

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

For North Shore Corporate Center
American Fork City, Utah County, Utah

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (referred to below as the "Declaration") for certain parcels of real property owned by Lowe Land Improvement, L.C. and Flat Creek Development, L.L.C. to be collectively referred to in the future as North Shore Corporate Center (referred to below as the "Subdivision") is made and executed on this 29 day of January, 2007, by Lowe Land Improvement, L.C., a Utah limited liability company, and Flat Creek Development, L.L.C., a Utah limited liability company (hereinafter referred to collectively as "Declarant").

RECITALS:

(A). Declarant is the Owner of the following described parcels of real property (the "Property") located in Utah County, Utah:

(See attached Exhibit "A" for the Property Descriptions comprising the Property)

(B). Declarant intends to develop a business park, general commercial zone and light industrial zone on the Property. Declarant will develop and convey all of the Lots (defined below) within the Subdivision subject to a general plan of development, and subject to certain protective covenants, conditions and restrictions all as set forth in this Declaration (collectively, the "Covenants, Conditions and Restrictions"), and which are deemed to be covenants running with the land, mutually burdening and benefiting each of the Lots within the Subdivision.

ARTICLE I

DECLARATION

1.1 DECLARANT HEREBY DECLARES that all of the Lots within the Subdivision shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitude set forth in this Declaration, all of which are created for the mutual benefit of the Owners (defined below) of the Lots. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a generally uniform pattern of development, to protect and enhance the property values and maintain the aesthetic appeal of the Lots by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the Lots. The Covenants, Conditions and Restrictions are

intended to, and shall in all cases run with the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots in the Subdivision to be located on the Property. The Covenants, Conditions and Restrictions shall be binding upon the Declarant as well as its successors-in-interest, and may be enforced by the Declarant, its successor(s)-in-interest or by any Owner of a Lot within the Subdivision regardless of location within the Subdivision.

1.2 Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of the Subdivision Improvements; (2) use of any Lot owned by the Declarant as a model, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City ordinances; and (4) assignment of Declarant's rights under this Declaration in whole or part to one or more builders intending to construct units within the Subdivision.

ARTICLE II

DEFINITIONS

Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following specific meanings:

2.1 "Architectural Committee" shall mean the committee created under Article IV of this Declaration.

2.2 "Architectural Design Standards" shall mean the Building and Lot design standards and restrictions created under Article V of this Declaration.

2.3 "Builder" shall mean a duly licensed Person hired to construct any Building or accessory building on any Lot located within the Subdivision.

2.4 "Building" shall mean a structure built or to be built on any Lot(s), in accordance with the terms of this Declaration, but shall not include any accessory buildings.

2.5 "City" shall mean American Fork City, Utah and its appropriate departments, officials and boards.

2.6 "Declarant" shall mean and refer to Lowe Land Improvement, L.C., a Utah limited liability company, and Flat Creek Development, L.L.C., a Utah limited liability company, collectively, and to their assigns.

2.7 "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions. The Subdivision Plats for North Shore Corporate Center (which Declarant intends, but is not obligated, to record in the future), and the easements and other matters shown on any such Plats, are also incorporated into this Declaration by this and other reference.

2.8 "Improvement" shall mean all structures and appurtenances of every type and kind, including, but not limited to, Buildings, garages, storage buildings, walkways, retaining walls, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any Building.

2.9 "Lot" shall mean each of the parcels of real property as described in Exhibit "A." Upon future approval and recording of a Plat, as defined below, with the Utah County Recorder's Office, "Lot" shall also mean any numbered building Lot shown on any official plat of all or a portion of the Subdivision.

2.10 "Owner" shall mean the Person or Persons having title to any Lot. Owner shall mean the Person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any Person or entity holding title for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a Deed of Trust or mortgage under a mortgage.

2.11 "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

2.12 "Plat" shall mean an official ownership plat of the Subdivision, as approved by the City and recorded in the office of the Utah County Recorder, as the same may be recorded in the future and may be amended from time to time.

2.13 "Property" shall have the meaning set forth in the recitals.

2.14 "Subdivision" shall mean the parcels of real property owned by Lowe Land Improvement, L.C. and Flat Creek Development, L.L.C. and described in Exhibit "A." Upon future approval and recording of a Plat, "Subdivision" shall also mean all of the North Shore Corporate Center and all Lots, and other property within the Subdivision as shown on the Plats covering the Property or a portion thereof.

2.15 "Subdivision Improvements" shall mean all subdivision improvements to be installed outside the boundaries of Lots or within easements as identified on the Plats that are necessary to provide public road access and utility service to the Lots, and including other construction work required to comply with any conditions of City or County or other governmental agencies to the approval of the Subdivision or any Plat thereof.

2.16 "Zoning Section" shall mean any one of three (3) areas, to be more particularly described at a later date, each adhering to different zoning and use requirements. The three (3) types of zoning and use requirements shall be "Business Park," "General Commercial" and "Light Industrial" zoning as defined below (the location of each Zoning Section is as approximately depicted in Exhibit "B" attached hereto and incorporated herein by this reference):

(a) "Business Park Zone" shall mean the approximately thirteen (13) acre area of the Subdivision located approximately as depicted in Exhibit "B" and subject to the conditions and requirements of Business Park zoning, as contained in the zoning ordinance of the City, which conditions and requirements may change from time to time.

