



WHEN RECORDED RETURN TO:
JMCC PROPERTIES, LLC
782 South Auto Mall Drive, Suite A
American Fork, Utah 84003

ENT 20018:2015 PG 1 of 27
JEFFERY SMITH
UTAH COUNTY RECORDER
2015 Mar 12 11:42 am FEE 66.00 BY EO
RECORDED FOR AMERICAN FORK CITY

**DECLARATION OF STORM DRAIN DETENTION BASIN
COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS AND
BYLAWS FOR
COPPER RIDGE AT NORTSHORE CORP. CENTER**

This Declaration of Storm Drain Detention Basin Covenants, Conditions and Restrictions, and Reservation of Easements, and Bylaws for Copper Ridge at Northshore Corp. Center (the "Declaration") is made and executed by JMCC PROPERTIES, LLC, a Utah limited liability company, of 782 South Auto Mall Drive, Suite A, American Fork, Utah 84003 (the "Declarant") and with Consent of Clay Butterfield and Sharon Butterfield, Trustees of the Butterfield Family Trust, dated December 17, 2002, as to an undivided ½ interest; and Jay Neldon Butterfield and Kelly Marie Butterfield, Trustees of the Butterfield Family Trust, dated March 17, 1992, as to an undivided ½ interest, of Herriman City, Salt Lake County, of the State of Utah (collectively as the "Lot 4 Owner").

RECITALS

A. Declarant and Lot 4 Owner are the owners of certain real property located in Utah County, Utah described more particularly on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Declarant has subdivided the Property into a commercial subdivision consisting of four lots, numbered 1-4, inclusive, as well as a parcel having a detention basin (said parcel being referred to on the Final Plat as "Parcel A" and legally described in Exhibit B).

C. Declarant and Lot 4 Owner desire to provide a general plan for the administration and management of the Storm Drain Detention Basin (as defined below) located within the Property and for the establishment of covenants, conditions, restrictions, easements and bylaws to assist in the administration and management of the Storm Drain Detention Basin.

D. Concurrent with the recording of this Declaration, Declarant intends to convey Parcel A (the parcel containing the Storm Drain Detention Basin) to the Association (as defined below) by virtue of a Warranty Deed to be recorded with the Utah County Recorder's Office.

E. The Declarant desires, by filing this Declaration to submit the Property and all improvements now or hereafter constructed thereon to the terms, covenants, conditions and restrictions set forth below, which shall constitute equitable servitudes and shall run with the land.

COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above, the Declarant hereby covenants, agrees and declares that the Property shall be subject to the following covenants, conditions and restrictions; reservation of easements; and bylaws:

ARTICLE I DEFINITIONS

1.1 The following definitions shall apply to this Declaration:

a. Act shall mean and refer to the Utah Community Association Act, Utah Code Ann., Section 57-8a-101 et seq.

b. Articles of Incorporation shall mean and refer to the Articles of Incorporation of the Copper Ridge at Northshore Corp. Center Storm Detention Basin Association, Inc. on file or to be filed with the Utah Division of Corporations and Commercial Code.

c. Assessment shall mean and refer to any amount imposed upon, assessed or charged an Owner.

d. Association shall mean and refer to the Copper Ridge at Northshore Corp. Center Storm Drain Detention Basin Association, which comprises all of the Lot Owners taken or acting as a group in accordance with this Declaration.

e. Bylaws shall mean and refer to the Bylaws of the Association, a copy of which is attached to and incorporated in this Declaration by reference as "Exhibit C".

f. Board of Directors shall mean and refer to the governing board of the Association.

g. City shall mean and refer to the City of American Fork, a municipal corporation, located within Utah County, Utah.

h. Common Area shall mean and refer to the Storm Drain Detention Basin.

i. Common Expense shall mean and refer to expenses of maintenance, repair or replacement of the Storm Drain Detention Basin; (b) Expenses allocated by the Board of Directors among the Owners; (c) Expenses agreed upon as common expenses by the Association; and (d) Expenses declared common expenses by this Declaration.

j. Declarant shall mean and refer to JMCC Properties, LLC, a Utah limited liability company.

k. Declaration shall mean and refer to this Declaration of Storm Drain Detention

Basin Covenants, Conditions and Restrictions, and Reservation of Easements, and Bylaws for Copper Ridge at Northshore Corp. Center.

