

PLEASE RE-RECORD FOR THE EXPRESS PURPOSE OF CORRECTING ~~THE~~ AN ERROR IN THE LEGAL DESCRIPTION.

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~~RECORDED BY BT~~  
~~1993 MAR 5 11:25 AM FEE 43.00~~  
~~RECORDED FOR AFFILIATED TITLE COMPANY IN~~

**MASTER DECLARATION OF ESTABLISHMENT OF EASEMENTS  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
UTAH VALLEY BUSINESS PARK**

This Master Declaration is made this 24th day of March, 1993, by NORTH VALLEY INVESTMENT GROUP, a general partnership, hereinafter referred to as "Declarant".

**WITNESSETH**

**WHEREAS**, Declarant is the Owner of certain real property in the City of American Fork, County of Utah, State of Utah, known as the Utah Valley Business Park, (hereinafter "Property"), which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, and

**WHEREAS**, Declarant desires to develop the Property as an office/research/manufacturing/industrial/business park and commercial development, and

**WHEREAS**, Declarant desires to sell, lease and/or develop the Property and desires it to be subject, pursuant to a general plan of improvement established to provide for the preservation of the values and amenities and for the benefit of the development and the Owners thereof, to certain easements, covenants, conditions, restrictions, charges, liens and agreements between it and the several owners, purchasers, lessees of the Property and between themselves and their heirs, successors and assigns, hereinafter set forth;

**NOW, THEREFORE**, Declarant hereby declares that the Property shall be held, sold, conveyed, transferred, leased, subleased and occupied subject to the following easements, covenants, conditions, restrictions and agreements which shall run with the Property and its lots and sub-parcels and which are for the purpose of protecting the value and desirability of the Property and every portion thereof, and shall be binding upon all parties having any right, title, or interest in any portion thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof:

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ENT 16814 BK 3108 PG 234  
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**ARTICLE I  
DEFINITIONS**

2ND RECORDING  
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- I. **COMMON FACILITIES MANAGER** shall mean, in the following order of precedence:
  - A. Declarant, so long as it is an Owner of any portion of the Property or until it shall have assigned all of its rights and obligations hereunder to either or both of the entities described in paragraphs B and C of this section.
  - B. Any association organized in the future by the Owners of two-thirds of the land

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~~ENT 12856 BK 3198 PG 724~~

area in the Property for the purpose of fulfilling the obligations of the Common Facilities Manager under this Declaration (hereinafter referred to as the "Association"), and to which Declarant has assigned its rights and obligations as provided in Subparagraph A of this section; or

~~ENT 13102 BK 3198 PG 512~~

C. Any public agency or authority organized under the laws of the State of Utah, including but not limited to the City of American Fork (hereinafter referred to as a "Public Entity") which accepts the responsibility of maintenance and operation of all or any part of the Common Facilities, and to which Declarant has assigned its rights and obligations as provided in Subparagraph A of this Section; or

D. Any combination of such Association and Public Entity.

ENT 16814 BK 3108 PG 235

II. OWNER shall mean the record owner, whether one or more persons or entities of fee simple title to any Lot which is part of the Property (or in the event of a sale/leaseback transaction involving any Lot, the lessee or lessees thereunder), but excluding those having such interest solely as security for the performance of any obligation in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

III. COMMON FACILITIES shall mean the following:

A. Any parcel of land designated as a Common Area on a recorded subdivision map and/or Supplemental Declaration relating to a portion of the Property.

B. All of the following which shall be located within drainage easements and public rights-of-way at such time as such easements are created and such facilities are constructed:

1. All drainage easements and their drainage systems.
2. Undedicated streets, driveways, roadways, pedestrian walkways and public parking areas.
3. Water-ways and retention ponds, whether used in connection with surface water collection or not.
4. Improvements and/or structures designated for public use.
5. Landscaping and associated sprinkling systems specifically identified or designated as common area.
6. The irrigation system and associated pumps and hardware.

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- 7. Street signs and other common identification pylons, signage entrance structures, etc.
- 8. Street lights.
- 9. Street furniture.
- 10. Any other facility specifically designated in any Supplemental Declaration relating to a portion of the Property as being Common Facilities.

- 4. LOT shall mean any parcel of land shown upon any recorded subdivision map of the Property, except dedicated public rights-of-way.
- 5. DECLARANT shall mean North Valley Investment Group or its successors and assigns, if such successors and assigns are the Owners of any portion of the Property and/or are designated by North Valley Investment Group to perform the obligations of Declarant hereunder.
- 6. BUILDING shall mean and include, but not be limited to, the main portion of a structure built for permanent use and all projections or extensions thereof, including but not limited to garages, outside storage areas, outside platforms, canopies, enclosed malls and porches.
- 7. IMPROVEMENTS shall mean and include, but not be limited to, buildings, driveways, exterior lighting, fences, landscaping, lawns, loading areas, parking areas, retaining walls, roads, screening walls, signs, utilities, walkways, berms and swales all of which are located on a Lot.
- 8. LANDSCAPING shall mean a space of ground covered with lawn, living ground cover, shrubbery, trees and the like which may be complemented with earth berms, masonry or similar materials, all harmoniously combined with themselves and with other improvements.
- 9. OCCUPANT shall mean an entity, whether it be an individual, corporation, joint venture, partnership or association, which has purchased, leased, rented or otherwise legally acquired the right to occupy and use any building or lot, whether or not such right is exercised.
- 10. PARK shall mean the Property as from time to time developed and known as the "Utah Valley Business Park".
- 11. LAND AREAS shall mean the entire parcel referred to except dedicated public rights-of-way.

~~ENT 13102 BK 3098 PG 514~~  
ENT 16814 BK 3108 PG 237

12. **SET BACK** shall mean the distance from the property line of the Lot to the Improvement that is subject to the Set Back requirements provided in this Master Declaration or in any Supplemental Declaration.

13. **PROPERTY** shall mean that certain real property more particularly described in Exhibit "A", attached hereto.

~~ENT 13102 BK 3098 PG 514~~

14. **COMMITTEE** shall mean the Declarant until such time as more than seventy five percent (75%) of the Property is owned by Owners other than the Declarant. When such percentage is reached, the Owners may select at least two (2), but not more than five (5), individuals to sit on the Committee. Such selection is to be made on an annual basis and shall be made by majority vote of the Owners, including Declarant. Each Owner shall be entitled to one (1) vote for each acre of land owned in the Park. A partial vote shall also be allowed for each portion of the Property owned which is less than an acre. The partial vote shall be equal to the ratio determined by dividing the square footage of the amount owned by 43,560.

Members of the Committee must be an Owner, agent or principal of an Owner. Declarant shall always be a member of the Committee until it is no longer an Owner. Each Committee member shall be entitled to one vote. Decisions of the Committee shall be reached by virtue of a majority vote. No Committee decision or action can be taken unless at least sixty five percent (65%) of the Committee is present. Committee meetings may be held at reasonable times and places as determined by the Committee. Notice of a Committee meeting shall be given at least three (3) days prior to the meeting and may be given by telephone, mail, facsimile, or any other standard means of communication. Committee meetings may be held by conference calls.

## ARTICLE II

### ARCHITECTURAL AND DEVELOPMENT CONTROLS

1. **AUTHORITY:** The Committee shall have the responsibility and function of insuring that all improvements on the Property harmonize with existing surroundings and structures and meet the restrictions and requirements described in this Declaration or as contained in the Development Guidelines. In addition to complying with the requirements of this Declaration each individual Owner or Occupant and site improvement building and development plan shall be in accordance with American Fork City zoning ordinances and codes and shall be subject to the separate approval of American Fork City or any other municipal authority having jurisdiction.
2. **SUBMISSION TO COMMITTEE:** No improvement of a Lot shall be constructed or be maintained, and no significant alteration of any Improvement situated on a Lot shall

be performed, unless complete plans and specifications in form and content consistent with the Development Guidelines have first been submitted to and approved in writing by the Committee, which approval shall not be unreasonably refused.