(b) "General Commercial Zone" shall mean the approximately fourteen (14) acre area of the Subdivision located approximately as depicted in Exhibit "B" and subject to the conditions and requirements of General Commercial zoning, as contained in the zoning ordinance of the City, which conditions and requirements may change from time to time.

(c) "Light Industrial Zone" shall mean the approximately nineteen (19) acre area of the Subdivision located approximately as depicted in Exhibit "B" and subject to the conditions and requirements of Light Industrial zoning, as contained in the zoning ordinance of the City, which conditions and requirements may change from time to time.

ARTICLE III

RESTRICTIONS ON ALL LOTS

The following restrictions on use apply to all Lots within the Subdivision:

3.1 Zoning Regulations. The lawfully enacted zoning regulations of the City and any building, fire, and health codes are in full force and effect in the Subdivision. No Lot may be occupied in a manner that is in violation of any statute, law or ordinance.

3.2 Zoning Sections. The Subdivision shall consist of three (3) Zoning Sections, as set forth in Section 2.16 above.

3.3 Licensed General Contractor. Unless the Architectural Committee gives a prior written waiver of approval to an Owner, no Building shall be erected, altered or placed on any Lot except by a licensed general contractor duly qualified and licensed by the appropriate governmental authorities.

3.4 No Mining Uses. The property within the Subdivision shall be used for business/commercial and industrial purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted.

- 3.5 Completion Required Before Occupancy. No Building may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.
- 3.6 Building to be Constructed First. No garage, storage unit, or other out building may be constructed prior to the construction of the Building on the Lot.
- 3.7 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot.
- 3.8 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service installations entirely within that Lot. No propane tanks or oil tanks may be installed on any Lot, except for temporary heat during construction and except as necessary for uses for which prior written approval as been granted by the Declarant, solely, or, if the Declarant no longer owns any Lot within the Subdivision, the Architectural Committee. Utilities will be available to each Owner from the road and may be accessed by each Owner to run said Utilities to their individual Building(s) or accessory buildings as needed.
- 3.9 Maintenance of Property. All Lots, and all Improvements thereon, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit its Lot or the Improvements thereon to fall into disrepair.
- 3.10 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation or loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.
- 3.11 No Hazardous Activity. No activity may be conducted on any Lot that is or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of a conventional insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for commercial uses, the discharge of firearms or fireworks, and setting open fires.
- 3.12 Vehicles Restricted to Roadways. Motor vehicles may only be operated on improved roads and driveways within the Subdivision, except as to any Lot upon which construction of a Building is occurring or has not yet occurred. In any event, no snowmobiles, motorcycles or other all terrain vehicles (hereinafter referred to as "ATVs") will be operated on any Lot, except for ingress and egress or while loading the ATVs for lawful transport on public streets or in connection with any sale thereof when it is the primary business of any Owner of any Lot to sale such ATVs.
- 3.13 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, open storage; open storage or parking of boats, campers, camper shells, or trailers which are unusable, in poor condition or unsightly; inoperable motor vehicles; accumulations of

lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use or for the sale thereof by any Owner of any Lot a part of whose primary business it is to sale such lawn or garden furniture; and the storage or accumulation of any other unsightly or inoperable material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

3.14 No Annoying Lighting. Any permanent outdoor lighting shall be subject to approval by the Architectural Committee, and no permanent outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot upon which it is installed. This shall not apply to street lighting maintained by the City.

3.15 No Annoying Sounds. No horns, windbells, windchimes, or other noise making devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security alarms or fire alarms or any such items incidental to any product(s) or good(s) being the sale of which is the primary business of any Owner of any Lot in the Subdivision.

3.16 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Buildings must be connected to the sanitary sewer system.

3.17 No Fuel Storage. No fuel, oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the Property, which would be a violation of American Fork City ordinances or is not installed in connection with any permitted use as outlined herein or for which prior written approval has been given by the Declarant, or when the Declarant no longer owns any interest in any Lot within the Subdivision, the Architectural Committee. Buildings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Building until the permanent heating system is installed and operational.

3.18 Drainage. No Owner shall alter the direction of natural drainage from his Lot, nor shall any Owner permit accelerated storm run-off to leave its Lot without first using reasonable means to dissipate the flow energy.

3.19 Residential Use. Residential use in conjunction with commercial/industrial purposes must be approved by American Fork City and Declarant or when the Declarant no longer owns any interest in any Lot within the Subdivision, the Architectural Committee.

3.20 Combination of Lots.

(a) Authority to Combine Lots. Subject to the provisions of this Declaration and the limitations set forth in this section, any Owner may combine two or more adjoining Lots within the Subdivision.

(b) Building Placement. The square footage of the Building on the combined Lots shall be placed in any manner consistent with American Fork City ordinances.

(c) Combination Deemed Permanent. The combination of Lots is deemed to be permanent and the Lots may not be independently sold once construction has commenced on the Improvements for the combined Lot. The Owner of any Lots that have been combined will execute and deliver to the Committee a notice in recordable form, containing the name of the Owner and the legal description of the Lots combined, which Notice will state that the two Lots have been combined and cannot subsequently be subdivided. The Architectural Committee shall record this Notice with the Utah County Recorder upon the commencement of the construction of the Building on the combined Lots.