- l. Director shall mean and refer to a director of the Association.
- m. Eligible Votes shall mean and refer to those votes available to be cast on any issue before the Association. A vote, which is for any reason suspended, is not an "Eligible Vote".
- n. Final Plat shall mean and refer to the final plat map for the Subdivision recorded in the Office of the County Recorder as it may be amended or supplemented from time to time.
- o. Individual Charges shall mean and refer to a charge levied by the Board of Directors against an Owner for any expenses incurred by the Association resulting from the act or omission of such Owner.
- p. Lot shall mean and refer to the subdivided and recorded lot or lots within Property.
- q. Lot Number shall mean and refer to the number and/or letter used to identify a particular Lot or Lot.
- r. Mortgage shall mean and refer to either a first mortgage or first deed of trust on any Lot.
- s. Mortgagee shall mean and refer to a mortgagee under a first mortgage or a beneficiary under a first deed of trust on any Lot.
- t. Office of County Recorder or County Recorder shall mean and refer to the Utah County Recorder in the State of Utah.
- u. Owner shall mean the record owner or owners, whether one or more Persons, of a fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.
- v. Par Value shall mean the number of points assigned to each Lot by the Declaration in "Exhibit D" attached. The statement of points is based upon square footage of each Lot divided by the square footage for all lots in the Project and may not be considered to reflect or control the sales prices or fair market value of any Lot, and no opinion, appraisal, or fair market transaction at a different figure may affect the par value of any Lot, or any undivided interest in the Common Areas, voting rights in the Association, liability for Common Expenses, assigned on the basis thereof. The Par Value of each Lot and Owner in the Association shall have a permanent character and shall not be altered without the express affirmative consent of all Owners.
- w. Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

- x. Project shall mean and refer to the Subdivision.
- y. Project Documents shall mean and refer to the Declaration, Bylaws, Rules and Regulations, and Articles of Incorporation.
- z. Property shall mean all of real property and real property interest comprising the Subdivision as shown on the Final Plat to be recorded with the Utah County Recorder's Office.
 - aa. Repair shall mean and refer to merely correcting the damage done sometimes by accident or fire or other cause, but more often due to the ravages of time and the deterioration resulting from ordinary wear and tear, by substituting for the damage, decayed or worn-out parts, new material, usually similar to that replaced, and so restoring the structure to its original sound condition.
 - bb. Replacement shall mean and refer to the replacement of the Storm Drain Detention Basin system, in whole or in part.
 - cc. Storm Drain Detention Basin shall mean and refer to the storm drain detention basin located on Parcel A and serving the Property; all gutters, catch basins, boxes, culverts and underground storm drain systems which are located on, across, or under said Property; provided, however, that each Owner shall be responsible for the Repair, maintenance and Replacement of the parts of the Storm Drain Detention Basin located on its Lot, as more particularly described below.
 - dd. Subdivision shall mean the Copper Ridge at Northshore Corp. Center, according to the Final Plat, as it may be amended or supplemented from time to time.

**ARTICLE II
SCOPE OF PROJECT**

2.1 Description, Legal Status and Commercial Nature of the Project. The Final Plat shows Parcel A and the Lot Number of each Lot in the Project and its location. All Lots shall be capable of being independently owned, encumbered and conveyed, subject to all easements and encumbrances of record. It is intended that there will be four (4) commercial Lots, numbered 1, 2, 3 and 4, inclusive. This Declaration affects a commercial subdivision. Residential use is not allowed. Common Expenses and voting rights shall be divided and distributed among all of the Lots in the Project on a Par Value basis.

2.2 Area of Application. This Declaration shall apply to all of the Property.

**ARTICLE III
NATURE AND INCIDENTS OF OWNERSHIP**

3.1 Membership in Association. Each Owner shall be a member ("Member") of the Association. Membership in the Association shall be mandatory, shall be appurtenant to, and

shall not be separated from the Lot to which it appertains.

3.2 Voting. In any case in which the Declaration requires the vote of an Owner for authorization or approval of an act or a transaction, the voting rights are allotted to Owners on the basis of Par Value.

a. Consent in Lieu of Vote. In any case in which the Declaration requires the vote of an Owner for authorization or approval of an act or a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners that collectively hold the required percentages, subject to the following conditions:

(1) Sixty-Day Limit. All necessary consents must be obtained prior to the expiration of sixty (60) days from the time the first written consent is obtained; and

(2) Change In Ownership. Any change in Ownership of a Lot which occurs after consent has been obtained from the Owner having an interest therein shall cause the written consent obtained to not be considered or taken into account for any purpose; and

(3) Compliance with Statutes. Any such consent in lieu must also comply with the requirements of the Utah Revised Nonprofit Corporation Act (the "URNPCA"), as amended from time to time. In the event of any conflict between the provisions of Declaration, the Act and the URNPCA, the latter shall in all respects govern and control.

3.3 Undivided Interest in Common Areas. Each Lot Owner shall have an appurtenant, undivided ownership interest in and to the Common Area, according to the Par Value ratio.

