 440.81 feet, thence South 01°16'19" West 33.02 feet, thence North 89°52'03" East 1318.26 feet to the point of beginning.

(Serial Nos. 08-087-0031, 08-087-0079, 08-087-0080)

B. Declarant has entered into an Airport Access Agreement with Ogden City to permit access to the Ogden-Hinckley Airport located adjacent to the Property, for the benefit of Aeronautical Activities on Property.

NOW, THEREFORE, pursuant to the foregoing, Declarant hereby makes the following Declaration:


1. The Property shall be subject to the protective covenants, conditions and restrictions imposed herein.
2. No person or entity may conduct any Aeronautical Activity upon the Property, except upon the occurrence of or compliance with each of the following :
 - a. A valid, current and enforceable Airport Access Agreement exists, signed by Ogden City and the record title holder of the Property or any portion thereof, allowing such activity upon the Property;
 - b. All applicable Access Fees required by the Airport Access Agreement have been paid in full;
 - c. The person or entity has obtained a permit to conduct such activity as currently required by Ogden City ordinances, or as amended subsequent to this Declaration.
 - d. The person or entity is in continually in compliance with all current or

subsequently amended Ogden City ordinances restricting Aeronautical Activities on the Property or Ogden-Hinckley Airport.

- 3. For purposes of this Declaration, the term "Aeronautical Activity" shall mean any activity which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations, or any other activity defined as an Aeronautical Activity by Ogden City ordinances, as currently constituted or subsequently amended.
- 4. The covenants imposed herein may be enforced by the City or the Declarant against the fee title owner or other interest holder of any portion of the Property subject to these protective covenants. The City and the Declarant shall have all legal and/or equitable remedies available to it under the laws of the State of Utah. In the event enforcement is required, the enforcing party shall be entitled to all costs of enforcement, including reasonable attorney fees.
- 5. The failure of either the Declarant or the City to insist upon the strict performance of the covenants imposed herein shall not be deemed a waiver of such breach.
- 6. The fee title owner and all other interest holders in the Property shall have an affirmative duty to comply with the covenants, conditions and restrictions imposed herein.
- 7. The covenants provided herein are a binding servitude on the Property and the burdens and benefits thereof will be deemed to run with the land in perpetuity.
- 8. The fee title owner of one or more of portions of the Property may not amend, revoke or extinguish this Declaration except upon a written release of the covenants, conditions and restrictions imposed herein, executed by the City and recorded against the Property.

IN WITNESS WHEREOF, the Declarant has executed this Declaration, as of the day and year first hereinabove written.

MTK HOLDING, L.L.C. a Utah Limited Liability Company


By: Melvin T. Kemp, Member

ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this 4 day of Aug, 2005, personally appeared before me, Melvin T. Kemp, the signer(s) of the foregoing instrument who duly acknowledged to me that he is authorized to execute this instrument on behalf of Declarant and executed the same on behalf of Declarant, MTK HOLDING, L.L.C..




NOTARY PUBLIC