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WHEN RECORDED, RETURN TO:

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P.O. Box 1685
Draper, Utah 84020-1685.

**AMENDED AND RESTATED DECLARATION
OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TECH CENTER 2000**

THIS AMENDED AND RESTATED DECLARATION OF EASEMENT, COVENANTS, CONDITIONS AND RESTRICTIONS FOR TECH CENTER 2000 ("Declaration") is made and executed to be effective as of May 31, 2017, by GSF-Tech Center B, LLC, a Utah limited liability company; GSF-Tech Center C, LLC, a Utah limited liability company; and Tech Center 2000, LLC, a Utah limited liability company (collectively, "Declarant"), with reference to the following:

RECITALS:

A. Declarant is the owner of certain real property located in Salt Lake County, Utah ("Property"), as subdivided by plat ("Plat") and recorded May 22, 2000 as Entry No. 7644755, in Book 2000P, at Page 125 in the office of the County Recorder for Salt Lake County, State of Utah. The Property is more particularly described on Exhibit A. The Plat subdivides the Property into three lots, known as Lot 1, Lot 2 and Lot 3 (each a "Lot" and collectively the "Lots").

B. The Property has been developed as the Tech Center 2000 project by constructing three buildings and improvements on the Lots ("Project"). A current site plan ("Site Plan") of the Project is attached as Exhibit B.

C. Declarant submitted the Property to the covenants, conditions, restrictions, easements, uses, limitations and obligations set forth in the Plat and in the original Declaration of Easements, Covenants, Conditions and Restrictions for Tech Center 2000 dated effective as of March 15, 2010 (the "Original Declaration").

D. The Original Declaration, provided for, among other things, the formation of Tech Center 2000 Owners Association, Inc. ("Association") intending that the Association would be the governing body of the Project subject to the provisions of the Original Declaration.

E. Declarant did not, however, actually complete the organization of the Association, collect assessments or use it for the purpose intended by the Original Declaration and, rather, the Lot Owners (who comprise the Declarant) insured their own Lot(s) and paid third party providers for maintenance of their own Lot(s).

F. By recording this Declaration, the Declarant amends and restates the Original Declaration, removes references to the Association and provides that the Owners will each maintain and insure their own Lot(s), including the Easement Areas on their Lot(s).

G. Declarant intends for the Owners to cooperate with each other to keep and maintain the Project in accordance with the standards set forth in this Declaration and to obtain efficiencies in insuring and maintaining the Easement Areas. The Owners may by vote of a majority of the Total Votes of the Lot Owners, agree to hire an independent management company to provide for the insurance, maintenance and repair of the Easement Areas or organize an association like the Association to be the governing body of the Project.

ARTICLE I DEFINITIONS

1.1 Defined Terms. Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.

1.2 “Building(s)” shall mean any permanently enclosed structure placed, constructed or located on a Lot, which shall include appurtenant canopies and supports.

1.3 “Declarant” shall mean, GSF-Tech Center B, LLC, a Utah limited liability company; GSF-Tech Center C, LLC, a Utah limited liability company; Tech Center 2000, LLC, a Utah limited liability company; and their successors and assigns.

1.4 “Easement Areas” shall mean the areas and facilities shown on the Site Plan as Easement Areas for the purpose of pedestrian and vehicular ingress and egress, parking, loading and unloading, landscaping, signage, lighting, garbage disposal, and utilities including sewer, water, storm drainage, electricity, and gas, together with related equipment, facilities, fixtures, and other personal property located thereon for the use and benefit of all Owners. The Easement Areas shall include all portions of a Lot that is not a Building. The Easement Areas that are located on each Lot shall be owned by Owner of that Lot. The Easement Areas on each Lot shall be managed and controlled by the Owner of the Lot for the use and enjoyment of all of the Owners as more fully described in this Declaration.

(a) “Floor Area” shall mean the total number of square feet of leasable floor space on each floor in a Building, including basement, subterranean, balcony and mezzanine space, irrespective of whether actually occupied, and including any outdoor seating area used exclusively by an Owner, including any tenant. The initial Floor Area for each Building is shown on the Site Plan. Floor Area shall be calculated on a consistent basis for all Buildings and, if necessary, shall be adjusted by the Board from that shown on the Site Plan in the event any Building is modified or remodeled.

1.5 “Lot” shall mean each individual parcel of real property shown on the Plat as a lot, together with all improvements located thereon and all appurtenances thereunto appertaining including the Easement Areas on such Lot.

1.6 “Mortgage” shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.

1.7 “Mortgagee” shall mean (i) any person named as the mortgagee or beneficiary under any Mortgage, or (ii) any successor to the interest of such person under such Mortgage.

1.8 “Owner” shall mean any person or entity or combination thereof, including the Declarant, at any time owning a Lot within the Project, as shown on the records of Salt Lake County, State of Utah. The term “Owner” shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Lot under contract until such contract is fully performed and legal title conveyed.

1.9 “Plat” shall mean the Plat for Tech Center 2000, a subdivision, as recorded in the office of the County Recorder for Salt Lake County, State of Utah, on May 23, 2000 as Entry No. 7644755, in Book 2000P, at Page 125.