3.4 No Partition. The Common Area shall be owned in common by all the Owners according to the Par Value ratio and no Owner may bring action for partition thereof.

3.5 Duty of Owner to Pay Taxes. Each Owner will pay and discharge any and all taxes and assessments that may be assessed against Owner relative to his own Lot in the Subdivision. Furthermore, any taxes assessed against the Storm Drain Detention Basin shall be shared amongst the Lot Owners on a Par Value basis as a Common Expense.

3.6 Duty to Pay Association Assessments. Each Owner is obligated to pay and discharge all Assessments and charges properly levied by the Association as set forth herein.

ARTICLE IV ASSESSMENTS

4.1 Apportionment. The voting rights of the Association shall be distributed among, and the Common Expenses and Special Assessments shall be charged to, the Owners on the basis of Par Value. Each Owner shall pay its Assessments subject to and in accordance with the procedures set forth below.

4.2 Common Expenses. The Assessments provided for herein shall be used for the general

purpose of maintaining and repairing the Storm Drain Detention Basin, all as may be more specifically authorized from time to time by the Board of Directors.

b. Budget. At least thirty (30) days prior to the Annual Association Meeting, the Board of Directors shall prepare and deliver to the Owners a proposed Budget which:

(1) Itemization. Shall set forth an itemization of the anticipated Common Expenses (including that portion earmarked for the reserve account) for the twelve (12) month calendar year, commencing with the following January 1.

(2) Basis. Shall be based upon advance estimates of cash requirements by the Board of Directors to provide for the payment of all estimated expenses growing out of or connected with the maintenance and repair and operation of the Association, of the Storm Drainage Detention Basin, which estimate shall include, but is not limited to, expenses of management, grounds maintenance, taxes and Special Assessments, compensation for the board of directors, legal and accounting fees, any deficit remaining from a previous period, and the creation of a reasonable contingency reserve.

(3) Approval of Budget and Assessments. The proposed Budget and the Assessments shall become effective unless disapproved at the Annual Meeting by a vote of at least a majority of the Eligible Votes of the Owners. Notwithstanding the foregoing, however, if the Members disapprove the proposed budget and Assessments or the Board of Directors fails for any reason to establish the Budget and Assessments for the succeeding year, then and until such time as a new budget and new Assessment schedule shall have been established, the Budget and the Assessments in affect for the then current year shall continue for the succeeding year.

4.3 Special Assessments. In addition to the other Assessments authorized herein, the Association may levy Special Assessments in any year, subject to the following:

a. Board of Directors Based Assessment. So long as the Special Assessment does not exceed the sum of Five Hundred and 00/100ths Dollars (\$500.00) (the "Special Assessment Limit") per Lot in any one fiscal year, the Board of Directors may impose the Special Assessment without any additional approval.

b. Association Approval. Any Special Assessment that would exceed the Special Assessment Limit shall be effective only if approved by more than eighty percent (80%) of the Eligible Votes of the Owners. The Board of Directors in its discretion may allow any Special Assessment to be paid in installments.

4.4. Individual Assessments. Individual Assessments shall be levied by the Board of Directors against a Lot and its Owner to reimburse the Association for: (a) costs associated with the maintenance and repair of the Storm Drain Detention Basin for which the Owner is responsible; (b) any other charge, fee, fine, dues, expense, or cost designated as an Individual Assessment in the Project Documents or by the Board of Directors; and (c) attorneys' fees, interest, and other charges relating thereto as provided in Declaration.

4.5 Reserve Analysis and Reserve Fund(s).

a. As used in this section, the term "reserve analysis" means an analysis to determine: (a) the need for a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring the common areas that have a useful life of three years or more, but excluding any cost that can reasonably be funded from the general budget or other funds of the association of Owners; and (b) the appropriate amount of any reserve fund.

b. The Board of Directors may cause a reserve analysis to be conducted no less frequently than required by statute; and review and, if necessary, update a previously conducted reserve analysis no less frequently than required by statute.

c. The Board of Directors shall conduct a reserve analysis itself.

d. The Board of Directors may not use money in a reserve fund: (i) for daily maintenance expenses, unless a majority of the members of the Association vote to approve the use of reserve fund money for that purpose; or (ii) for any purpose other than the purpose for which the reserve fund was established. The Board of Directors shall utilize the reserve funds, if any, prior to imposing a Special Assessment. The Board of Directors may maintain a reserve fund separate from other funds of the Association, but shall not limit the Board of Directors from prudently investing money in a reserve fund provided it is government insured.

e. The Association shall: (a) annually, at the annual meeting of the Association or at a special meeting of the Association: (i) present the reserve study; and (ii) provide an opportunity for Owners to discuss reserves and to vote on whether to fund a reserve fund and, if so, how to fund it and in what amount; and (b) prepare and keep minutes of each meeting so held and indicate in the minutes any decision relating to funding a reserve fund.