3. **COMMITTEE APPROVAL PROCEDURE:** Any plans and specifications submitted to the Committee shall be approved or disapproved in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period, it shall be deemed to have approved the plans and specifications submitted; provided, however, that with respect to any such plans and specifications which constitute a variance or waiver or that are in conflict with any of the requirements in this Declaration stated, such variation or waiver shall be deemed to have been refused.

4. **STANDARDS:** In deciding whether to approve or disapprove plans and specification submitted to it, the Committee shall use its best judgement to insure that all improvements, construction, landscaping and alterations in Lots within the Property conform to and harmonize with the requirements and restrictions of this Declaration.

5. **DEVELOPMENT GUIDELINES:** The Committee has adopted the Development Guidelines attached hereto as Exhibit "B". These Guidelines shall be binding upon all Owners provided, however, that such Owners may modify such guidelines as set forth in Article X Section 4 of this Declaration.

6. **BASIS FOR APPROVAL:** Review and approval by the Committee must be based on the standards set forth in this Declaration and in the Development Guidelines. The Committee shall consider not only the quality of the specific proposal but also its effect and impact upon neighboring Lots, the Property and the surrounding neighborhoods.

7. **NO LIABILITY FOR DAMAGES:** The Committee shall not be liable for damages by reason of any action, inactions, approval, disapproval by it with respect to any requirement made pursuant to this Article.

8. **CITY APPROVAL:** Notwithstanding any approvals given by the Committee, each Owner shall be required to obtain the necessary municipal Planning Commission and City Council approvals prior to proceeding with the construction or modification of any Improvements, Buildings, etc. including obtaining any building permits for any construction on the land involved.

9. **RESUBMISSION OF PLANS:** If municipal approvals require modifications to plans previously submitted and approved by Declarant, Owner shall resubmit modified plans to the Committee for approval of all changes thereon prior to proceeding with any construction.

**ARTICLE III**

**PERMITTED USES**

1. **PURPOSE:** The purpose of the Park is to create an environment conducive for the conducting of selective assembling, manufacturing, marketing, distribution and various other business enterprises which do not create a hazard, are not offensive due to appearance or to the emission of noxious odors, smoke, noise, glare, vibration, dust, or radiation and to promote research laboratories and regional office facilities.
  
2. **USE OF LAND:** No Building shall be erected, placed, altered or permitted to remain on any Lot other than a permanent structure (except as specifically allowed in Article VI 1.A.) designed and used for the following purposes:
  - A. Research and development, pharmaceutical and health products and nutritional dietary and herbal supplements processing and packaging, enclosed light manufacturing, fabrication, assembly, wholesale, distribution, warehousing and general business offices and similar uses which create benefits to local commerce.
  - B. Retail uses incidental to, and in support of or required for, any use permitted above on the same tract as the permitted use.
  - C. Retail uses, shops, restaurants, banks and other general commercial uses which service the general needs of the community will be permitted on all general commercial zoned tracts.
  - D. Operations required to maintain or support any use permitted above on the same tract as the permitted use, such as maintenance shops, power plants, machine shops, garages and material storage buildings, etc.

**ARTICLE IV**

**PROHIBITED USES**

1. **PROHIBITED USES:** No portion of the Property may be occupied for any of the following uses. The Committee shall be the sole judge of whether a proposed activity falls within such categories.
  - a. Residential, except for the purposes of housing maintenance and protection personnel.
  - b. Storage in bulk of junk, wrecked automobiles or other unsightly or second hand materials.
  - c. Dumping, disposal, incineration or reduction of garbage, sewerage, dead animals

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or refuse.

- d. Stockyards, refining of petroleum or its products or other uses that would create odors.
- e. Heavy industrial uses.
- f. Outdoor billboards or other outdoor advertising structures.
- g. Manufacture, storage, distribution or sale of explosives.
- h. Manufacture, storage, distribution or sale of any products or items which shall increase the fire hazard of adjoining premises or which emit noise or vibrations or which will have other dilatory effects on neighboring properties or any other part of the Property.
- i. Manufacturing, storage, production, distribution, use, handling or sale of toxic or hazardous waste materials, except in compliance with all applicable Environmental Laws. Toxic and Hazardous waste materials shall include without limitation, asbestos or any substance containing asbestos and deemed hazardous under any hazardous material law, the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, pollutants, effluents, contaminants and any item included in the definition of hazardous or toxic waste materials or substances under any Environmental Law. "Environmental Laws" shall mean any federal, state or local statute, ordinance, rule, regulation or guideline pertaining to health, industrial hygiene, or the environment, including without limitation, the federal Comprehensive Environmental Response, Compensation and Liability Act.

- 2. **MUNICIPAL ZONING:** No portion of the Property may be occupied by any use which is in violation with applicable ordinances, laws, including environmental laws, zoning requirements and regulations of any governmental entity having jurisdiction over the use of any of the Property.
- 3. **BUILDING CONSTRUCTION:** No Building or Improvement shall be constructed in violation of applicable codes, ordinances and regulations of any governmental entity having jurisdiction over such construction or which does not conform to the Development Guidelines hereinafter set forth.

**ARTICLE V**

**DEVELOPMENT GUIDELINES:**

- 1. **INTENT:** The Development Guidelines have been established for the purpose of regulating, controlling, and more specifically defining and establishing rules and regulations governing the activities, uses, and appearance from streets and adjoining properties of the various office, manufacturing, distribution and other permitted uses within the Property. Such Guidelines establish procedures for the approval of plans and specifications and facilitate the subsequent control and enforcement of the covenants

herein.

The Development Guidelines also state the conditions of construction and operation with which all permissible uses will be expected to comply. In many cases, the relation of a prospective use to the development guidelines cannot be judged properly at the time of initial approval. In such cases, the recipient of any approvals should note that these development guidelines, like all other provisions of this Master Declaration, are continuing obligations and that all permitted uses will be expected to operate in compliance with these standards.

- 2. **SCOPE:** Development Guidelines shall govern the installation of landscaping, and types of landscaping improvements required and control the emission of noise, order, glare, vibration, smoke, dust, liquid waste, gases, radiation, and radioactivity, etc. and shield against unsightly appearances. Development Guidelines also govern exterior lighting, hazards, building construction and materials and other improvements and signage within the Property.
- 3. **COMPLIANCE:** Compliance with the Development Guidelines is required and any use which fails to comply with the guidelines shall be in violation of this Master Declaration.
- 4. **MODIFICATION OF STANDARDS:** The Development Guidelines are set forth and described in Exhibit "B" attached hereto. The Committee may change or modify these guidelines as deemed necessary without the consent or approval of other Owners. Any modification of the guidelines however, cannot be applied retroactively to any Owner or Occupant, nor shall any such modifications materially reduce or lessen the requirements initially established.

**ARTICLE VI:**

**IMPROVEMENTS**

Improvements on Lots shall be constructed strictly in accordance with the following restrictions and requirements:

**1. CONSTRUCTION IMPROVEMENTS:**

- A. **Temporary Structures:** No temporary building or other temporary structure shall be permitted on any Lot, provided, however, that trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of a Building. Such structures shall be placed as inconspicuously as practicable, shall cause no inconvenience to Owners or



Occupants of other Lots and shall be removed not later than thirty (30) days after the date of substantial completion for beneficial occupancy of the Building in connection with which the temporary structure was used.

- B. **Completion of Construction:** Once begun, any Improvements, construction, Landscaping, or alterations approved by the Declarant shall be diligently prosecuted to completion.

ENT 16814 BK 3108 PG 242

- C. **Use of Adjoining Property:** If reasonably necessary for construction of Improvement, Landscaping or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy unimproved portions of the Property and the Lots owned by Declarant in the vicinity of the activity, provided that, on completion of construction such portions of the Property and Lots used shall be restored at such person's or persons' cost to a condition equal to their condition immediately prior to such use.