1.10 “Project” shall mean all Lots and all Easement Areas.

1.11 “Property” shall mean all of Lots 1, 2 and 3, as more particularly described in Paragraph A of the Recitals above.

1.12 “Site Plan” shall mean the Site Plan attached hereto as Exhibit B.

1.13 “Total Votes of the Lot Owners” shall mean the total number of votes appertaining to the Lots in the Project, as shown on Exhibit D attached hereto. Each Owner shall be entitled to one vote for each square foot of Floor Area in its Building.

ARTICLE II DIVISION OF PROJECT

2.1 Submission to Declaration. All of said Property is and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth herein and in the Plat, each and all of which are declared and agreed to be for the benefit of the Project. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person acquiring, leasing, or owning an interest in any Lot, their lessees, heirs, executors, administrators, devisees, successors and assigns.

2.2 Subdivision into Lots. Pursuant to the Plat, the Property is divided into Lots as more particularly described on the Plat. The Owner of each Lot, shall have a non-exclusive easement to use, the Easement Areas, for the purpose set forth on the Plat and described in this Declaration.

2.3 Easements. The Declarant, its successors and assigns, shall have a transferable easement over and on the Easements Areas, for the purpose of doing all things reasonably necessary and proper for the construction, completion, development and sale of the Project.

ARTICLE III
IMPROVEMENTS

3.1 Description of Improvements. The Project consists of three Lots as shown on the Plat. Each Lot shall, when improved, contain one detached Building, principally constructed of glass and concrete tilt-up exterior, metal joist and deck with steel columns, sheet rock interiors and PVC membrane roofs, and such other materials as allowed by current building codes.

3.2 Description and Legal Status of Lots. The Plat shows the number of each Lot. All Lots shall be capable of being independently owned, encumbered, and conveyed.

3.3 Contents of Exhibit "B". Exhibit B to this Declaration furnishes the following information with respect to each Lot: (a) the Lot number, and (b) the number of votes appertaining to each Lot.

ARTICLE IV
NATURE AND INCIDENTS OF OWNERSHIP

4.1 Ownership and Maintenance of Lots. Subject to the provisions of this Declaration, each Owner shall have the right to construct, improve, reconstruct and repair the Building and other improvements located on such Owner's Lot. Each Lot, and the Building and other improvements located thereon, being the sole and exclusive property of the Owner thereof, and shall be maintained and repaired by the Owner and shall be kept in a clean and sanitary condition and in a state of good repair.

4.2 Title. Title to a Lot within the Project may be held or owned by any person or entity or any combination thereof 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 tenancy or tenancy in common.

4.3 Prohibition Against Subdivision of Lot. No Owner, by deed, plat or otherwise, shall subdivide or in any manner cause his Lot to be subdivided, partitioned or separated into physical tracts or parcels smaller than the whole Lot as shown on the Plat.

4.4 Ownership and Use of Easement Areas. The Owner of each Lot shall own the portion of the Easement Areas located on such Owner's Lot subject to easements for use in favor of all of the Owners. The Owners, pursuant to action taken in accordance with this Declaration may determine from time to time, subject to any required governmental approval, what improvements will be constructed or located on the Easement Areas. Each Owner shall, by virtue of receiving a deed to a Lot, own his Lot subject to and together with a non-exclusive easement in favor of all Owners on, over, across and through the Easement Areas for the purposes and uses set forth on the Site Plan and in this Declaration. Except as otherwise provided in this Declaration, each Owner shall be entitled to use of the Easement Areas in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules or regulations, if any, promulgated by the Owners.

4.5 Maintenance of Easement Areas. All Easement Areas on any Lot shall be maintained, cleaned, repaired and reconstructed by the Owner of the Lot. Without limiting the

generality of the foregoing, each Owner shall (a) maintain, clean, repair and keep in a sanitary condition and in a state of good repair all Easement Areas on its Lot(s); (b) remove all snow from all parking areas, sidewalks and driveways located on its Lot(s); and (c) re-landscape, re-construct and repair all Easement Areas on its Lot(s) at such time as the same are in a state of disrepair and require replacement.

4.6 Fences and Walls. Each Owner shall have the exclusive right to construct, locate, maintain, repair, and reconstruct any perimeter fences located on its Lot(s). Any perimeter fences shall not be removed except with the approval of Owners owning a majority of the Total Votes of the Lot Owners at a meeting of the Owners duly held in accordance with the provisions of this Declaration. Any fences or walls permitted by the provisions of this section, shall be constructed of materials and shall be of such colors, styles and characteristics consistent in quality and appearance with the fences currently in place in the Project on the effective date of this Declaration and shall be constructed of similar materials that are harmonious with the overall architecture and aesthetics of the Project.

4.7 Separate Mortgages by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber his Lot. No Owner shall attempt to or shall have the right to separately mortgage or otherwise encumber the Easement Areas or any part thereof. Any mortgage or other encumbrance of any Lot shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

4.8 Separate Taxation. Each Lot and the Building and other improvements located thereon including any portion of the Easement Areas shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. All such taxes, assessments, and other charges on each respective Lot shall be separately levied against the Owner thereof. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot.

