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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BEN FORSYTH
265 E 100 S STE 308
SLC UT 84111
BY: JNA, DEPUTY - WI 7 P.

74
When recorded, mail to:
Scott O. Mercer
Kesler & Rust
68 S. Main St., Ste 200
Salt Lake City, Utah 84101

Affecting Tax Parcel Nos. 15-25-252-047, 15-25-252-048,
15-25-252-049, 15-25-252-050, and 15-25-252-051

AMENDED and RESTATED DECLARATION

This Amended and Restated Declaration ("Declaration") is made this 1 day of December 2014, affecting certain real property located in Salt Lake County, State of Utah. *Known as Industrial Square.*

RECITALS:

1. Declarant is Industrial Square Owners Association, a Utah non-profit corporation, the members of which own certain real property located at 2985-3025 South 300 West, Salt Lake City, Utah ("Industrial Square Subdivision"; "the Property"), more particularly described in the Alta Survey attached hereto as Exhibit "A" and incorporated herein.
2. Declarant desires to adopt, establish, and impose covenants, conditions, and restrictions upon the Property and each and every portion thereof and upon the use, occupancy, and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property.
3. Declarant also desires to provide non-exclusive cross pedestrian and vehicular ingress and egress easements and cross parking easements on the Property; provide for shared utility use on the Property; and provide for the care and maintenance of the combined cross easement areas.
4. Declarant has been created, among other reasons, to maintain the above-referenced easements; to administer and enforce the covenants, conditions, and restrictions of this Declaration; and to collect and disburse funds pursuant to the assessments and charges established and referenced below.
5. Declarant desires and intends by recording this Declaration to submit the Property and the buildings and other improvements constructed thereon with all the appurtenances thereto, to mutually beneficial covenants, conditions, and restrictions under a general plan of improvement for the benefit of the Property and all portions of the Property and the owners thereof.
6. Declarant intends that Utah Code Title 57, Chapter 8 applies to the Property.

TERMS AND CONDITIONS:

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby publishes, declares, covenants, and agrees that all of the Property and portions of it, and all future owners of the Property, shall be bound by the below terms, conditions, restrictions, uses, limitations,

obligations, and easements all of which are declared and agreed (i) to be for the benefit for the Property, the owners thereof, and their successors and assigns, (ii) to be in furtherance of a general plan for the division of the Property, (iii) to run with the Property, (iv) to be binding on all parties having or acquiring any right, title, or interest in the Property or any party thereof, (v) to inure to the benefit of each owner thereof, and (vi) to be imposed upon the Property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

1. Declarant hereby grants and conveys a non-exclusive, blanket cross access easement on, over, and across the shaded areas and parking areas on Exhibit "A" ("the Easement Parcel") for (1) pedestrian and vehicular ingress and egress from adjoining streets to the Property, and (2) cross parking on the Property.
2. No portion of the Property may be used for any automotive service business, including, but not limited to, automotive repair, tire sales or service, painting, or detailing.
3. No portion of the Property shall emit foul odors; produce loud, disruptive noises; or otherwise cause a nuisance.
4. The pylon sign located on 300 West is owned by Declarant. Declarant may charge members of the association, or third parties, for the use of the sign; except, however, for the smaller areas that Declarant will assign to each member at no cost.
5. The Property's common area includes all of the area referenced in Section 1 above.
6. Declarant shall serve as, or shall appoint, the manager of the Property's common areas ("the Manager"). If a third party manager is appointed, such manager shall be selected by a vote of the board. A third party manager must be a professional, tenured and legally licensed by the State of Utah.
7. The Manager shall:
 - a. Promulgate regulations and/or rules that facilitate the successful completion of the Manager's duties in furtherance of the purposes of this Declaration;
 - b. Enforce this Declaration;
 - c. Ensure that the Easement Parcel shall not be obstructed so as to unreasonably interfere with its intended purposes;
 - d. Maintain, repair, and replace (or cause the same to be done) the asphalt and/or concrete surfacing on the Easement Parcel to standards required by any applicable municipal/government authorities. Maintenance shall include, but not be limited to, managing, cleaning, sweeping, striping, patching, signage, and snow and ice removal;
 - e. Regulate parking in the common areas;
 - f. From time to time (but in no event more often than monthly or less often than annually), invoice the owners of the Property on a pro rata basis (per square feet of ownership) for
 - i. The costs associated with the work referenced in this Section 7;
 - ii. Any shared utilities;
 - iii. A reserve fund for future expenditures; and
 - iv. Emergency cash calls for emergency expenses.