2. **YARD SPACES:** All Buildings which may be erected on any of the Property contained in the park shall maintain the following yard areas:

- A. **Front Yards:** Buildings shall not be nearer than 30 feet to the street property line.
- B. **Side Yards:** Buildings shall not be nearer than 15 feet from any side property line.
- C. **Rear Yards:** Buildings shall not be nearer than 10 feet from any rear property line.
- D. **Exceptions:** The side yard and rear yard setback requirement may be waived by the Declarant with the written concurrence of the Owners of all adjacent and adjoining Lots.
- E. **Discretionary setback variation:** The foregoing minimum setbacks have been established to create and preserve an attractive setting for Buildings located along the street. However, uniformity of setback is not desired and accordingly, the Declarant is authorized in its sole judgement and discretion, to authorize variations from the minimums on an ad hoc basis when a proposed building or building complex is judged to enhance the street setting rather than detract therefrom. Such variation must be expressly approved in writing by the Declarant: provided, however that no such variation shall be in violation of the zoning ordinance of American Fork City.
- F. **Land Coverage:** The size of any Lot may vary to meet the requirements of the specific intended business as approved by the Declarant. All buildings and

parking areas on any Lot shall not occupy more than eighty percent (80%) of the total area of the lot.

- G. **Improvements within Setback:** Within the required front setback areas, there shall be maintained on each site, Landscaping, pedestrian walks or paved approach drives only. Side and rear setbacks shall also maintain similar improvements except that Declarant may permit the use of 1/2 the width of such setback areas for hard surfaced or paved parking, access or loading purposes in areas behind the principle buildings or where not otherwise readily visible from the streets.

3. **BUILDING STANDARDS:** Buildings shall be constructed according to the following standards and guidelines:

- A. **Materials:** All structures must be finished on the front, back, and sides with acceptable materials. Exposed metal roofs, sides, and wooded exterior coverings other than acceptable veneers are not allowed on the Property. Concrete block construction shall be permitted if portions are covered with approved materials. Metal buildings shall be permitted within the Park if such buildings are finished on the front and sides with masonry, brick, glass, tilt-up aggregate or other form of appearance enhancing veneer.
- B. **Colors:** All buildings shall be finished in colors which will harmonize with the environment and with other tenants of the Park.
- C. **Height:** Building height shall not be restricted provided that the Building shall not be in violation of zoning ordinances of American Fork City. Minimum height shall be one (1) story but no less than twelve (12) feet.
- D. **Outside storage:** Outside storage of any materials, product or component is specifically prohibited hereunder, unless an exception has been pre-approved in writing by the Committee.
- E. **Refuse Areas:** Refuse areas shall be screened so they are not visible from streets and adjacent properties. All such areas shall be located to the rear of the Building or to the side of a Building, other than street side, at least three-fourths (3/4ths) of the way from the front of the building.
- F. **Utilities:** All on-site utility service lines, including electrical lines and telephone lines, located within a Lot shall be placed underground. Any transformer or terminal equipment provided within or immediately adjacent to a Lot shall be visibly screened from view from streets and adjacent properties, with appropriate screening material provided by, maintained by and at the sole cost and expense of the Lot Owner. Exposed conduits on the exterior surfaces of the Buildings

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shall be prohibited except on the rear or sides where conduit is part of main building service assembly.

4. **PARKING AREAS:** Parking areas shall be constructed and maintained by the Owner as follows:

- A. **Parking Surfaces:** All parking spaces, parking areas, storage and loading areas shall be paved with concrete, asphalt or other hard surface paving material. Such areas shall be appropriately marked and properly graded to assure adequate drainage.
- B. **Parking Setbacks:** All parking areas shall be set back a minimum of thirty (30) feet from all dedicated public streets. Parking may be permitted in up to one-half the width of any side yard or rear yard where such yard areas are screened or not visible from the street.
- C. **Parking requirements:**
  - 1. Parking on public streets is prohibited.
  - 2. There shall be sufficient land allocated by the Owner to meet the following minimum parking requirements:
    - a. Commercial and office use: One space per 300,250 square feet of gross floor area.
    - b. Research and Development use: One space per 285 square feet of gross floor area.
    - c. Manufacturing/Industrial use: One space per 600 square feet of gross floor area.
    - d. Warehousing and Distribution use: One space per 1,000 square feet of gross floor area.
    - e. If Owner is able to demonstrate that its actual use will require less parking, Owner will not be required to construct the minimum spaces but will nonetheless be required to have sufficient land to meet the minimum requirement.
    - f. If Owner's actual use requires more parking than the minimum requirement, Owner shall be required to provide additional parking spaces to accommodate its need.
- D. **Code:** All of this Section 4 must meet the American Fork City Code which may be more restrictive.

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**5. LOADING, SERVICE and OUTSIDE STORAGE:**

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- A. Each Lot development shall provide sufficient on-Lot loading facilities to accommodate site activity. All loading movement including turn around and maneuvering shall be made off the public rights-of-way.
- B. Loading docks shall be located and screened so as to minimize visibility from any street or adjacent property. No loading dock facing a public street shall be located within 120 feet of that street.
- C. Rubbish and garbage facilities shall not be visible from any street and must be screened to minimize visibility.
- D. Screening of loading, service and outside storage areas may consist of a combination of earth mounding, landscaping, walls and/or site obscuring fences approved by the Declarant.

ENT 16814 PG 3108 PG 245

**6. SITE GRADING:**

- A. Earth Mounding: Berming or other contouring of landscape areas is encouraged and where practicable shall be included as part of the site landscaping scheme.
- B. Surface drainage: All surface drainage systems must conform to American Fork City standards and must be approved by the American Fork City Engineer prior to installation. No surface drainage will be permitted onto public streets or adjoining lots.
- C. Storm Water Management: All storm water must be controlled upon each specific building site. Retention areas will be required and drainage systems must be designed to discharge no more than .25 cubic feet per second per acre into the master drainage system. Retention must be designed to accommodate a 100 year storm. Parking and/or landscape areas may be contoured and designed to be retention basins.

**7. SITE LANDSCAPING:**

- A. Site landscaping includes all planted materials, site lighting and mechanical equipment incidental to any building.
- B. All landscaping plans shall be submitted to the Declarant for written approval prior to installation.
- C. All landscaped areas shall be planted with live trees, shrubs, flowers or grass materials. Landscaping will be required around the base of buildings facing

streets and side yard areas. Such landscaping shall be a minimum of four (4) feet wide.

D. All front set-back areas shall have trees of the type designated by Declarant at twenty (20) foot intervals along public streets. In addition, a minimum of one (1) tree per one thousand (1,000) square feet of landscaped area for the first fifteen thousand (15,000) square and one (1) tree per two thousand (2,000) square feet of landscaped area shall be provided.

E. Site Lighting.

1. Floodlighting of the front building is encouraged but shall be limited to concealed light sources if at all possible.
2. Other lighting fixtures, except parking area lighting, shall be selected and installed so that light sources are, if at all possible, not visible from any street. Concealed light sources shall be utilized wherever practical.
3. Parking lot lighting fixtures shall not be more than 40 feet in height.

F. All mechanical equipment incidental to any building, including roof mounted mechanical equipment, shall be enclosed or screened so as to be an integral part of the architectural design of the building to which it is attached or related. Roof top mechanical equipment that is not visible from the street or any parking areas on a lot is not required to be screened.

G. All site landscaping shall be completed within 60 days of completion of a Building on the Lot unless such time for completion is specifically extended in writing by Declarant or unless weather has precluded completion, in which case, as soon as the weather permits.

H. Owner shall be responsible for the continuous maintenance of all landscape areas and shall appropriately cut, trim, and weed to properly maintain such areas. Any undeveloped portions of a Lot shall be regularly maintained by removing any garbage and debris or cutting any weeds or grasses.

8. **SIGNS:** All signs must be approved in writing by the Declarant. No sign of a flashing or moving character shall be installed and no sign shall be painted on a Building wall. All permanent and temporary signs shall be in conformance with American Fork City Code and with the Development Guidelines. No billboards or outdoor advertising will be permitted.

9. **MAINTENANCE:** Buildings, Landscaping and Improvements shall be continuously maintained so as to preserve a well kept appearance. If the Common Facilities Manager

is not satisfied with the level of maintenance on a Lot, it shall so notify the Owner in writing and the Owner shall have thirty (30) days thereafter in which to restore its Lot to a level of maintenance acceptable to the Declarant. If in the Common Facilities Manager's opinion, the Owner has failed to bring the lot to an acceptable standard within such thirty (30) day period, the Common Facilities Manager may order the necessary work performed on the Lot at the Owner's expense; multiple Owners shall be jointly and severally liable.