(d) Declarant Power to Split. Declarant shall have the power and authority to split any unsold Lot in to two or more Lots. Furthermore, Declarant shall hereby have a power of attorney, coupled with the interest in the Lot(s) to be split, to sign any documents necessary on behalf of all those Owners in the Subdivision which are not contiguous with or affected by the splitting of such Lot(s), if such split affects an Owner or the Owner's signature is required.

(e) Application to Lots Developed as Condominiums. In the event any Lot is approved by the City and developed as a condominium project to be divided into and sold by Declarant or any successor in interest as individual condominium units, the foregoing terms of this paragraph 3.20 shall not apply thereto insofar as they directly conflict with such condominium-style development, ownership and sales. Nothing contained in the foregoing paragraph 3.20 shall be interpreted to prohibit such condominium development. Upon the approval and development of a condominium project on any Lot, each condominium unit (hereinafter referred to as a "Unit" or "Units"), as defined by the applicable condominium declaration, shall be a separate and distinct Unit, which the Owner of a Unit or Units and any successors in ownership thereof may sell, transfer or otherwise convey. However, for all other purposes in this Declaration, such Units within a single condominium project, regardless of how many Lots are included in said condominium project, shall be treated collectively as a single Lot as that term is defined above in paragraph 2.9 and for purposes of exercising those other rights given to each Lot as outlined in this Declaration, which rights may only be exercised on behalf of said Units by a condominium association or homeowner's association of which such Units are Members. If no condominium or homeowner's association exists, then said rights may be exercised by majority vote of the Owners of such Units in a single condominium project.

3.21 Prohibited Uses. No Lot shall be used for any purpose or business which is considered dangerous or unsafe, or which constitutes a nuisance, or is noxious or offensive, including, but not limited to, adult or sex-related businesses and businesses whose primary business it is to sell liquor and other alcoholic beverages.

3.22 Loading Docks. No loading docks shall be constructed facing on any public or private street located within the Subdivision. All loading docks must be constructed on the side or rear of the Building or other accessory building.

3.23 Storage Yards. Outdoor storage and storage yards shall be screened from public view and shall be placed so as to conform to the building line restriction set forth in this Declaration.

3.24 Parking. Owners of Lots shall not permit their employees or tenants to park on the Street in front of the Lots. It will be the responsibility of such owners, their successors, assigns, or other Persons holding under them to provide adequate off-street parking for employees and visitors within their property lines. All parking areas observable from the Street shall be covered with a hard, dust-free, paved surface. All parking areas, including those screened from public view, must be covered with a hard, dust-free, paved surface.

3.25 Cross Easement Reservation. A cross easement between all Lots and between the Zoning Sections located within the Subdivision may be required at a later date, in the sole discretion of the Declarant. As long as Declarant is the Owner of any Lot or other portion of the Subdivision, Declarant shall hereby have a Power of Attorney, coupled with the interest in the Lot(s) to implement, reserve and record any cross easement(s) within the Subdivision and over, across and under any Lot as are reasonably necessary or that may contribute to the overall value of the Subdivision or of any individual Lot, in the sole discretion of the Declarant, but which shall not interfere with any Owners' use of their Lot as to construction of a Building in compliance with setback requirements of the City or contained herein. This section shall serve as Notice with regard to all Lots within the Subdivision.

ARTICLE IV

ARCHITECTURAL COMMITTEE

4.1 Architectural Committee. It is the intention and purpose of these Covenants, Conditions and Restrictions to impose architectural standards on the Improvements to any Lot of a type and nature that result in Buildings which are architecturally compatible in terms of Lot coverage, proportion, materials, colors and general appearance, while at the same time allowing for appropriate diversity in style and design. To accomplish this goal, the Declarant hereby establishes the Architectural Committee (defined below), which is empowered to oversee and enforce the Architectural Design Standards contained herein.

4.2 Architectural Committee Created. The Architectural Committee shall consist of five (5) members. The initial committee will consist of Persons appointed by and representing the Declarant (collectively, the "Declarant Members"); provided, however, up to two (2) Persons constituting Owners of Lots in the Subdivision may be appointed by the Declarant, in its sole and absolute discretion, to serve as members of the Architectural Committee (collectively, the "Owner

Members"). For purposes of the initial Architectural Committee (as the same may be amended from time to time), the Owner Members shall be Owners of Lots in different Zoning Sections from each other. At the time that one hundred percent (100%) of the Lots are owned by Persons other than the Declarant ("Total Sale-out"), all members of the Architectural Committee shall be elected by and from among the Owners. After Total Sale-out, the make-up of the Architectural Committee as a whole must consist of no less than one (1) Owner from each Zoning Section and no more than two (2) Owners from any one Zoning Section. The Architectural Committee may retain a qualified planning or architectural professional to handle the day-to-day work of the committee. Additionally, the Architectural Committee shall appoint one person from among its members to accept any fees due and payable to the Architectural Committee and to remit said funds to the Architectural Committee for use as herein specified.