4.9 Mechanics' Liens. No labor performed or material furnished for use in connection with any Lot with the consent or at the request of an Owner or his agent or contractor shall create any right to file a statement, claim, or notice of mechanic's lien against the Lot of any other Owner not expressly consenting to or requesting the same.

4.10 Description of Lot. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows:

All of LOT No. _____ contained within Tech Center 2000, as the same is identified in the subdivision plat recorded in the Office of the Recorder of Salt Lake County, Utah as Entry No. 7644755, in Book 2000P, at Page 125 (as said subdivision plat may have heretofore been amended or supplemented) and in the Amended and Restated Declaration of Easements, Covenants, Conditions and

Restrictions for Tech Center 2000, recorded in the Office of the Recorder of Salt Lake County, Utah as Entry No. _____, in Book _____, at Page _____, (as said Declaration may have heretofore been amended or supplemented).

Regardless of whether or not the description employed in any such instrument is in the above specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. The non-exclusive easement for use of the Easement Areas shall not be separated from the Lot to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such non-exclusive easement for use of the Easement Areas shall automatically accompany the transfer of the Lot to which it relates.

4.11 Non-Exclusive Easements. All driveways constituting a part of the Easement Areas that provide access to public roads outside of the Project shall be easements for the non-exclusive use of Declarant, the Owners, their guests, occupants, lessees, and invitees.

4.12 Mortgages and Liens on Easement Areas. No Owner shall attempt nor shall it have the right to mortgage or otherwise encumber the Easement Areas or any part thereof on a Lot owned by another Owner. No labor performed or material furnished for use in connection with the Easement Areas shall create any right to file a statement, claim, or notice of mechanic's lien against the Easement Areas.

4.13 Action and Approvals by Owners. The Owners intend that each Owner shall be responsible for his own Lot(s), including the Easement Areas located on the Lot(s), subject to the provisions and easements contained in this Declaration. The Owners shall cooperate with each other to resolve any issues that might arise among the Owners or under this Declaration and shall meet together and act in good faith to negotiate a satisfactory resolution to any issues. If this Declaration requires the approval or consent of the Owners or if the Owners elect to submit to a vote any issue that arises among them, then the approval or consent of a majority of the Total Votes of the Lot Owners shall be required. The Owners may act by written consent of a majority of the Total Votes of the Lot Owners, but no action may be taken without first giving notice of the action to all Owners. The Owners may elect to have a meeting to vote on any matter that requires a vote or that the Owners agree to submit to a vote. The Owners will agree on the time and place of the meeting and must notify all Owners of the meeting. Action taken at a meeting is effective if Owners holding a majority of the Total Votes of the Lot Owners attend the meeting and vote to approve the action. Only one representative of each Owner, or group of Owners, of a Lot will be entitled to vote on any matter or consent in writing to any matter. If an Owner is an entity or if a Lot is owned by more than one Owner, then the entity or the group of Owners will select on individual to cast the votes appurtenant to each Lot either at a meeting or in a written consent.

ARTICLE V EASEMENTS

5.1 Right to Ingress and Egress. Each Owner shall have the right to ingress and egress over, upon, and across the Easement Areas as necessary for access to such Owner's Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

5.2 Easement for Completion of Project. Declarant shall have a transferable easement over and on the Easement Areas for the purpose of completing construction of the Project and improvements therein and for the purpose of doing all things reasonably necessary or appropriate in connection therewith.

5.3 Easements Deemed Created. All conveyances of Lots within the Project hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements on, over, across and through the Easement Areas as are provided herein, even though no specific reference to such easements appears in any such conveyance.

5.4 Easements Reserved by Declarant. Declarant hereby reserves unto itself easements and rights of way, including but not limited to rights of ingress and egress, in, on, over and under the Easement Areas, for the purpose of constructing, erecting, operating and maintaining lines, cables, wires, conduits or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, garbage collection facilities, lighting poles and lines, landscaping, curb and gutter, signage, loading and unloading docks and ramps and any similar public or quasi-public improvements or facilities for the benefit of all Owners.

ARTICLE VI RESTRICTIONS ON USE

6.1 Commercial Uses Only. Each Lot and the Building and other improvements located thereon shall be used for high quality industrial, commercial, office, distribution, warehouse and/or retail purposes, and such other commercial purposes which are allowed by applicable zoning regulations and approved in advance by Owners holding at least a majority of the Total Votes of the Lot Owners. No portion of any Building may be used for restaurant purposes without the approval of all of the Owners.

6.2 Compliance with Laws. Each Owner shall at all times comply with all present and future safety, health, environmental or other laws, ordinances, orders, rules, regulations and requirements of all federal, state, county and municipal governments, departments, commissions, boards and officers, and all orders, rules and regulations of the National Board of Fire Underwriters or any other body exercising similar functions, which may be applicable to the Lot and Building and other improvements located thereon. Each Owner shall (a) comply with all federal, state and local statutes, rules and regulations governing substances or materials identified as toxic, hazardous or otherwise damaging to person or property by reason of its chemical nature ("Environmental Laws") and (b) promptly notify any other affected Owner in the event of any discharge, spillage, uncontrolled loss, seepage, release or filtration of oil or petroleum or chemical liquids or solids, particles, liquids or gaseous products, hazardous waste or any product or byproduct of such Owner's operations that may constitute an environmental hazard upon, on or under the Lot or improvement thereon or any other matter relating to the Environmental Laws as they may affect the Property. No Lot shall be used for residential purposes.