ENT 16814 EK 3108 PG 247

- 10. **UTILITY CONNECTIONS:** All utility lines, connections and installations must be underground and rise within the Building or fixture. Any external transformers, meters and similar apparatus must be at ground level and screened so as to minimize visibility thereof from public streets and adjacent Lots.

**ARTICLE VII**

**RIGHTS TO COMMON AREAS AND COMMON FACILITIES**

- 1. **OWNERSHIP OF COMMON FACILITIES:** The Common Facilities Manager shall own all common areas in trust for the use and benefit of the Owners.
- 2. **OWNER'S EASEMENTS OF ENJOYMENT:** Every Owner shall have a right and easement of enjoyment in and to all of the common areas and common facilities, which right and easement shall be appurtenant to and shall pass with the title to every Lot. Every Owner may delegate his right and easement to the Common Facilities Manager and common facilities to his employees, tenants, invitees, lessees, guests or contract purchasers.
- 3. **LIMITATION ON EASEMENT:** An Owner's right and easement of use and enjoyment concerning the common areas and common facilities shall be subject to the following:
  - A. Such right and easement shall not be exercised in any manner which substantially interferes with the purposes for which the common areas and common facilities are provided or with the right and easement of any other Owner with respect thereto.
  - B. The right of the City of American Fork, the County of Utah, and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property for purposes of providing police and fire protection, and providing any other governmental or municipal service; and
  - C. The right of the Declarants or the Common Facilities Manager to transfer all or

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any part of the common facilities to any Public Entity for such purposes and subject to such conditions as may be agreed to by Declarant. Upon any dedication or transfer of common areas and common facilities hereunder, the provisions of this declaration relating to the maintenance thereof shall terminate to the extent the Public Entity assumes such maintenance.

- D. The right of the Common Facilities Manager, in its sole discretion, to grant such utility and right-of-way easements as may be necessary or convenient to the Property and/or the development of any portion thereof.

**ARTICLE VIII**

**MAINTENANCE OF COMMON AREAS AND COMMON FACILITIES**

- 1. **COMMON FACILITIES MANAGER:** The Common Facilities Manager shall maintain and operate, or provide for the maintenance and operation of, the Common Facilities and the Improvements located thereon or related thereto and may reconstruct, repair, or replace any Improvement thereon in a reasonable and prudent manner in accordance with the provisions of this Master Declaration and the Development Guidelines and in accordance with the standards of operation of other similar Parks in the State of Utah.
- 2. **GENERAL AND SPECIAL ASSESSMENTS:**
  - A. **General Assessments:** The Common Facilities Manager may assess each Owner for the cost of Management, maintenance and operation of the Common Facilities and of the Improvements, including the indirect costs thereof. The Common Facilities Manager shall be paid a fee for services rendered in an amount as agreed upon each year by the Committee. The fees shall be competitive with fees charged for similar services on other like properties in the market. Each Lot or portion thereof shall be subject to a quarterly assessment equal to the total quarterly cost of Management, maintenance and operation of the Common Facilities and Improvements, multiplied by a fraction, the numerator of which is the land acreage of each such Lot, and the denominator of which is the total land acreage of the Property less dedicated streets and rights of way.
  - B. **Special Assessments:** In addition to the quarterly assessments authorized above, the Common Facilities Manager may levy, in any year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement upon the Common Facilities as may be necessitated by normal wear and tear and damage by the elements; provided that any such assessment shall be consented to in writing as set forth in Article X Section 4 of this Declaration.

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**C. OWNER'S LIABILITY FOR PAYMENT OF ASSESSMENTS AND LIENS:**

The Declarant for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Common Facilities Manager the assessments described in Paragraphs A and B of this Section. Such assessments, together with interest costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

ENT 16814 BK 3108 PG 249

**D. DATE OF COMMENCEMENT AND NOTIFICATION OF QUARTERLY ASSESSMENTS:**

The quarterly assessments provided for herein shall commence as to all platted Lots on the first day of the month following the date of recording of any subdivision map. The first quarterly assessment shall be adjusted according to the number of months remaining in the calendar quarter. The Common Facilities Manager shall estimate the amount of the quarterly assessment against each Lot at least thirty (30) days in advance of each quarterly assessment period and the due date for payment thereof. Written notice shall be sent to every Owner subject thereto. At the end of the quarterly assessment period, the Common Facilities Manager shall determine the exact cost of maintenance described in Paragraphs A and B of this Section and shall charge or credit each Owner in the next quarterly assessment for the difference between the actual expense and the estimated expense of maintenance.

**E. THE COMMON FACILITIES MANAGER** shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Common Facilities Manager setting forth whether the assessments on a specified Lot have been paid and said certificate may be conclusively relied upon by the party requesting the same.

**F. EFFECT OF NONPAYMENT OF ASSESSMENT - REMEDIES:** Any assessment not paid within thirty (30) days after the due date shall be charged interest from the due date at the greater of eighteen (18%) percent or four (4%) percent over the prime lending rate of Zions First National Bank. The Common Facilities Manager may bring an action against the Owner personally obligated to pay same and/or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Facilities or abandonment of a Lot.

**G. SUBORDINATION OF THE LIEN TO MORTGAGES AND DEEDS OF TRUST:** The lien of any assessments provided for herein shall be subordinate to the lien of any first mortgages and Deeds of Trust. The sale or transfer of any





Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any mortgages and Deeds of Trust, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer but shall not extinguish the personal liability of the Owner of such lot during the time the assessments were made. No other sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**H. EFFECT OF PUBLIC ENTITY:** In the event the Common Facilities Manger is a Public Entity, there shall be no assessments, quarterly or special, levied pursuant to this Declaration with respect to any Common Facilities, the responsibility of maintenance and operation for which is assumed by said Public Entity, but said Public Entity may levy its customary taxes or assessments to provide for such maintenance and operation.

**3. INSURANCE:** The Common Facilities Manager shall acquire and maintain insurance against insurable hazards in amounts which reasonably protect the Common Facilities Manager and the Owners from loss and/or liability arising from the hazards insured, including any property owned and utilized by the Common Facilities Manager in connection with the common facilities. Such insurance coverage may be written in the name of, and the proceeds thereof payable to, the Common Facilities Manager, as the Trustee for the Owners. Such insurance may include, but is not limited to, fire insurance, comprehensive liability insurance and Workmen's Compensation Insurance. Premiums for insurance carried by the Common Facilities Manager shall be a common expense included in the quarterly assessments or charges made by the Common Facilities Manager. The Common Facilities Manager shall notify the Owners in writing of the type and amount of any such insurance secured by it and shall immediately advise the Owners in writing of any changes made with respect thereto.

**4. REPLACEMENT OR REPAIR OF PROPERTY:** Damaged or destroyed common facilities, or the property of the Common Facilities Manager used in connection with the Common Facilities, shall be repaired or replaced by the Common Facilities Manager utilizing insurance proceeds therefore. In the event there are no insurance proceeds or the insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Common Facilities Manager may make a special assessment under Section 2B of this Article VIII to cover such cost. In the event the Owners fail to approve, in writing, a special assessment for such repair or replacement, the Common Facilities Manager shall not be required to make such repair or replacement at its expense.