4.3 Approval by Committee Required. No Improvements of any kind, including, without limitation, the construction of any Building, accessory building, or out-building will be made on any Lot without the prior written approval of the Architectural Committee. Approval of the Architectural Committee will be sought in the following manner:

(a) Plans Submitted. Two complete sets of the plans for the construction of any new Building or Improvements must be submitted to the Architectural Committee for review. The plans must be in sufficient detail to show the location on the Lot of the exterior walls of the Building and all other Improvements to be built; detailed drawings of all elevations of all Buildings showing locations or windows, doors, roof pitches, decks, and other exterior elements. Additionally, a detailed description of colors and materials to be used on the exterior of any Building or accessory building must be submitted to the Architectural Committee for its review to determine compliance with this Declaration. In the case of an addition or modification of an existing Building, the Architectural Committee may waive any of the foregoing if it feels are unnecessary to its review of the remodel or addition.

(b) Review Fee. The applicant will pay a review fee (the "Review Fee") to the Declarant, or when Declarant is no longer an Owner in the Subdivision, to a member of the Architectural Committee for remittance to the Architectural Committee in an amount necessary to cover the cost of review and administration of the program in an amount to be established from time to time by the Architectural Committee. The initial Review Fee shall be \$100.00 for each new Building, \$50.00 for each addition or remodel.

(c) Review. Within thirty (30) days from receipt of a complete submission, including the payment of the Review Fee, the Architectural Committee will review the plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the Architectural Committee will approve the plans. The Architectural Committee may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Architectural Committee will review preliminary plans, and make its comments known to the Owner; provided, however, that no preliminary approval is to be considered a final approval, and no

final approval will be granted on less than a complete submission. Upon approval, the Architectural Committee and the Owner will each sign a copy of the plans, one of which shall be left with the Architectural Committee. No construction that is not in strict compliance with the approved plans will be permitted. Any and all decisions, approvals, reviews and actions of the Architectural Committee required or permitted under this Declaration may be made by a simple majority of the members of the Architectural Committee.

(d) Failure to Act. If the Architectural Committee has not approved or rejected any submission within forty-five (45) days after submission of complete plans, the submission is deemed to have been disapproved. If the plans are disapproved as a result of the Architectural Committee's failure to act, then the applicant may send, by certified mail, return receipt requested, notice to any member of the Architectural Committee that if the plans are not either approved or disapproved, as submitted, within fifteen (15) days from the date the notice is mailed, then the plans will be deemed to be approved. If within such fifteen (15) day period, the Architectural Committee fails to respond to the notice by either approving or disapproving the plans, then the plans will be deemed to have been approved. Notwithstanding the Architectural Committee's failure to respond to any submission, any submission, Building and/or Improvements may not, in any way, violate any conditions imposed by this Declaration, and any such deemed approval shall in all respects remain subject to the conditions of this Declaration.

4.4 Variances. Variances to the Architectural Design Standards contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot; provided, however, that any variance granted pursuant to this Section 4.4 is consistent with the intent of this Declaration. The Architectural Committee cannot grant any variance that has the effect of modifying applicable zoning or building code regulations. The burden of obtaining a variance is entirely on the applicant. The granting of any variance to the Architectural Design Standards is made on a case-by-case basis. In the event the Architectural Committee grants a variance to any Owner in one case will not bind the Architectural Committee to grant a variance in any other case, whether or not such cases appear to be factually similar.

4.5 General Design Review. The Architectural Committee will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Architectural Committee's responsibility to apply them in a manner that results in a high quality, attractive and well designed community.

4.6 Declarant and Committee not Liable. The Declarant and the Architectural Committee and its members shall not be liable for any damages to the applicant or to the Owners of any Lots within the Subdivision for the Architectural Committee's actions, inactions, or approval or disapproval of any set of plans submitted to the Architectural Committee for review. The Owners shall have no claim against the Declarant or Architectural Committee as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has an equal duty and right

to enforce these covenants against every other Owner, and may seek independent redress if it believes the Architectural Committee has acted improperly.

4.7 Limitations on Review. The Architectural Committee's review is limited to those matters expressly granted in this Declaration. The Architectural Committee shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Architectural Committee prior to construction.

4.8 Penalty for Failure to File Plans with Architectural Committee. The Architectural Committee is authorized, but not required, to retain legal counsel and to instigate legal proceedings against any Owner, Builder, contractor, or any other Person who proceeds with construction on any Lot in the Subdivision without first applying for and receiving the approval of the Architectural Committee or its designated professional reviewer. The Architectural Committee may give ten (10) days written notice of such failure to file plans and then may proceed with any and all legal remedies. The Architectural Committee is authorized to assess all reasonable legal and associated costs of obtaining compliance against the Lot and/or Owner. The Architectural Committee may file a notice of lien for the costs involved against the Lot and may take any and all action deemed appropriate to enforce this provision of the Declaration, including foreclosure of the lien. Primary responsibility for enforcement of this Declaration lies with the individual Owners.

ARTICLE V

ARCHITECTURAL RESTRICTIONS ON IMPROVEMENTS

5.1 Architectural Guidelines. All Improvements on any lot are subject to the North Shore Corporate Center "Architectural Design Standards," contained in Exhibit "C" attached hereto and incorporated by this reference, and in addition, are subject to the following restrictions, except as otherwise approved by the Architectural Committee as outlined in paragraph 5.9 below.