6.3 Temporary Structures. No temporary buildings or other temporary structures shall be permitted on any Lots; provided, however, trailers, temporary buildings and the like shall be permitted for construction purposes during approved alteration, replacement,

reconstruction or repair period of a Building. The location and nature of any structures must be placed as inconspicuously as practicable, shall cause no inconvenience to Owners of other Lots, and shall be removed not later than thirty (30) days after the date of substantial completion of the work in conjunction with which the temporary structure was used.

6.4 Antennas, Aerials and Dishes. No exterior radio, television or microwave antenna, aerial, dish or similar facility of any kind shall be erected or maintained on any Building or Lot without the prior approval of the Owners unless because of the placement and design of the antenna it is inconspicuous. If any other Owner objects, then the offending Owner will remove the antenna or get approval of the Owners to keep the antenna in place.

6.5 Auxiliary Structures. Water towers, storage tanks, processing equipment, skylights, cooling towers, communication towers, vents and any other similar structures or equipment placed upon any Building or Lot shall be adequately screened from public view and from the view of other Lots by a screening method reasonably suitable for such purposes prior to the construction or erection of said structures or equipment.

6.6 Utilities; Mechanical Equipment; Roof Projections.

(a) All utility lines, including electrical, shall be underground. Pad mounted transformers, switch gear and similar equipment that must be installed above ground level shall be installed in landscape areas with suitable landscaping consistent with safety and other regulations of the relevant utility companies.

(b) All mechanical equipment shall be located and positioned so as to be minimally visible where possible when viewed from the streets by the general public, shall be aesthetically incorporated into the architectural design of the Building and shall be constructed of materials compatible with those of the Building.

(c) No structure or appurtenance, including but not limited to water towers, standpipes, penthouses, elevators, elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain a Building, fire or parapet walls, skylights, tanks, cooling or other towers or flagpoles shall exceed a height of ten (10) feet above the finished rooftop of any Building, except as may be specifically approved in writing by the Owners.

6.7 Garbage. No refuse, garbage, trash, grass, shrub or tree clippings, plant waste, compost, bulk materials or debris of any kind shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or container or unless appropriately screened from view, except that any refuse or storage container containing such materials may be placed outside at such time as may be reasonably necessary to permit garbage or trash pickup or materials storage. The Owners may adopt and promulgate reasonable rules and regulations relating to the type and appearance of permitted trash receptacles, the screening thereof by fences or otherwise, and the manner of storing and using the trash receptacles on the Property.

6.8 Parking and Parking Areas. No parking shall be permitted on any street or drive, or any place other than parking areas located upon the Property as designated by the Site Plan. Each Owner shall be responsible for compliance by its employees and visitors of such rule. There shall be no charge for parking in the Easement Areas without the prior written consent of

the Owners or unless otherwise required by law. No Owner, including its tenants and invitees, shall be entitled to use more than five (5) parking spaces for each one thousand (1,000) usable square feet of Floor Area within that Owner's Building. Based upon the Site Plan, Building A shall be entitled to use 84 parking spaces; Building B shall be entitled to use 68 parking spaces; and Building C shall be entitled to use 55 parking spaces. If the minimum number of parking spaces required by governmental regulations is greater than the minimum requirements set forth above, then the minimum number of parking spaces as required by Governmental Regulations shall control. Each Owner shall have the right to designate up to 50% of those parking stalls shown on the Site Plan as being attributable to its Building as being reserved for the exclusive use of occupants of its Building. The Owners shall have the right to approve the signs, stripping or other designations for reserved parking spaces.

6.9 Accumulation of Materials; Storage Areas. No materials, supplies, merchandise, equipment, company-owned vehicles or similar items shall be stored except as approved in writing by the Owners. Fuel and other storage tanks shall be installed underground wherever practicable and in any event screened from public view.

6.10 Utilities. All pipes, lines and other facilities for utilities, including water, gas, sewer and drainage, and all lines and conduits of any type hereafter installed for the transmission of audio and visual signals or electricity shall be located beneath the ground or within an enclosed structure, except that certain overhead lighting and utility appurtenances may be located above ground.

6.11 Maintenance of Buildings and Improvements. Each Owner shall at its own expense keep each Building and all improvements located thereon, in a clean, safe, attractive and aesthetically pleasing condition, in good order and repair, including without limitation, painting and repairing and generally maintaining the exterior of all Buildings and other improvements at such times as necessary to maintain the appearance of a first class facility. The expense of any maintenance, replacement or repairs required in this section shall be the sole expense of each individual Owner.