ARTICLE IX

LIMITATION OF RESTRICTIONS ON DECLARANT

1. **DECLARANT'S WORK:** Declarant is undertaking the work of developing a business park and incidental improvement upon Lots included within the Property. The completion of that work and the sale, rental and other disposal of said Lots is essential to the establishment and welfare of the Property as a business park.
2. **DECLARANT'S EXEMPTIONS:** In order that said work may be completed and the Property be developed, nothing herein shall:
  - A. Prevent Declarant, its contractors, or subcontractors, from doing on the Property or any Lot thereof, whatever is necessary or advisable in connection with the completion of said work; or
  - B. Prevent Declarant, its contractors, or subcontractors, from erecting, constructing and maintaining on any part or parts of the Property, such temporary structures as may be reasonably necessary for the conducting of its business of completing said work and establishing the Property as a Park and disposing of Lots by sale, lease or otherwise; or
  - C. Prevent Declarant from maintaining such sign or signs on any part of the Property as may be necessary for the sale, lease or disposition thereof.
3. **DECLARANT'S LIABILITY:** Declarant shall not be liable to any Owner for any decisions made or approvals given with respect to the development of any of the Lots within the Property to the extent that any such approvals are in conflict with the covenants of this Master Declaration. Furthermore, Declarant shall not be liable for any damages or claims from any Owner resulting out of the operation of any Owner within the Property or any Owner's failure to comply with the provisions of this Master Declaration or performance standards established for the Park.
4. **DECLARANT'S DUE REGARD:** The Declarant shall pay due regard to the rights of tenants to the use and enjoyment of their property and nothing herein shall interfere with those rights.

ARTICLE X

GENERAL PROVISIONS

1. **ENFORCEMENT:** Declarant, or any Owner, shall have the right to enforce, by any

proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. **SEVERABILITY:** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.
3. **DURATION:** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, to a maximum of 99 years unless terminated at the end of any such period by vote of the Owners as set forth in Section 4 of this Article X.
4. **MODIFICATION, CONSENTS, TERMINATIONS AND AMENDMENTS:** Any modification of the Development Guidelines or termination of this Declaration, or amendments to this Declaration as well as approval of special assessments shall take place only by the affirmative vote of sixty (60%) percent of all votes entitled to be voted. Each Owner, except Declarant, shall have one vote for each acre of land, or any fraction thereof owned by it. Declarant shall have votes equal to the total votes of all Owners other than Declarant or one vote per acre or any fraction thereof owned by it in the Property, whichever is less. Any termination or amendments of this Declaration must be recorded. The Committee shall not be required to obtain consent to make changes in the Development Guidelines nor shall consent be required for Declarant in the event Declarant elects to subdivide or add other property to the Property.
5. **NO SEVERANCE OF RIGHT FROM OWNERSHIP OF A LOT:** No purchaser or Owner of any Lot shall convey his interest under this Declaration or any Association formed pursuant to the provisions hereof, and no member of any such Association shall convey, transfer, sell, assign or otherwise dispose of his membership rights in said Association without at the same time conveying, selling and transferring his interest in the Lot to which his membership attaches, and the membership shall be transferred only to a new Owner or purchaser of the Lot to which membership is attached.
6. **INTERPRETATION:** The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any portion of this Declaration shall not invalidate any of the other provisions of this Declaration. These Easements, Covenants, Conditions and Restrictions shall be construed in accordance with the law of the State of Utah.

*[Handwritten signature]*

~~ENT 12358 BK 3098 PG 742~~

IN WITNESS WHEREOF the undersigned, being the Declarant herein, has hereunto caused this Declaration to be executed by its duly authorized officers this 2<sup>nd</sup> day of March, 1993.

ENT 16814 BK 3108 PG 253

NORTH VALLEY INVESTMENT GROUP

By Wallace R. Woodbury  
Wallace R. Woodbury, Attorney-in-fact

By Ray A. Hammond  
Ray A. Hammond, Attorney-in-fact

By Joe R. Birrell  
Joe R. Birrell, Attorney-in-fact

~~ENT 13182 BK 3098 PG 530~~



EXHIBIT "A"

ENT16814 BK 3108 PG 255

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, THENCE ALONG THE SECTION LINE SOUTH 89°34'6" EAST 2263.813 FEET; THENCE SOUTH 1297.319 FEET TO THE POINT OF BEGINNING OF PARCEL.

SOUTH 0°38'16" EAST 286.639 FEET; THENCE ALONG THE ARC WITH A 25.000 FOOT RADIUS (CHORD BEARING IS SOUTH 44°45'37" WEST 35.600 FEET); THENCE SOUTH 2°6'22" EAST 66.071 FEET; THENCE ALONG THE ARC WITH A 25.000 FOOT RADIUS (CHORD BEARING IS SOUTH 45°14'23" EAST 35.110 FEET); THENCE SOUTH 0°38'16" EAST 376.630 FEET; THENCE NORTH 89°50'30" WEST 1122.540 FEET; THENCE SOUTH 2°51'37" WEST 143.980 FEET; THENCE NORTH 49°50'23" WEST 1437.000 FEET; THENCE NORTH 30°35'27" WEST 931.216 FEET; THENCE NORTH 1°11'0" EAST 635.293 FEET; THENCE NORTH 86°49'0" WEST 367.920 FEET; THENCE NORTH 1°0'0" EAST 536.645 FEET; THENCE SOUTH 89°33'30" EAST 886.923 FEET; THENCE SOUTH 0°35'57" WEST 589.256 FEET; THENCE SOUTH 89°59'59" EAST 406.620 FEET; THENCE SOUTH 0°28'28" WEST 44.960 FEET; THENCE SOUTH 1°36'54" WEST 196.987 FEET; THENCE SOUTH 88°23'6" EAST 142.236 FEET; THENCE SOUTH 1°36'54" WEST 502.000 FEET; THENCE SOUTH 88°23'6" EAST 454.000 FEET; THENCE SOUTH 1°36'54" WEST 636.143 FEET; THENCE SOUTH 88°23'6" EAST 251.950 FEET; THENCE SOUTH 89°56'10" EAST 939.820 FEET TO POINT OF BEGINNING.

3,445,847 S.F.

AMERICAN EXHIBIT A

### DEVELOPMENT GUIDELINES

1. **INTENT:** It is the intent of these guidelines to provide that office, manufacturing, research and development, processing and packaging, distribution, commercial and other permitted uses and related activities shall be established and maintained with proper appearance from streets and adjoining properties and to provide that each permitted use shall be a good neighbor to adjoining properties by the control of emission of noise, odor, glare, vibration, smoke, dust, liquid wastes, radiation, radioactivity, etc.

It is the further intent of these guidelines to state the conditions of construction and operation with which all permissible uses will be expected to comply. In many cases the relation of a prospective use to these guidelines cannot be judged properly at the time of building permit issuance. In such cases, the recipient of the building permit should note that these guidelines, like all other provisions of the Master Declaration or other applicable ordinances, are continuing obligations and that all permitted uses will be expected to be operated in compliance with these guidelines.

2. **COMPLIANCE:** Compliance with the guidelines set forth herein is required and any use which fails to comply with these guidelines shall be in violation of the Master Declaration.
3. **MEASUREMENT:** Each measurable standard shall be measured at the appropriate indicated location by means of generally accepted equipment and practices for the type measurement or item being measured.
4. **EFFECTS OF CONCURRENT OPERATIONS:** The sum total of the effects of concurrent operations on two (2) or more tracts measured at any property line shall not be greater nor more offensive to the senses than the guidelines contained herein. Compliance with the provisions of these guidelines may be by single or mutual changes in operational levels, scheduling of operations, and other adjustments.
5. **LANDSCAPING:** All required yards except improved areas and parking facilities shall be open landscape and green areas. If any yards are to be landscaped, they shall be landscaped attractively with lawn, trees, shrubs, etc. All landscaping shall be properly maintained in a sightly and well-kept condition.
6. **NOISE:** Shall be measured on any property line of the tract on which the operation is located. Noise, except noise from motor vehicles, shall be muffled so as not to become objectionable due to intermittence, beat frequency, shrillness or intensity. At the property line the sound pressure level of noise radiated continuously from a facility shall not exceed the values in Table 2 in any octave band frequency. The sound pressure level shall be measured with a Sound Level Meter and an Octave Band Analyzer that conforms to specifications published by the American Guidelines Association.

~~ENT 12356 BK 3108 PG 257~~

(American Guidelines Sound Level Meters for Measurement of Noise and Other Sounds, 224.3 - 1944, and American Guidelines Specifications for an Octave-Band Filter Set for the Analysis of Noise and Other Sounds, 224.10 - 1953, American Guidelines Association, Inc., New York, N.Y., shall be used).