5.2 Number of Buildings. City requirements, as amended from time to time, shall dictate the number of Buildings allowed to be constructed on each Lot.

5.3 Outbuildings. No storage building, outbuilding, or other structure may be permitted on any Lot, unless specifically reviewed and approved by the Architectural Committee.

5.4 Building Height. The height of any structure shall be subject to the requirements of American Fork City and the approval of the Architectural Committee.

5.5 Building Location.

(a) All Buildings shall be located in a manner consistent with what is allowed for the applicable zone in the City ordinances, as amended from time to time.

(b) No Building shall be erected or placed on any Lot having a width of less than that required by the City, as amended from time to time.

5.6 Construction Completion. When construction has started on any Building or other structure, work thereon must be completed within a reasonable length of time (twelve (12) months shall be reasonable).

5.7 Sewer Connection Required. All Lots are served by sanitary sewer service and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Buildings must be connected to the sanitary sewer system. All Building Owners shall be responsible for, and bear the cost and expense of, installing and maintaining the sewer line from its Lot to the street.

5.8 Finished Lot Grading. Lot Owners and Builders are responsible to complete the final grading of the entire lot so that the finish grading complies with City ordinances, lender requirements and proper water control.

5.9 All Building Construction is Subject to Prior Approval by the Architectural Committee. Prior to construction and submission of plans to the City, all Building plans must be reviewed and approved by the Architectural Committee and all Building construction must meet the Architectural Design Standards and the other requirements of this Declaration. Prior written approval of the Architectural Committee must be obtained for any variation from the Architectural Design Standards and other restrictions contained herein.

5.10 Signs. Plans and specifications for the construction, installation or alternative of all outdoor signs, including signage located on the outside of any building or anywhere in a lot shall be first submitted to and have the prior written approval of the Architectural Committee or its successors and assigns. The foregoing shall not apply to any road, directional, safety and other government-required outdoor signage.

ARTICLE VI

CONSTRUCTION COVENANTS

6.1 Construction Covenants. In order to minimize the inconvenience to adjoining Owners during periods of construction within the Subdivision, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the Builder of each Building or other Improvements on a Lot. The Owner shall be bound by these

regulations, and violations committed by the Builder or its employees, subcontractors or others shall be deemed a violation by the Owner for which the Owner is liable.

6.2 Portable Office or Trailer. A Builder or general contractor constructing a Building on a Lot may utilize a portable office or trailer during the construction period only. The portable office must be located within the Owner's Lot. The temporary office may not be installed prior to the issuance of a building permit and commencement of construction, and must be removed upon the first to occur of (1) the issuance of a certificate of occupancy by the City, (2) the termination, expiration, or cancellation of the building permit, (3) the suspension of construction activities for a period of sixty (60) days, or (4) one (1) year following the commencement of construction.

6.3 Construction Debris Removal. The Builder must comply with City ordinances requiring the placement and maintenance of a trash container or dumpster on the Lot. The Builder shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind, and regularly serviced. No trash may be burned, buried or otherwise disposed of within the Subdivision. No concrete trucks may be cleaned out on the Lot or elsewhere within the Subdivision except at a location identified by the Declarant or the Architectural Committee.

6.4 Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Building or other Improvements. Once the Building is enclosed, materials shall be stored inside, and out of sight, whenever practical and possible.

6.5 Sanitary Facilities. The Builder is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be located within the boundaries of the Lot and away from the curb and gutter so as to avoid any spillage into the storm drain system should the portable toilet tip over. The portable toilet must be removed from the site at such time as the permanent plumbing system is operational.

6.6 Storm Water Pollution Prevention. Each Owner of a Lot within the Subdivision covenants and agrees to assume full responsibility for compliance with all applicable local, state and/or federal rules and regulations governing storm water pollution prevention, including the obligation to obtain all permits, licenses, and/or other authorizations, assure compliance of Owners, Builders, contractors, subcontractors and suppliers with applicable storm water pollution plans, and employ best management practices, as defined in UACR 317-8-1.5(6) to control any and all storm water passing through, or generated on the Lot. Each Owner covenants and agrees to indemnify and hold Declarant harmless from any loss, fine, levy, assessment, or cost associated with the Owner's failure to comply with any of the applicable rules and regulations concerning storm water pollution prevention.

6.7 Removal of Mud. Each Builder is responsible for cleaning up and removing mud, dirt and all debris from the construction site that is deposited on the roadways of the Subdivision.

6.8 Duration of Construction. No construction shall be undertaken without a building permit and all other necessary permits from the City and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment, or similar materials or equipment may be delivered to this site prior to the issuance of the appropriate permit. It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially completed within a period of eight (8) months from the date the foundation is completed. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Building, but in no event later than the summer following completion of the exterior of the Building.

ARTICLE VII

OWNERS' MAINTENANCE OBLIGATIONS

7.1 Maintenance. It is the obligation of each Owner to maintain its Lot at all times in order to preserve and enhance the enjoyment and value of the Subdivision.

7.2 Duty to Maintain. It is the obligation of the Owner of each Lot to maintain its Lot and the Improvements to the Lot in a good state of repair and in an attractive, safe and healthy condition.