- g. Be the person to receive service of process on behalf of the Property.
 - h. Organize and conduct meetings of the members from time to time (but in no event more often than monthly or less often than annually).
8. The Manager may secure commercially reasonable liability insurance consistent with other properties of the same type and size in the area on behalf of the owner's association and include that cost as a shared cost under Section 7.
 9. The Property consists of five buildings, the square footage and ownership of which is described on Exhibit B attached hereto.
 10. Each member may cast one (1) vote for every 840 square feet of building floor space owned by such member. Any fraction shall be rounded consistently among the members. Votes may be cast via email. If no vote is made within five days of the board's request for a vote, such non-vote shall be an affirmative vote.
 11. Declarant hereby appoints Scott O. Mercer, a licensed attorney in the State of Utah, as trustee and further conveys and warrants pursuant to Utah Code Annotated Sections 57-1-20 and 57-8-45 to Scott O. Mercer, with power of sale, each portion of the Property and all improvements to the Property for the purpose of securing payment of assessments under the terms of this Declaration.
 12. If any action, suit, or proceeding is brought by an owner of any portion of the Property with respect to a matter or matters covered by this Declaration, or if a party finds it necessary to retain an attorney to enforce the rights under this Declaration, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorney fees, shall be paid by the non-prevailing party.
 13. This Declaration shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah.
 14. This Declaration may be amended on by a majority vote of the current members.

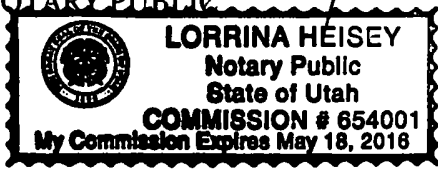
IN WITNESS WHEREOF, Declarant has executed this instrument on the date and year first written above.

DECLARANT:

Industrial Square Owners Association

By: *Spencer Vicens*
 Its: Member

The foregoing instrument was executed before me this 8 day of January, 201⁵~~4~~, by Spencer Vicens, the Member of Industrial Square Owners Association.

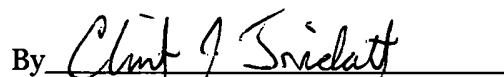
Lorrina Heisey
 NOTARY PUBLIC


Approved by:

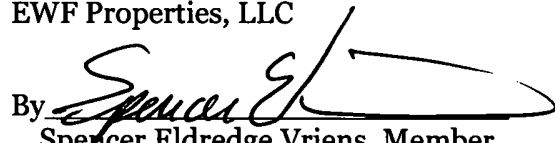
C C & F Properties, L.L.C.

By 
Jay Arthur Chamberlain, Member

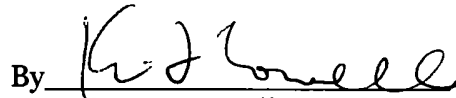
CMJ Industrial Square, L.L.C.