TABLE 2

~~ENT 13102 BK 3098 PG 534~~  
ENT 16814 BK 3108 PG 257

Maximum permissible sound-pressure levels at specified points of measurement for noise radiated continuously from a facility.

Frequency Band Cycles Per Second	Decibel Level
20 - 75	75
75 - 150	69
150 - 300	62
300 - 600	56
600 - 1,200	52
1,200 - 2,400	49
4,800 - 10,000	43
10,000- 20,000	41
20,000- 30,000	40 **
30,000- 40,000	39 **
40,000- 50,000	38

\*\* According to the following formula:

Sound pressure level in Decibels equals 10 log

$$\frac{P_1}{P_2}$$

Where P2 equals 0.002 dynes/cm squared

7. **ODORS:** Odors from any use hereafter begun, except motor vehicles owned or leased by Owner, shall not be discernible at the property line to a greater degree than odors from plants for the manufacture or fabrication of books, electronic equipment or other plants in which operations do not result in greater degree of odors. The values given in (Odor Thresholds) Chapter 5, "Physiological Effects", in the "Air Pollution Abatement Manual," by the Manufacturing Chemists' Association, Inc., Washington D.C., copyright 1951, shall be used as standard in case of doubt concerning the character of odors emitted. Detailed plans for the prevention of restricted odors crossing property lines may be required before the issuance of a building permit.

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8. **GLARE:** Glare, whether direct or reflected, such as from floodlights, or high temperature processes, and as differentiated from general illumination, shall not be visible at any property line, insofar as is possible.

9. **EXTERIOR LIGHTING:** Any lights used for exterior illumination shall direct light away from adjoining properties, insofar as is possible.

10. **VIBRATION:** Vibration, except motor vehicles, shall not be discernable at any property line to the human sense of feeling for three minutes or more duration in any one hour. Vibration at any time shall not produce at any time an acceleration of more than .01 gravities or shall result in any combination of amplitudes and frequencies beyond the "safe" range of Table 7 United States Bureau of Mines Bulletin No. 442 "Seismic Effects of Quarry Blasting," on any structure. The methods and equations of said Bulletin No. 442 shall be used to compute all values for the enforcement of this provision.

11. **SMOKE:** Measurement shall be of the point of emission. The Ringelmann Smoke Chart published by the United States Bureau of Mines shall be used for the measurement of smoke. Smoke not darker or more opaque than No. 1 on said chart may be emitted except smoke not darker or more opaque than No. 2 on said chart may be emitted for periods not longer than four (4) minutes in any thirty (30) minutes. These provisions, applicable to visible grey smoke, shall also apply to visible smoke of a different color but with an equivalent apparent opacity. The provisions of this paragraph shall not apply to smoke from motor vehicles.

12. **DUST:** Solid or liquid particles shall not be emitted at any point in concentrations exceeding 0.3 grains per cubic foot of the conveying gas or air. For measurement of the amount of particles in gases resulting from combustion, standard corrections shall be applied to a stack temperature of 500 degrees Fahrenheit and 50% excess air.

13. **GASES:** Fumes or gases other than motor vehicles, shall not be emitted at any point in concentrations or amounts that are noxious, toxic or corrosive. The values given in Table I (Industrial Hygiene Guidelines - Maximum Allowable Concentration for eight hour day, five days per week), (Odor Thresholds), Table III (Concentrations of Substances Causing Pain in the Eyes), and Table IV (Exposures to Substances Causing Injury to Vegetation) in the latest revision of Chapter 5, "Physiological Effects", that contains such tables, in the "Air Pollution Abatement Manual", by the Manufacturing Chemists Association, Inc. Washington D.C., are hereby established as guides for the determination of permissible concentration or amounts. Detailed plans for the elimination of fumes or gases may be required before the issuance of a building permit.

14. **HAZARD:** All permitted operations within the park shall be carried on with reasonable precautions against toxic waste, fire and explosion hazards.

15. **RADIATION:** All permitted operations with the Park shall cause no dangerous radiation

at any property line as specified by the regulations of the United States Atomic Energy Commission.

- 16. **RADIOACTIVITY:** Operations shall cause no radioactivity or radioactive dust, gases or waste at any property line in violation of Title 10, Chapter 1, Part 20, Code of Federal Regulations, "Guidelines for Protection Against Radiation", dated January 16, 1957, or any subsequent revision or amendment thereof.

- 17. **ELECTRICAL RADIATION:** Any electrical radiation shall not adversely affect at any point any operations or any equipment other than those of the creator of the radiation. Avoidance of adverse effects from electrical radiation by appropriate single or mutual scheduling of operations is permitted. Guidelines for this section shall be Public Health Service Publications No. 999-RH-35 "Regulations, Guidelines & Guides for Microwaves, Ultra Violet Radiation and Radiation for Lasers and Television Receivers". Also, American Conference of Governmental, Industrial Hygienists "Threshold Limit Values of Physical Agents Adopted by AGGIH for 1969".

- 18. **WASTE:** All sewage and industrial wastes shall be treated and disposed of in such manner as to comply with the water quality guidelines applicable to the classification assigned to the receiving waters by the Utah Division of Environmental Health and the City of American Fork, Department of Public Works. Approval of all plans for waste disposal facilities shall be required before the issuance of any building permit. Each Owner and Tenant shall remove, at his own expense, any rubbish or trash of any character which may accumulate on its property or within the buildings. Rubbish and trash shall not be disposed of on the premises by burning in open fires or incinerators.

- 19. **BUILDING PERMITS AND INSPECTIONS:** Building permits are required of each project and are issued by the City of American Fork, Inspection Department. The Owner is responsible for obtaining permits for all new construction, remodeling and other improvements or modifications thereto. Inspection of all buildings is under the jurisdiction of American Fork City. Other municipal, inspecting agencies may also have jurisdiction depending on the type of each facility.

- 20. **CODES AND ZONING ORDINANCES:** The design and construction of all structures and improvements within the subject property shall comply with all national state and local codes, including but not limited to the following:

- A. **BUILDING CONSTRUCTION:** Construction work shall comply with the Uniform Building Code published by the International Conference of Building Officials, 50 South, Los Robles, Pasadena, California.
- B. **ELEVATORS:** Elevators shall comply with the American Standard Safety Code.

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C. MECHANICAL AND PLUMBING:

1. Mechanical shall comply with the "Code and Manual for the Design and Installation of Mechanical Warm Air Heating Systems" National Warm Air Heat and Air Conditioning Association (NWAH & ACA) Manual No. 9, 4th Edition.
2. ADME Boiler Construction Code for Low Pressure Heating Boilers.
3. ASME Boiler & Pressure Vessel Code.
4. Unfired Pressure Vessels - ASME Boiler and Pressure Vessels Code, including Section VIII.
5. "Code of Minimum Requirements for Comfort Air Conditioning (ASHAE)."
6. Building Materials and Structures (BMS).
7. Uniform Plumbing Code as adopted by the Western Plumbing Officials Association.
8. American Standard Plumbing Code ASA A40, 7-1949.
9. Utah Plumbing Code.
10. "Uniform Building Code" of the Pacific Coast Building official conference.
11. American Fork City Ordinances.
12. Heat Exchangers - Guidelines of Tubular Exchanger Manufacturers Association - TEMA Guidelines for Class "C" Heat Exchangers.
13. Guidelines for the Installation of Air Conditioning and Ventilating Systems other than Residence Type-National Board of Underwriters (NBFU) and National Fire Protection Association (NFPA) Pamphlet No. 90A.
14. N.B.F.U. Sprinkler Equipment Guidelines.
15. American Society of Heating, Refrigerating and Air Conditioning Engineers Guidelines.
16. American Welding Society Guidelines.

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D. ELECTRICAL: Electrical shall comply with the National Electric Code.

E. ZONING ORDINANCES

1. Regulations for the subject property fall under the American Fork City Zoning Ordinance Section GC2 General Commercial (for Commercially Zoned Areas) and Section I2 Planned Industrial Development (for planned industrial areas).