7.3 Repair by Architectural Committee. In the event that an Owner permits its Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Architectural Committee may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within thirty (30) days. If the Owner fails to take corrective action, the Architectural Committee shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Architectural Committee a lien on the Lot and any Improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Architectural Committee in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Architectural Committee may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

7.4 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Architectural Committee. No subsequent exterior alterations, Improvements or remodeling, whether

structural or changes in landscaping, paint color or materials will be made without the prior written consent of the Architectural Committee.

7.5 Repair Following Damage. In the event of casualty loss or damage to the Improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Architectural Committee, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage, before reconstruction begins. Such temporary measures may be taken without the consent or approval of the Architectural Committee, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit; provided that all repairs and reconstruction shall require the prior approval of the Architectural Committee as set forth in Section 4.3 above. No damaged structure will be permitted to remain on any Lot for more than ninety (90) days without repairs commencing. Any damaged structure which does remain unrepaired after ninety (90) days following the occurrence of damage is deemed a nuisance which may be abated by the Architectural Committee as provided herein.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on a Lot or within the Subdivision is deemed a nuisance, and is subject to abatement by the Architectural Committee or by any other Owner.

(a) Any single or continuing violation of the Covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Architectural Committee. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorneys' fees and costs of court.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These Covenants are to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

8.2 Severability. Each of the Covenants, Conditions and Restrictions contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining Covenants, Conditions and Restrictions shall remain in full force and effect.

8.3 Limited Liability. Neither the Declarant, the Architectural Committee or its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under this Declaration; provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under this Declaration, and without malice.

8.4 Amendment. At any time while this Declaration is in effect, the Owners of fifty-five percent (55%) of the Lots may amend the provisions of this Declaration. Any amendment must be in writing and be approved by fifty-five percent (55%) of the Owners at the time of the amendment. No such amendment will be binding upon the holder of any mortgage or trust deed unless the holder joins in the amendment. No amendment which limits the rights of the Declarant or its successors in interest to expand the Subdivision shall be effective without the written consent of the Declarant.

8.5 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the Covenants, Conditions and Restrictions against its Lot, whether or not there is any reference to this Declaration in the instrument by which it acquires its interest in any Lot.

8.6 Notices. All notices under this Declaration are deemed effective seventy-two (72) hours after mailing, whether delivery is proved or not, provided that any mailed notice must be postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

8.7 Enforcement. In the event an Owner or Building occupant fails to maintain a Building or Lot or fails to cause such Building or Lot to be maintained, or fails to observe and perform all of the provisions of this Declaration, the applicable rules and regulations, or any other agreement, document, or instrument affecting the property or administered by the Architectural Committee, in the manner required, the Architectural Committee, any Owner or the City shall have the right, but not the affirmative obligation, to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, and to charge to the Owner for the sums necessary to do whatever work is required to put the Owner, the Lot or the Building in compliance.

8.8 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the

provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

8.9 Mortgagee Protection Provision. The breach of any of the foregoing Covenants, Conditions and Restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Property that is made in good faith and for value; provided, however, that all of the Covenants, Conditions and Restrictions contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

Executed on the date stated above.

LOWE LAND IMPROVEMENT, L.C.
A Utah Limited Liability Company

By: [Signature]
Its: Manager

FLAT CREEK DEVELOPMENT, L.L.C.
A Utah Limited Liability Company

By: [Signature]
Its: Manager

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On this 29 day of January, 2007, personally appeared before me Matt Lowe, who being by me duly sworn, did say that they are the Manager of Lowe Land Improvement, L.C., a Utah Limited Liability Company, and Flat Creek Development, L.L.C., a Utah Limited Liability Company, that the within and foregoing instrument was signed on behalf of said Limited Liability Companies by authority and said Manager duly acknowledged to me that said Limited Liability Companies executed the same.

[Signature]
Notary Public

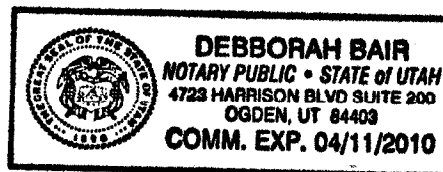


EXHIBIT "A"**LEGAL DESCRIPTIONS**

13-061-0066

COM S 117.42 FT & E 839.57 FT FR NW COR. SEC. 25, T5S, R1E, SLB&M.; S 32 DEG 54'52"E 720.35 FT; S 89 DEG 54'15"W 101.06 FT; S 1 DEG 17'37"W 445.38 FT; S 1 DEG 28'1"W 262.72 FT; S 1 DEG 10'36"W 82.73 FT; N 89 DEG 52'45"E 2.2 FT; S 0 DEG 59'20"W 70.59 FT; N 19 DEG 29'18"W 147.99 FT; ALONG A CURVE TO L (CHORD BEARS: N 28 DEG 17'24"W 163.11 FT,RADIUS=533 FT); N 37 DEG 5'31"W 242.41 FT; N 989.58 FT TO BEG.

13-061-0067

COM S 1216.43 FT & E 839.57 FT FR NW COR. SEC. 25, T5S, R1E, SLB&M.; S 37 DEG 5'31"E 155.11 FT; ALONG A CURVE TO R (CHORD BEARS: S 28 DEG 17'24"E 142.92 FT,RADIUS=467 FT); S 19 DEG 29'18"E 214.17 FT; ALONG A CURVE TO L (CHORD BEARS: S 24 DEG 21'4"E 90.36 FT AREA 2.598 AC.,RADIUS=533 FT); S 0 DEG 59'20"W 111.88 FT; S 88 DEG 21'0"W 237.4 FT; N 37 DEG 2'16"W 51.07 FT; N 611.74 FT TO BEG.