6.12 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on or upon any Lot or Building, nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable disturbance, unsightliness or annoyance to others or which constitutes a trespass against any adjoining Lot or Building, its Owners, occupants or subtenants. No excessive emission of fumes, odors, vibration, gasses, radiation, dust, liquid, wastes, smoke or noise shall be emitted from any Lot or Building.

6.13 Annoying Sounds or Odors. No sound or odor shall be emitted from any Lot or Building that is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than devices used exclusively for security, fire prevention or fire control purposes, shall be located or used on any Lot or Building.

6.14 Maintenance of Drainage. Each Building and Lot shall have appropriate provision for water retainage as may be necessary or appropriate for the Property's overall

drainage system. The established drainage pattern over any Lot or Building may not be altered except as approved in writing by the Owners.

6.15 Water Systems. No individual water supply system shall be installed or maintained for any Lot or Building unless such system is designed, located constructed and equipped in accordance with the requirements, standards and recommendations of any applicable governmental authority having jurisdiction.

6.16 Exterior Lighting. All exterior and security lighting shall have underground service and shall be designed, erected, altered and maintained to the end that lighting shall be compatible and harmonious throughout the Property.

6.17 Signs. The Owners shall maintain a monument sign for the Project for the benefit of all Owners. All signs must conform to any applicable sign ordinances, rules and regulations and must be reasonably acceptable to Owners holding a majority of the Total Votes of the Lot Owners.

6.18 No Obstructions. There shall be no obstruction of the Easement Areas by any Owner. Except with the prior written consent of all the Owners, Owners shall neither store nor leave any of their equipment, fixtures or personal property in the Easement Areas.

6.19 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in or on any Lot or in the Easement Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Easement Areas or any part thereof shall be committed by any Owner or guest or invitee of any Owner, and each Owner shall indemnify and hold the other Owners harmless against all loss resulting from any such damage or waste caused by such Owner, his agents, employees, guests, lessees, licensees, or invitees.

6.20 Rules and Regulations. The Owners and their agents, guests, invitees, employees, and contractors shall comply with all of the rules and regulations governing use of the Easement Areas, as such rules and regulations may from time to time be adopted, amended, or revised by the Owners.

6.21 Pets and Animals. No animals or birds of any kind shall be raised, bred or kept in or on any Lot or in the Easement Areas.

6.22 Application of Restrictions. All of the easements, covenants, conditions, restrictions and other provisions of this Declaration shall apply to all Owners and anyone claiming by, through or under the Owners including but not limited to occupants, guests, lessees, employees, agents, contractors and invitees. All of the Property shall be held, used and enjoyed subject to the limitations, restrictions and other provisions set forth in this Declaration. Reasonable variations from the strict application of the limitations and restrictions in this Article VI in any specific case may be granted by the Owners upon the vote of a majority of the Total Votes of the Lot Owners, if such strict application would be unreasonable or unduly harsh under the circumstances or otherwise not in the best interests of, or harmful to, the other Owners. Any such variance shall not constitute a waiver or estoppel with respect to any future action by the Owners.

ARTICLE VII
INSURANCE AND INDEMNIFICATION

7.1 Types of Insurance. Each Owner shall obtain and keep in full force and effect at all times the following types of insurance coverage on the Lot(s) owned by such Owner, including the Building and other improvements and Easement Areas on such Lot(s), provided by companies licensed to do business in the State of Utah:

(a) Fire and Casualty Insurance. A policy or policies of insurance in such amounts as shall provide for replacement thereof in the event of damage or destruction from casualty against which such insurance is customarily maintained by other projects similar in construction, design, and use. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the respective Owner shall deem it appropriate to provide insurance protection.

(b) Public Liability and Property Damage Insurance. A broad form of comprehensive public liability insurance coverage for the Lot(s), in such amounts and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death and property damage. Coverage shall include without limitation, liability for operation of automobiles and all activities in connection with the ownership, operation, maintenance, and other use of the Lots.

(c) Workers' Compensation Insurance. Workers' compensation and employer's liability insurance and all other similar insurance with respect to employees of the Owner, if any, in the amounts and in the forms now or hereafter required by law.

7.2 Form of Insurance. Insurance coverage on the Lots, insofar as possible, shall be in the following form:

(a) Fire and Casualty Insurance. Casualty and hazard insurance in a form or forms naming Owner as the insured and containing a standard, noncontributory mortgagee clause in favor of each Mortgagee.

(b) Public Liability and Property Damage Insurance. Public liability and property damage insurance which names the Owner as the insured and which protects each Owner against liability for acts or omissions of Owner in connection with the ownership, operation, maintenance, or other use of the Project.

7.3 Indemnification.

(a) Mutual Indemnification. Each Owner indemnifies the other Owners against all losses, liabilities, and claims, including attorneys' and experts' fees and costs, arising from or in connection with the loss of life, personal injury, and damage to property resulting from any negligent or willful act or omission of the indemnifying party or its agents, contractors, servants or employees or from any failure of the indemnifying party to maintain or insure its Lot or otherwise to comply with the requirements of this Declaration. An indemnifying party shall not be required to indemnify any other Owner to the extent that any losses, liabilities and claims arise from the negligent or willful acts or omissions of the other Owner.