F. FACILITIES FOR PHYSICALLY HANDICAPPED: Elimination of architectural barriers for the physically handicapped State of Utah S.B. 120, 1969, and the federal Americans with Disability Act, 1992.

21. PUBLIC SERVICES:

A. Public Roads, Curbs, Gutters, Sidewalks, Sewers, Storm Sewers & Water:

Mr. Carl Hansen  
City Engineer  
Department of Public Works  
American Fork City  
280 East 200 North  
American Fork, Utah 84003  
(801) 756-6049

B. NATURAL GAS

Mountain Fuel Supply Company  
60 South 100 West  
Provo, Utah 84601  
(801) 373-7400

C. POWER

Utah Power & Light Company  
Sales and Marketing Department  
P. O. Box 279  
American Fork, Utah 84003  
(801) 756-7611

D. TELEPHONE SERVICE

U.S. West Communications  
200 South 200 East  
Salt Lake City, Utah 84111  
(801) 237-4332

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22. **MASTER PLAN:** The Master Plan shows present and anticipated future development in the park and shows the actual or anticipated location of Lots, storm drainage and other general utility easements, roads, common areas, etc. This plan is subject to change and will be periodically updated to reflect actual growth and revisions to the plan.

ENT 16814 BK 3108 PG 262

23. **SITE PLAN SURVEY:** The Architect shall be responsible for obtaining the description and survey of the Property.

~~ENT 13102 BK 3098 PG 539~~

24. **SOILS TESTING:** Because of the various geological formations in the area, each Architect will be responsible for having test borings made in the location of the building and such findings made a part of the construction documents.

25. **UTILITIES:** All incoming utilities shall be underground and shall rise within the buildings. Wires, conduits, transformers, valves, meters, etc., shall be in either separate permanent structures designed as an integral part of the visual project development or enclosed within the principal building. Contact should be made with gas and electric companies before any presentations are made to the reviewing committee to confirm the location and suitability of screening for transformers and meters. A written approval of screening techniques and location by the engineering department of the respective utilities is strongly recommended.

26. **ROADS & TRAFFIC:**

- a. All roads and parking areas are to be of concrete or asphaltic concrete and shall conform to performance guidelines set by the City.
- b. All curbs, gutters, and walks to be of concrete.
- c. Location of all property roads to or from a public road are regulated and are to be approved by the American Fork City, Traffic Engineering Department.
- d. No parking shall be permitted in the front setback.

27. **FENCES AND SCREENS:**

- a. All fences and screens are to be of a permanent nature and constructed of masonry or other approved material.
- b. All fencing shall be maintained in good condition at all times.
- c. Total property line fencing is discouraged.

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**28. TRUCK LOADING FACILITIES AND STORAGE:**

~~OR 15102 BK 3098 PG 540~~

- a. Provisions shall be made for off-street truck loading facilities which shall be in screened yards not exposed to obvious view.
- b. No loading platforms or structures are permitted in the front setback area.
- c. All loading movements including turn around, shall be made off the public right of way and on the tenant's property. Truck loading shall not project into any public right of way.
- d. Sufficient off-street loading space for trucks shall be provided.
- e. No materials, supplies, equipment, finished products or semi-finished products, raw materials, or articles of any nature shall be stored or permitted to remain on any building site outside of the building or screening structures constructed thereon.

ENT 16814 BK 3108 PG 263

**29. BUILDING HEIGHT:** Buildings constructed in Area A of the Park shall not be higher than 50 feet, exclusive of mechanical equipment. Buildings in Area A shall be located and constructed so as to maintain a view corridor to the extent possible to the rest of the Park. The intent is to maximize visibility from the freeway and 500 east to all Buildings in the Park. Buildings located in Area B of the Park shall not be restricted as to height.

**30. ILLUMINATION OF BUILDINGS AND GROUNDS:**

- a. Exterior lighting of building, landscape lighting and parking lighting must be approved by the reviewing committee. All parking areas must have adequate lighting.

**31. PARKING Guidelines:** The size of each parking space is a minimum of 9' x 18' with proper and adequate circulation area to the extent that the actual requirement for parking space by an individual user is less than that required by the Master Declaration. The number of spaces may be reduced to be in line with actual needs. However, the unused portion of parking area is to be landscaped and left free of buildings so that expansion of the parking can be implemented if necessary.

**32. PLANS AND SPECIFICATIONS REQUIRED FOR APPROVAL:** Owner shall provide complete site plans, landscaping plans, building plans, together with associated specifications for review and approval by the Committee (as defined in the Master Declaration) prior to the commencement of any construction or improvements upon the Property. The Committee shall have thirty (30) days after initial submission of plans and fifteen (15) days after resubmission of plans to approve or disapprove of the plans.

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Failure to respond within said time period shall be deemed an approval. The time period shall commence on the date the plans are received by the Committee. Plans shall be submitted for review and approval and shall be revised as necessary until final approval is received. All approvals must be in writing. Three (3) copies of the following plans and information should be submitted and are required in order to receive final approval. The thirty (30) day review period shall not begin until all the following have been received by the Committee.

~~613102 3098 541~~

(a) Schematic Design Phase - Consult with Project Manager's Architect. Lynn S. Woodbury - WOODBURY CORPORATION, 2677 East Parleys Way, Salt Lake City, Utah 84109 - (801) 485-7770, to review schematic site plans prior to preparing final building plans. Include basic building elevations showing building materials and building heights. ENT 16814 BX 3108 Pg 264

(b) Site Utilization Plans - Shall be submitted for approval prior to the commencement of any final building or site construction working drawings and shall show the following:

1. Scale as large as possible but no less than 1" = 50'.
2. Show the location of all building footprints and other structures with dimensions from outside of wall to outside of wall and from edge of wall to property lines. Identify all existing proposed and future building expansion areas.
3. As nearly as possible, show the location and outline of existing structures and parking areas within a distance of 300 feet of any proposed building.
4. Show site boundaries completely dimensioned with metes and bounds.
5. Include sections through the site if necessary to explain changes in level in the proposed buildings as related to the site and relationship to other adjacent existing and future structures.
6. Indicate all outdoor facilities, parking, auto and pedestrian, service drives, loading docks, street and paved areas, approaches, walks, stairs, retaining walls, transformers, meters, and other outdoor features, etc., with building floor elevations.
7. Show existing and proposed grading, contour elevations and drainage including identification of any existing site condition, drainage ditches, utility lines, etc.
8. Show all parking spaces and landscape areas, curbs, planter islands, etc.

Also include overall landscaping scheme showing location of major trees, shrub and flower areas, signs, and grass areas.

9. Include a site analysis chart which identifies total site area in square feet, building coverage in square feet and as a percent of site area, total gross building area (indicate number of floors and area of each building on site), parking spaces required and parking spaces provided.

**33. FLOOR PLANS:**

~~ENT 13162 BK 3098 PG 262~~  
ENT 16814 BK 3108 PG 263

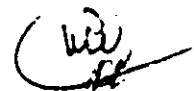
- a. Scale 1/16" = 1' minimum, larger size preferred.
- b. Identify each room and area by name and show overall dimensions.
- c. Indicate special equipment, mechanical equipment and other items which could be considered as possibly producing an objectionable condition.

**34. ELEVATIONS & SECTIONS:**

- a. Scale 1/8" = 1'.
- b. Elevations and sections should be at the same scale. Expanded wall sections should also be provided.
- c. Show principal elevations, floor levels and indicate grades and other distinguishing features outside the building.
- d. Include sections which may be necessary to explain structural systems and other unusual features of design which show rooftop equipment, location and heights with floor to floor dimensions.
- e. Describe all exterior materials, colors and textures and provide sample board of actual materials if requested.