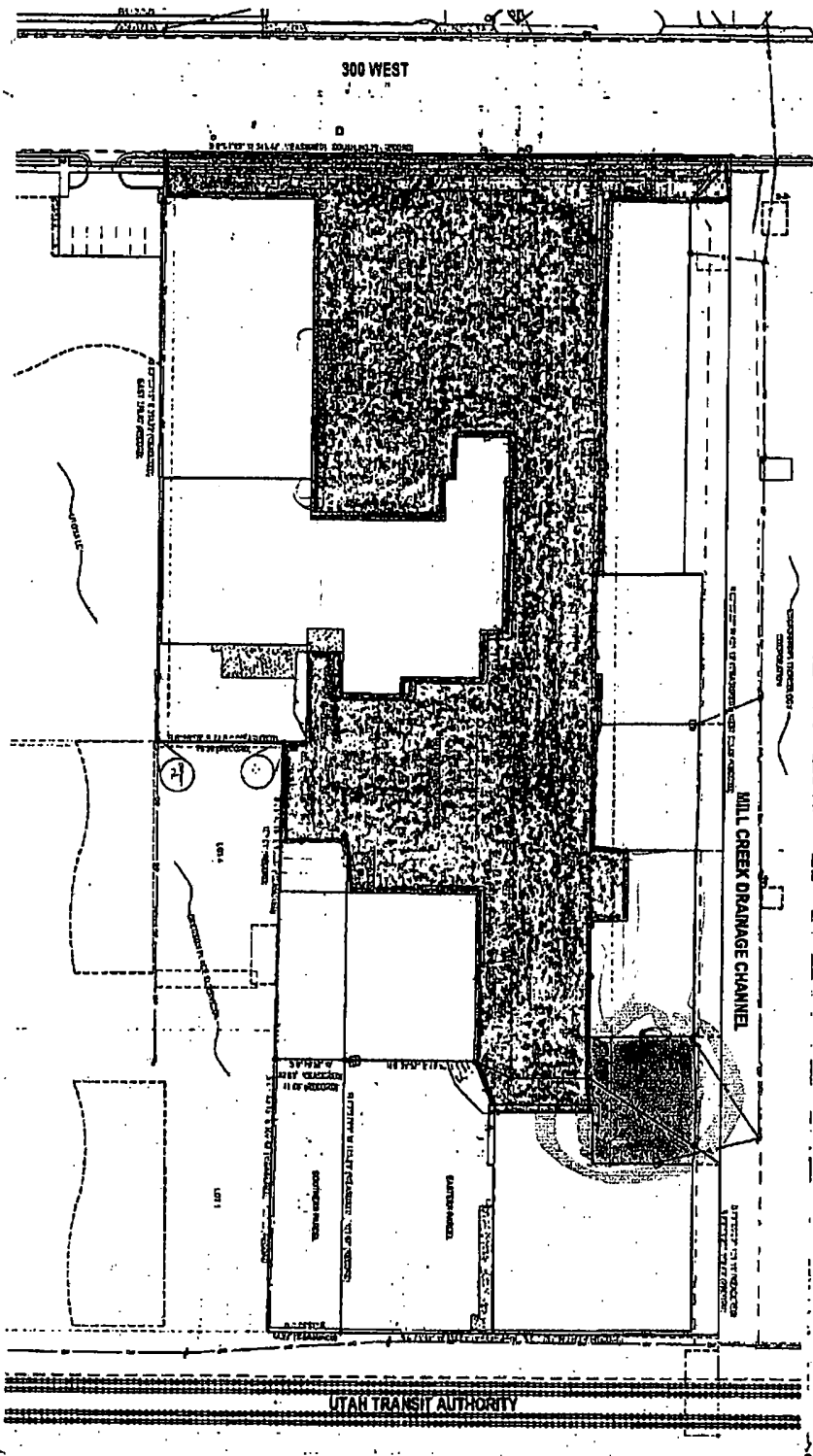
By 
Clint Trickett, Member

EWf Properties, LLC

By 
Spencer Eldredge Vriens, Member

SoSLC Property, LLC

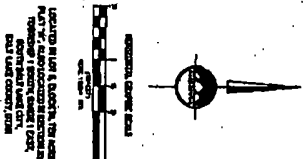
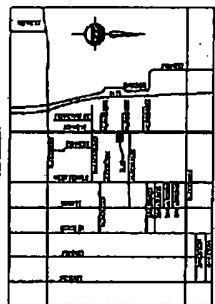
By 
Kevin L. Cornwell, Member



LEGEND

PARKING EASEMENT, THE MATCHED AREA AS DENIED AND SHOWN HERE-ON, HAS BEEN DESIGNATED AS RESERVED PARKING FOR THE PARTICULAR LOT WITHIN WHICH IT HAS BEEN SHOWN.