13-061-0069

COM S 88.44 FT & W 118.43 FT FR NW COR. SEC. 25, T5S, R1E, SLB&M.; S 47 DEG 27'15"E 378.64 FT; ALONG A CURVE TO R (CHORD BEARS: S 42 DEG 16'23"E 174.65 FT,RADIUS=967 FT); S 37 DEG 5'31"E 384.21 FT; ALONG A CURVE TO R (CHORD BEARS: S 2 DEG 41'29"W 57.59 FT,RADIUS=45 FT); S 35 DEG 37'12"E 47.55 FT; ALONG A CURVE TO R (CHORD BEARS: S 77 DEG 39'50"E 58.54 FT,RADIUS=45 FT); S 37 DEG 5'31"E 410.67 FT; S 611.75 FT; N 37 DEG 2'16"W 1946.55 FT; N 0 DEG 9'10"E 135.56 FT; N 76 DEG 45'40"E 219.97 FT TO BEG.

13-061-0068

COM S 47.22 FT & E 56.74 FT FR NW COR. SEC. 25, T5S, R1E, SLB&M.; N 80 DEG 31'35"E 567.85 FT; S 49 DEG 30'26"E 74.6 FT; N 40 DEG 19'58"E 50.25 FT; S 49 DEG 31'57"E 100.03 FT; S 32 DEG 54'52"E 105.58 FT; S 989.56 FT; N 37 DEG 5'31"W 322.43 FT; ALONG A CURVE TO R (CHORD BEARS: N 2 DEG 34'8"E 57.44 FT,RADIUS=45 FT); N

35 DEG 52'41"W 47.77 FT; ALONG A CURVE TO R (CHORD BEARS: N 77 DEG 24'24"W 58.23 FT,RADIUS=45 FT); N 37 DEG 5'31"W 385.04 FT; ALONG A CURVE TO L (CHORD BEARS: N 42 DEG 16'23"W 186.57 FT,RADIUS=1033 FT); N 47 DEG 27'15"W 333.75 FT; N 76 DEG 45'40"E 100.15 FT TO BEG.

13-050-0155

COM S 138.41 FT & W 330.87 FT FR NW COR. SEC. 25, T5S, R1E, SLB&M.; N 245.61 FT; S 47 DEG 27'16"E 289.11 FT; S 76 DEG 45'40"W 218.82 FT TO BEG.

13-052-0051

COM S 0 DEG 5'45"E 47.22 FT & E 56.66 FT FR NW COR. SEC. 25, T5S, R1E, SLB&M.; ALONG A CURVE TO R (CHORD BEARS: N 6 DEG 37'10"W 106.74 FT,RADIUS=463 FT); N 0 DEG 9'34"E 210.6 FT; ALONG A CURVE TO L (CHORD BEARS: N 45 DEG 39'53"W 525 FT,RADIUS=367 FT); N 0 DEG 9'10"E 9.52 FT; S 89 DEG 24'50"E 240.58 FT; S 49 DEG 52'32"E 561.7 FT; S 49 DEG 57'0"E 157.3 FT; S 49 DEG 30'26"E 206.23 FT; S 80 DEG 31'35"W 567.85 FT TO BEG.