**35. FINAL PLANS AND SPECIFICATIONS:**

- a. After approval of site plan and basic buildings, but prior to the commencement of any construction, submit a complete set of site and building construction and working drawings, together with associated written specifications.
- b. The Committee will review drawings for variations from approved site plans and elevations and will also evaluate general layout, construction methods, utility system installations and other pertinent details affecting the site layout, building elevations and overall project appearance. The Committee will notify Owner of





any observed problems as soon as possible, but reserves the right to require modification to the plans at any time to the extent that it is discovered that such plans violate any covenants or conditions of approval or are materially different from plans previously approved.

c. Final plan should include the following:

1. Site plan showing all site improvements, buildings, existing and proposed contours, grade elevations, site utilities, and other underground installations, together with invert elevations.
2. Landscape plan showing all proposed landscape features and describing the location, quantity and type of all plant materials and underground sprinkling system.
3. Complete architectural floor plans of each floor including basements and penthouses showing location of plumbing features, built-in features, all finish materials and other typical information and dimensions generally found on architectural floor plans.
4. Building elevations, sections and details showing all windows, doors and other materials, finishes, design features, etc.
5. Complete mechanical, electrical, plumbing and structural plans, together with associated details, equipment schedules, panelboards, fixtures and supplemental drawings as may be necessary to fully describe the complete installation.
6. Written specifications fully describing the project work, installation, methods and other pertinent information typically included therein.

c. All drawings and specifications shall be prepared by a licensed Utah Architect and/or a professional engineer.

36. **CHANGE ORDERS:** Submit to the Committee copies of any change orders or revised drawings during the construction process which effect the site construction, layout, or the building elevations or exterior features including revised locations of equipment, underground utility systems, drainage systems, grading, landscaping, etc.

**37. AS-BUILT SURVEY:**

- a. At the completion of construction, Owner will be required to provide an as-built survey of the site improvements showing property lines, dimensions, location of all equipment and underground utilities, meters, and all other physical improvements upon the property and such items that are typically required in an ALTA Survey. Such drawings shall be prepared by and bear the certification of a licensed, professional engineer or land surveyor.
- b. Owner shall also provide as-built tracings of floor plans, building elevations and sections which shows any changes to the construction and indicates the proper location and configuration of construction in place.

**38. LANDSCAPING:**

- a. In order to provide for a unifying element throughout the park, a major planting concept has been established that will apply to all individual projects. The desired effect is a forest of high canopy trees and grass with enough dominance of one tree species and with enough uniformity of spacing along the roadways to provide a unity to the park.
- b. Lower trees for specimen and accent plantings, shrubs, and ground covers should be selected for unity and harmony. Plantings of annuals and/or perennial flowers to provide color is encouraged in featured areas and around building perimeters. A single grass will be used to minimize color variation from project to project.
- c. All planting and sprinkler plans should be prepared by a licensed landscape architect or some other qualified person acceptable to the committee and must show and identify the location, spacing and type of each tree and other plant material. Plans shall also show location of all fences, screens, walks, drives, pools, bermed areas, mounds, ponds, rock or other landscape features and shall be accompanied by a plant list showing botanical name, common name, size and number of all materials.
- d. All landscaped areas must be irrigated by an underground sprinkling system.
- e. All areas not hard surfaced must be planted unless otherwise approved by the committee.
- f. Landscape construction is to be completed as part of the initial building construction no later than sixty (60) days after occupancy of the building unless weather conditions prohibit.
- g. The landscape development, having once been installed shall be maintained in a

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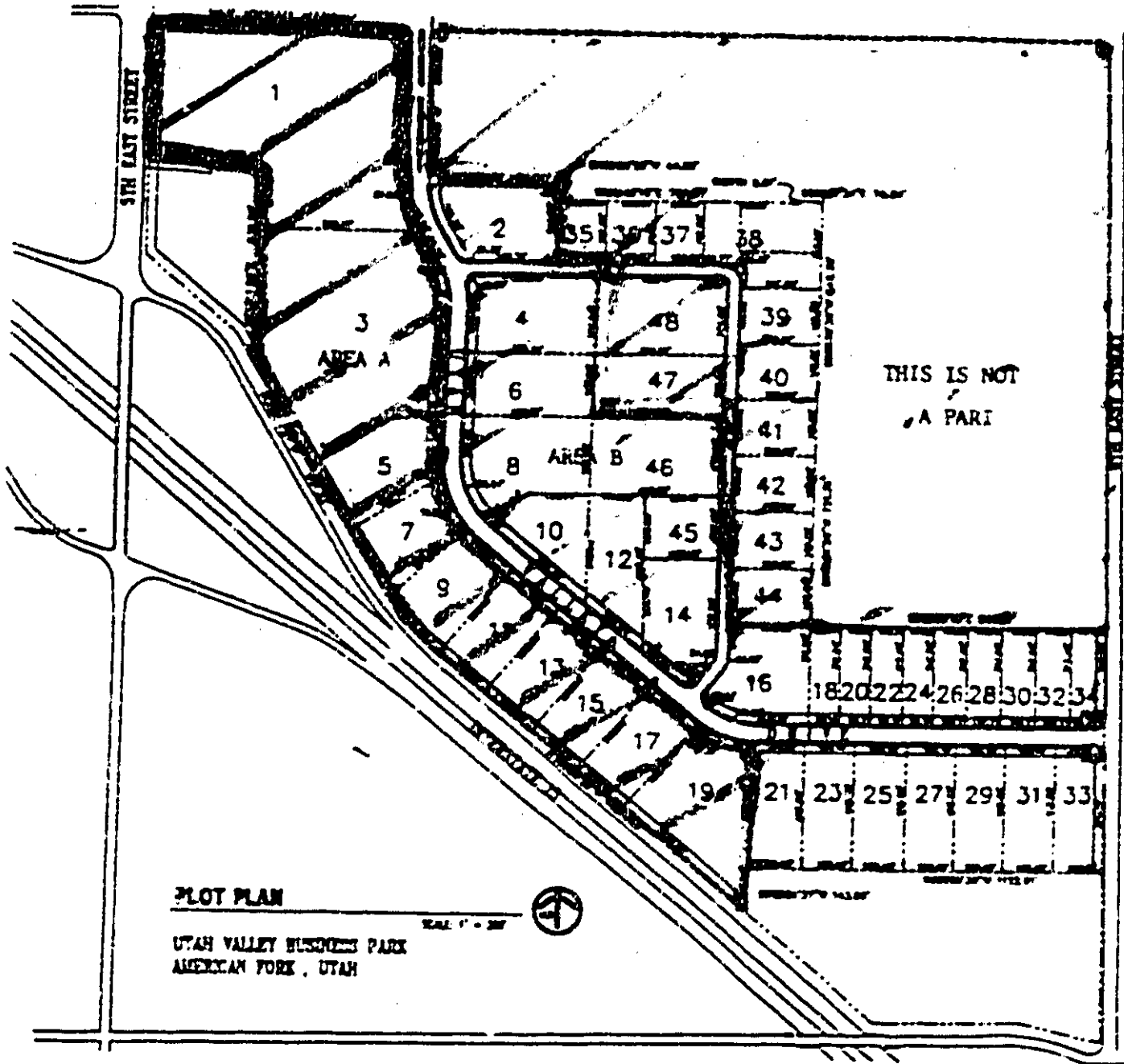
neat and acceptable manner to the extent that trees or shrubbery die, Owner shall promptly replace any dead trees or shrubbery.

- b. It is the intent that the majority of the landscaping entrances be oriented toward the street and front of the building and to other areas that are readily visible from the public streets and entry to a project site.

**39. TREES:**

- a. Tree density of one per one thousand (1,000) square feet of the first 15,000 s.f. of landscaped area and one per 1,500 s.f. of landscaped area thereafter shall be provided.
- b. A row of trees along the public rights-of-way shall be provided with the base located fifteen (15) feet from the back of the concrete curb and with a spacing of twelve (12) feet. Trees along Utah Valley Drive shall be Chinese elm, flowering pear, or comparable. Other trees shall be approved, or disapproved by the reviewing committee as they are presented.

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THIS IS NOT  
A PART

**PLOT PLAN**

UTAH VALLEY BUSINESS PARK  
AMERICAN FORK, UTAH

SCALE 1" = 20'



*(Handwritten signature)*

ENT 16814 BK 3108 PG 269

~~ENT 13102 BK 3098 PG 546~~

~~ENT 12354 BK 3094 PG 758~~