(b) Defense Efforts. If an Owner, without fault, becomes a party to any litigation commenced by or against another Owner, or if an Owner, in its reasonable discretion, determines that it must intervene in litigation to protect its interest under this Declaration, the indemnifying Owner will defend the other Owner using attorneys reasonably satisfactory to the other Owner and will pay all costs, expenses, and reasonable attorneys' fees and costs in connection with that litigation. An indemnified Owner has the right to engage its own attorneys in connection with any of the provisions of this Article, including in any defense of or intervention by that Owner, notwithstanding any contrary provisions of the laws or court decisions of the state of Utah.

(c) Waiver of Subrogation. The Owners each waive any rights they have against the other Owners on account of any loss or damage occurring to the releasing Owner or its respective Lot(s) and arising from any risks generally covered by an "all risk" insurance policy and from any risk covered by property insurance then in effect. In addition, the Owners for themselves and on behalf of their respective insurance companies, waive any right of subrogation that they or any insurance company may have against any other Owner. The Owners intend that with respect to any loss from a named peril required to be covered under a policy of property insurance required under this Declaration, the Owners will look solely to their respective insurance company for recovery. The foregoing waivers of subrogation are operative only so long as available in the state of Utah and provided that no policy of insurance is invalidated by the waivers.

7.4 Additional Coverage. The provisions of this Declaration shall not be construed to limit the power or authority of an Owner to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration in such amounts and in such forms as the Owner may from time to time deem appropriate.

ARTICLE VIII DAMAGE OR DESTRUCTION

8.1 Total Destruction. If damage or destruction occurs in or to the Project that is so extensive that every Owner of every Lot in the Project votes to not rebuild, repair or reconstruct the Easement Areas damaged or destroyed, then in such event and upon written agreement of every Owner, this Declaration shall be terminated, and each Owner shall own his Lot, including all portions of the Easement Areas located on his Lot, and there shall be no obligation to repair or reconstruct the damaged portions of the Lots or the Easement Areas, subject to the non-exclusive easement of use of the Easement Areas in favor of each Owner.

8.2 Partial Destruction. As long as any one Owner of any Lot so elects, upon the damage or destruction of any portion of the Easement Areas, the Owners shall proceed to repair and reconstruct the Easement Areas on their Lot(s).

8.3 Repair or Reconstruction. As soon as practicable after receiving estimates on the cost of repair or reconstruction, each Owner shall, if repair or restoration is to occur, diligently pursue to completion the repair or reconstruction of that part of the Easement Areas on its Lot(s) that was damaged or destroyed.

8.4 Disbursement of Funds for Repair or Reconstruction. If repair or reconstruction is to occur, then the insurance proceeds held by the Owners, or any of them, shall constitute a fund for the payment of the costs of such repair and reconstruction. It shall be deemed that the first monies disbursed in payment for the costs of such repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all of the costs of such repair or reconstruction, such balance shall be distributed to the Owners entitled to the same under their respective insurance policies.

ARTICLE IX CONDEMNATION

9.1 Condemnation. If at any time or times all or any part of the Easement Areas shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Easement Areas in lieu of condemnation, but under threat of condemnation, shall be deemed to be taken by power of eminent domain.

9.2 Proceeds. All compensation, damages, and other proceeds from any such taking by power of eminent domain shall be allocated among and distributed to the Owners in proportion to amount of Easement Areas on their Lots that is taken. Such distribution shall be made by check payable to the respective Owners and their respective Mortgagees, as appropriate.

ARTICLE X COMPLIANCE WITH DECLARATION

10.1 Compliance. Each Owner shall comply with the provisions of this Declaration, and the rules and regulations promulgated by the Owners, from time to time, if any, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by an aggrieved Owner.

10.2 Enforcement and Remedies. The obligations, provisions, covenants, restrictions easements and conditions contained in this Declaration, or in any supplemental or amended Declaration, enforceable against an Owner or any other person, shall be enforceable by Declarant or an aggrieved Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid.

ARTICLE XI MORTGAGEE PROTECTION

11.1 Mortgage Protection. No breach of any of the covenants, conditions, restrictions, and limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions easements and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure or trustee's sale.

11.2 Priority of Liens. No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage.

11.3 Prior Liens Relate Only to Individual Lots. All taxes, assessments and charges which may become liens prior to the first Mortgage under local law shall relate only to the individual Lot and not to the Project as a whole.

11.4 Mortgage Holder Rights in Event of Foreclosure. Any Mortgagee of a Mortgage of record which obtains title to a Lot by the foreclosure of the Mortgage on the Lot or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid charges against the Lot which accrued prior to the date of the acquisition of title to such Lot by such acquirer.

11.5 Amendment. No provision of this Article XI shall be amended without the prior written consent of at least two-thirds of all first Mortgagees as appear on the official records of Salt Lake County, Utah, as of the date of such amendment.