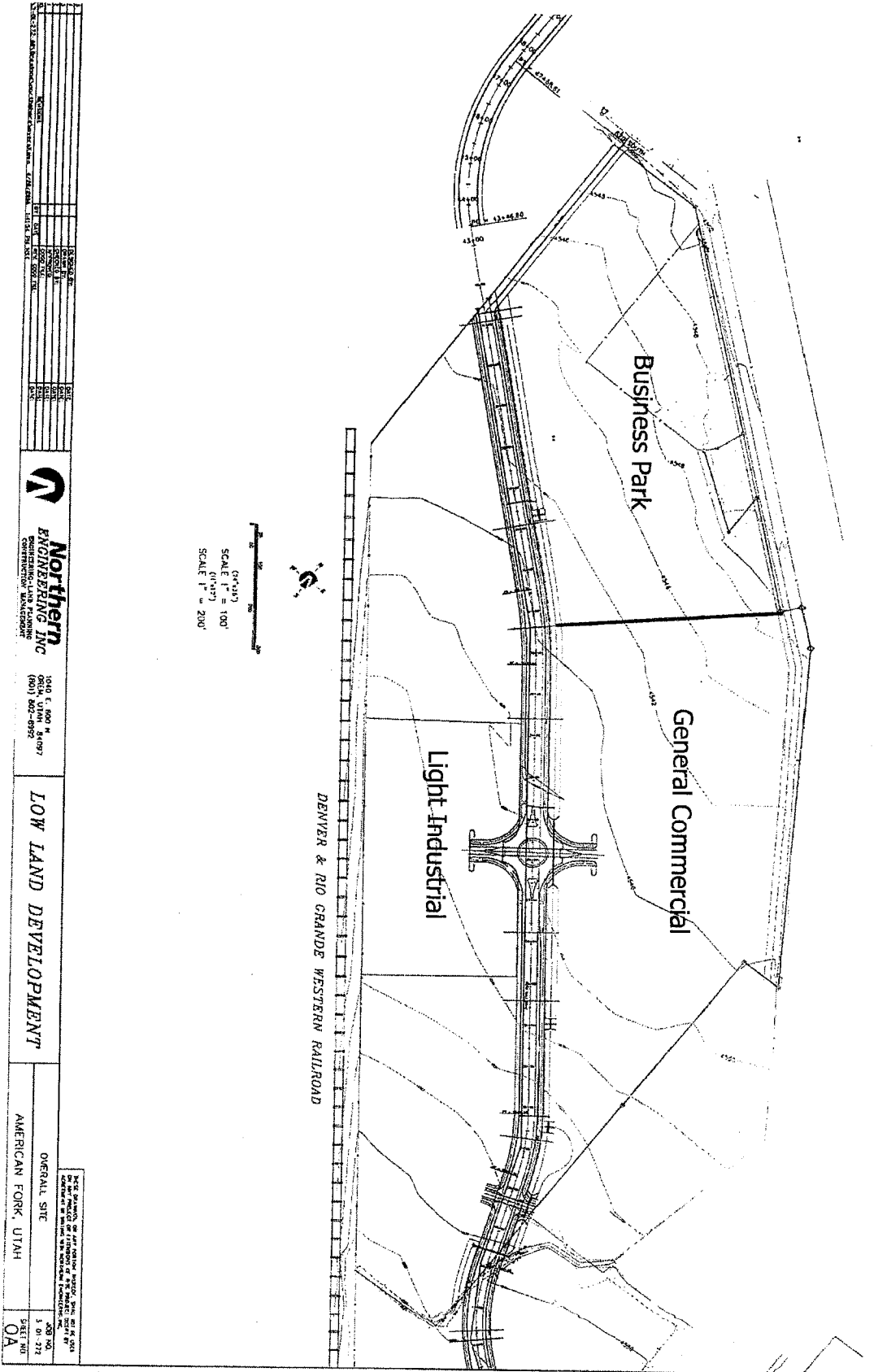
13-050-0154

COM S 47.21 FT & E 56.74 FT FR NW COR. SEC. 25, T5S, R1E, SLB&M.; S 76 DEG 45'40"W 99.56 FT; N 47 DEG 27'14"W 394.57 FT; N 439.51 FT; ALONG A CURVE TO R (CHORD BEARS: S 62 DEG 45'18"E 351.73 FT,RADIUS=367 FT); ALONG A CURVE TO R (CHORD BEARS: S 17 DEG 3'40"E 215.34 FT,RADIUS=367 FT); S 0 DEG 9'34"W 210.6 FT; ALONG A CURVE TO L (CHORD BEARS: S 1 DEG 16'17"E 20.54 FT,RADIUS=463 FT); ALONG A CURVE TO L (CHORD BEARS: S 7 DEG 53'26"E 86.31 FT,RADIUS=463 FT) TO BEG.

EXHIBIT "B"

SITE PLAN

(See Attached)



Decl
North Shore Corporate Center

EXHIBIT "C"**ARCHITECTURAL DESIGN STANDARDS****A. Use and Applicability of the Architectural Design Standards.**

These Architectural Design Standards are not intended to foster sameness, but rather to encourage variety. The Architectural Design Standards suggest several features or elements that can be combined to create a variety of styles that complement one another. The combination of features or elements permits the lot owner to construct a Building to personal tastes while complementing surrounding Buildings.

B. Architectural Materials

(1) Coloring: Earth-tone colors and no other colors shall be used in the final exterior color schemes of construction of any Building. No deviation from this requirement will be allowed except with prior written approval of the Architectural Committee.

(2) Front Elevation

a. Zoning Section – Business Park and/or General Commercial

- i. The front elevation shall be of brick, native stone, cultured stone or rock.
- ii. The front elevation shall incorporate a reasonable amount of design features so as to render the Building or accessory building aesthetically pleasing and acceptable, such as, but not limited to, columns, moldings, and the like, subject to the approval of the Architectural Committee.

b. Zoning Section – Light Industrial

- i. The front elevation shall be of brick, native stone, cultured stone, rock, stucco or any combination thereof.

(3) Rear and Side Elevations

a. Zoning Section – Business Park and/or General Commercial

- i. The rear and side elevations shall be of brick, native stone, cultured stone, rock, stucco or any combination thereof.

- ii. The rear and side elevations shall incorporate a reasonable amount of design features so as to render the Building or accessory building aesthetically pleasing and acceptable, such as, but not limited to, columns, moldings, and the like, subject to the approval of the Architectural Committee, but shall not be subject to the same level of design required for the front elevation.
 - b. Zoning Section – Light Industrial
 - i. The rear and side elevations shall be of brick, native stone, cultured stone, rock, stucco, metal, block or any combination thereof.
- (4) New Materials
 - a. All Buildings shall be comprised entirely of new materials.
- B. Landscaping and Lighting
 - (1) Each Lot may be landscaped as desired by and in accordance with the plans of the Owner so long as such is done in accordance with City requirements, laws and ordinances.