BLANKET CROSS ACCESS EASEMENT ON, OVER, AND ACROSS SHADED AREA AS DENIED AND SHOWN HERE-ON, HAS BEEN DESIGNATED FOR PEDESTRIAN AND VEHICULAR EGRESS AND EGRESS FROM ADJACENT STREETS TO PROPERTY AND CROSS PARKING ON THE PROPERTY.



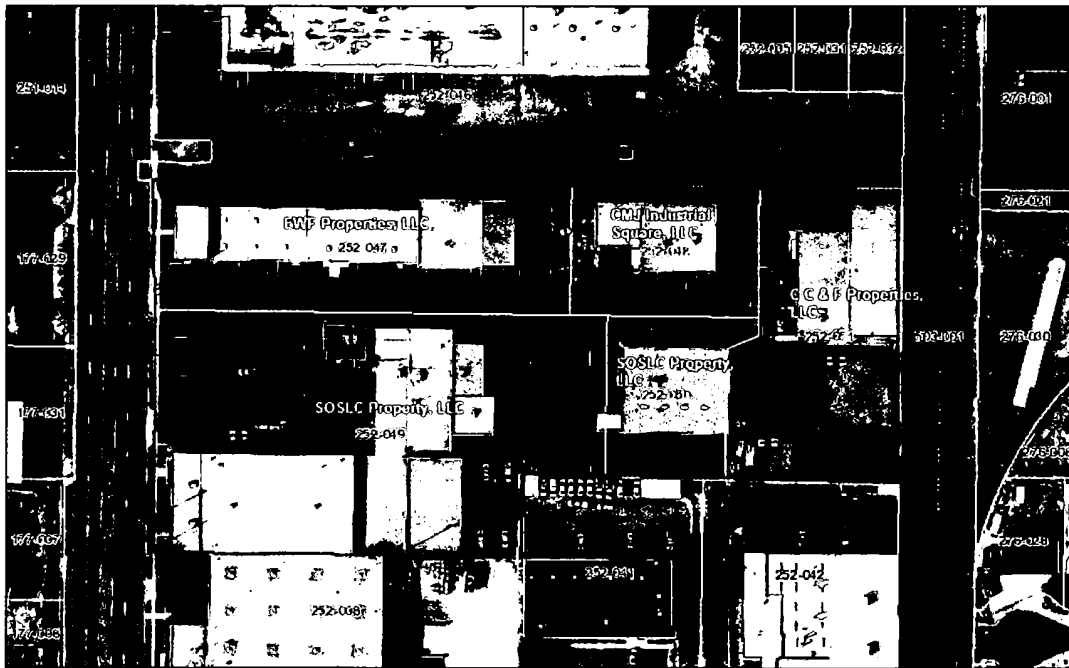
LOCATED IN LOT 1, BLOCK 1, THE NORTH SIDE OF SOUTH 3000 WEST, SALT LAKE CITY, UTAH. SEE PLAT FOR THE LOCATION OF THE PROPERTY.

	<p>EXHIBIT "A" INDUSTRIAL SQUARE 3000 SOUTH 3000 SOUTH 300 WEST SALT LAKE CITY, UTAH</p>	<p>1 of 1</p>
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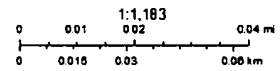
~~BK 10288 PG 6265~~

Exhibit "A" (continued)

Industrial Sqaure



November 18, 2014



This map was created by the office of the Salt Lake County Assessor in cooperation with the offices of Surveyor, Recorder, Auditor and Information Services. Copyright © 2013 Assessor GIS. The information depicted here is to be taken as an approximation of the actual location of the objects presented. This map is not intended to represent an accurate field survey or, for that matter, the actual location of any of the objects depicted here.

Exhibit B

OWNER	BLDG	SF	%
SoSLC Property, LLC	A	38,044	45.32%
EWf Properties, LLC	B	18,119	21.58%
CMJ Industrial Square, LLC	C	6,029	7.18%
CC&F Properties, LLC	D	13,743	16.37%
SoSLC Property, LLC	E	8,011	9.54%
		<u>83,946</u>	