ARTICLE XII APPROVAL OF PLANS

12.1 Approval of Plans for Alteration, Additions or Reconstruction. No construction or exterior alterations of any Building or other improvements, including signs, may be commenced without written approval of the plans for such construction, repair, replacement, reconstructing, addition or alteration by Owners holding a majority of the Total Votes of the Lot Owners. A complete set of plans for the construction repair, replacement, reconstruction, addition, or alteration of any Building or other Improvements must be signed by the applicant and submitted to the Owners for review. The Owners shall either approve or disapprove plans submitted in writing within thirty (30) days from the date on which they were received, and the failure of the Owners to either approve or disapprove within this period shall constitute approval of said plans. Wherever approval in writing is required by the terms of this Declaration, such requirement shall mean written approval of the Owners secured in the following manner:

(a) All applications to the Owners shall be addressed as follows:

Ken Kelter
Tech Center 2000, LLC
P.O. Box 1685
Draper, UT 84020

Carey Smith
GSF-Tech Center B, LLC
18489 Wilson Ave.
PO Box 229
Cedar Valley, UT 84013

or to any such address as the Ken Kelter shall hereafter designate in writing, addressed to Owners by U.S. Mail.

(b) The Owners shall exercise their best judgment to see that all Buildings and improvements, including signs constructed within the Property conform to the purposes and requirements of this Declaration.

(c) Upon the approval of plans by the Owners hereunder, the requesting Owner shall diligently proceed with the commencement and completion of all approved construction, repair, replacement, reconstruction or addition. Unless work on the approved construction repair, replacement, reconstruction or addition shall be commenced within one (1)

year from the date of such approval and diligently pursued thereafter, then the approval shall automatically expire, unless the Owners have given a written extension of time.

(d) Approval of plans by the Owners may be secured prior to acquisition of a Lot pursuant to the terms of a sales contract.

12.2 Exterior Materials and Colors. The Buildings are made of concrete tilt-up panels and painted with high performance gloss. There is a four foot wainscot color and all white above that. The paint color is "Softly Chiming White." Building materials and color shall be harmonious and compatible with colors of the natural surroundings and adjacent Buildings. The Owners intend that the Buildings all remain the same color and any changes to the Building materials or colors will require the approval of all of the Owners.

ARTICLE XIII GENERAL PROVISIONS

13.1 Intent and Purpose. The provisions of this Declaration and any supplemental or amended Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a planned unit development project. Failure to enforce any provision, restriction, covenant, or condition in this Declaration, or in any supplemental or amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

13.2 Construction. The provisions of this Declaration shall be in addition and supplemental to all applicable provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The Article and section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define or otherwise affect the context, meaning, or intent of this Declaration or any Article, section or provision hereof. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

13.3 Amendment. Except as otherwise provided herein, this Declaration may be amended if Owners holding at least fifty-one percent (51%) of the Total Votes of the Lot Owners consent and agree to such amendment at a meeting of the Owners duly held in accordance with the provisions of this Declaration, which properly approved amendments shall be evidenced by instruments which are duly recorded in the office of the County Recorder for Salt Lake County, State of Utah.

13.4 Effective Date. This Declaration shall take effect upon recording.

13.5 Owner's Obligations. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may be leasing, renting, or selling on contract his Lot. The Owner of a Lot shall have no obligation for expenses or other obligations accruing after he conveys title to such Lot.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the day and year first above written.

DECLARANT:

GSF-Tech Center B, LLC,
a Utah limited liability company

By: [Signature]
Name: Carey G. Smith
Title: Member

GSF-Tech Center C, LLC,
a Utah limited liability company

By: [Signature]
Name: Carey G. Smith
Title: Member

Tech Center 2000, LLC, a Utah limited liability
company

By: [Signature]
Name: Ken Kelter
Title: member

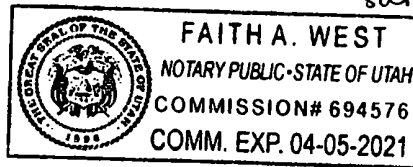
STATE OF UTAH)
)
COUNTY OF Utah) : ss.

The foregoing document was acknowledged before me this 31 day of May, 2017,
by Carey G. Smith, the Member of GSF-
Tech Center B, LLC, a limited liability company.

[Signature]
NOTARY PUBLIC

My Commission Expires:
4.5.21

Residing at: 1543 W. Redwood Rd
Saratoga Springs, UT 84045



STATE OF UTAH)
 : ss.
COUNTY OF Utah)

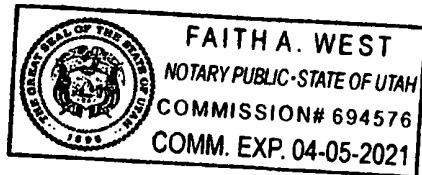
The foregoing document was acknowledged before me this 31 day of May, 2017,
by Gary G. Smith the
Member of GSF-Tech Center C, LLC, a
limited liability comp.

Paul A. West
NOTARY PUBLIC

Residing at: 1543 N. Redwood Rd
Saratoga Springs, UT 84045

My Commission Expires:
4.5.21

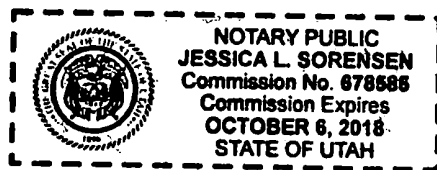
STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)



The foregoing document was acknowledged before me this 8 day of June, 2017,
by Kenneth Ketter the
member of Tech Center 2000, LLC, a Utah limited
liability company.

Jessica L. Sorensen
NOTARY PUBLIC
Residing at: St George

My Commission Expires:
10-6-18



**EXHIBIT A
TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TECH CENTER 2000**

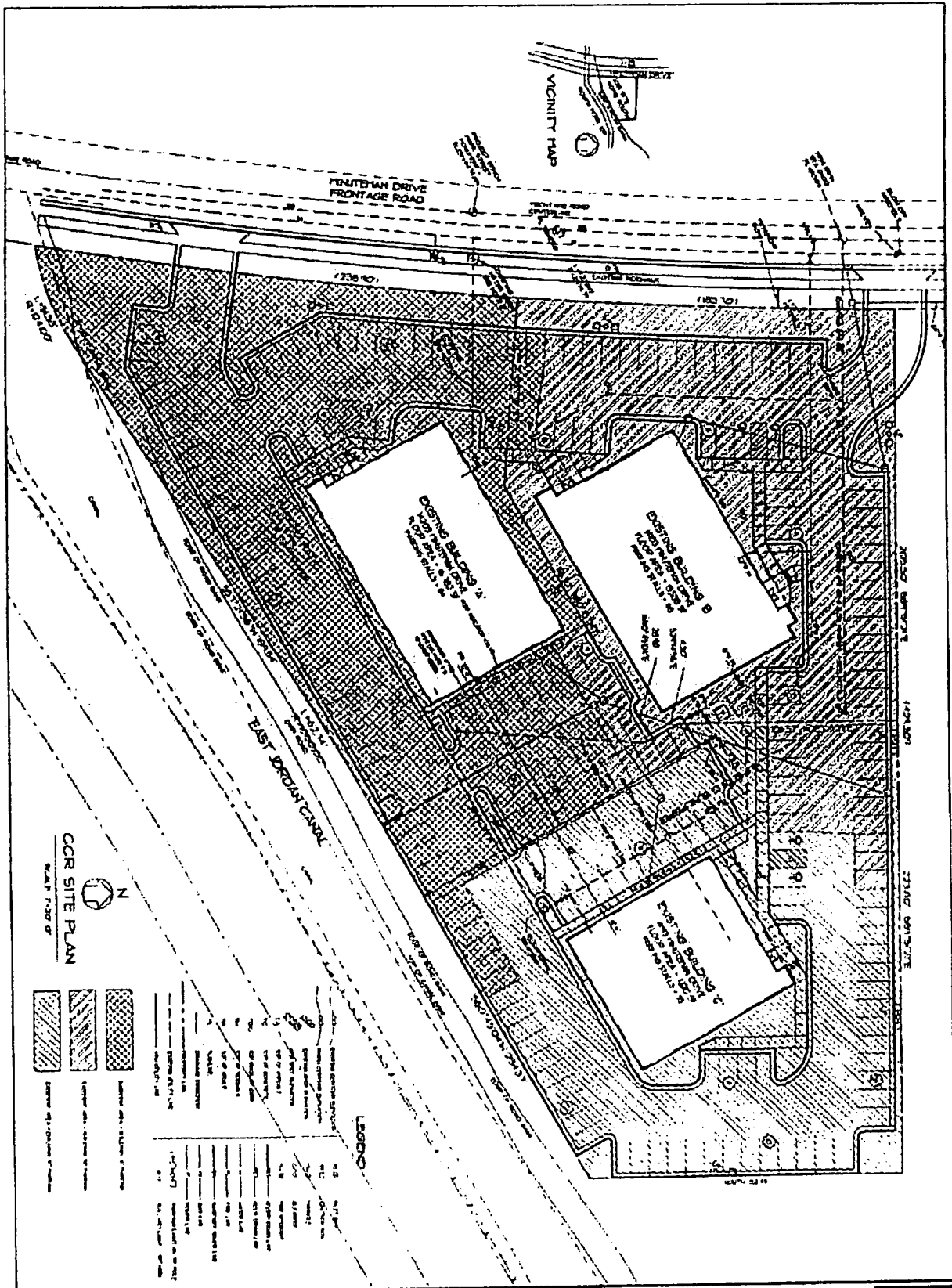
(Property Description)

The real property referenced in the Declaration as the Property is located in Salt Lake City, Utah, as is more particularly described as follows:

All of Lots 1, 2 and 3, Tech Center 2000, according to the official plat thereof on file and of record in the Salt lake County Recorder's Office.

**EXHIBIT B
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TECH CENTER 2000**

(Site Plan)



CCR SITE PLAN - EXHIBIT 'B'
 TECH CENTER 2000
 KL & KL INVESTMENT, INC



PASKER GOULD AMES & WEAVER



**EXHIBIT C
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TECH CENTER 2000**

(Voting)

Lot Number	Number of Votes
1 (14183)	13,538
2 (14203)	16,782
3 (14193)	11,120
Total Votes:	41,440