4.6 Personal Obligation of Owner. Owners are liable to pay each Owner's share of the cost of maintaining the Common Area; provided, however, no first Mortgagee or beneficiary under a first deed of trust (but not the seller under a uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Lot pursuant to the remedies provided in the Mortgage or trust deed shall be liable for unpaid Assessments which accrued prior to the acquisition of title. For purposes of this Section, the term "Owner" shall mean and refer jointly and severally to: (1) the Owner of both the legal and equitable interest in any Lot; (2) the owner of record in the offices of the County Recorder; and (3) both the buyer and seller under any executory sales contract or other similar instrument.

4.7 Superiority of Assessments. All Assessments and liens created to secure the obligation to pay Assessments are superior to any exemptions to which an Owner may be entitled which, insofar as it adversely affects the Association's lien securing unpaid Assessments, each Owner, by accepting a deed or other document of conveyance to a Lot, hereby subordinates and waives.

4.8 Payment of Assessments. The Board of Directors has the sole authority and discretion to determine how and when the Assessments are paid, whether on an annual, quarterly, or monthly basis.

4.9 Collection of Assessments. The Owners must pay their Assessments in a timely manner. Payments are due at a time and manner as to be prescribed by the Board of Directors.

a. Statement of Assessments Due. Upon written request, and at least on a yearly basis, the Board of Directors shall furnish to any Owner a statement of Assessments due, if any, on his Lot. Failure to provide the certificate within ten (10) days after the Secretary receives a written request shall be deemed conclusive evidence that all Assessments are paid current.

b. Delinquent Accounts. Any Assessment not paid within ten (10) days of when due shall be deemed delinquent.

c. Late Fees and Default Interest. The Board of Directors is hereby granted the authority to charge a late fee and default interest on the outstanding balance of any delinquent account in a sum and at a rate to be determined by the Board of Directors.

d. Lien.

(1) If any Owner fails or refuses to make any payment of any Assessment, that amount shall constitute a lien on the interest of the Owner in a Lot, and upon the recording of notice of lien by the Association it is a lien upon the Owner's interest in any Lot(s) prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special Assessment liens on the Lot in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

(2) The Owner has the right to request an informal hearing to contest a lien within thirty (30) days of the date notice of the fine was delivered to the Owner and may initiate civil action to appeal the final decision within one hundred and eighty (180) days after the date the informal hearing was held or the date the time to request an informal hearing expired.

e. Foreclosure of Lien and/or Collection Action. If the Assessments remain unpaid, the Association may, as determined by the Board of Directors, institute suit to collect the amounts due and/or to foreclose the lien.

f. Personal Obligation. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, Mortgages, trust deeds or encumbrances may be foreclosed.

g. No Waiver. No Owner may waive or otherwise exempt himself or herself from liability for the Assessments provided for herein, including but not limited to the non-use of the Storm Water Detention Basin or the abandonment of his Lot.

h. Duty to Pay Independent. No reduction or abatement of Assessments shall be

claimed or allowed by reason of any alleged failure of the Association or Board of Directors to take some action or perform some function required to be taken or performed by the Association or Board of Directors under Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

i. Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest therein by the Board of Directors. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or Mortgages or in any other manner permitted by law, including by way of illustration but not limitation a judicial and/or non-judicial sale. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's fees, and a reasonable rental for the Lot during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the Mortgage security. The Board of Directors may bid for the Lot at foreclosure or other sale and hold, lease, Mortgage, or convey the same.

4.10 Liability of Board of Directors. The Association shall indemnify every officer and member of the Board of Directors against any and all expenses, including but not limited to attorney's fees reasonably incurred by or imposed upon any officer or member of the Board of Directors in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer or member of the Board of Directors. The officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and member of the Board of Directors free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the Board of Directors, or former officer or member of the Board of Directors, may be entitled. The Association may, as a Common Expense, maintain adequate general liability and officer's and director's insurance coverage to fund this obligation, if such insurance is reasonably available.

ARTICLE V EASEMENTS

5.1 Easements. Declarant and Lot 4 Owner hereby reserves to itself, its affiliates, and to the successor Lot Owners of Lots 1, 2, 3, and 4 and grants to the Owners of such Lots a nonexclusive, perpetual right-of-way and easement over, across, through, and under the Property within the drainage easement areas as shown on the Final Plat, for ingress to, egress from,

installation, replacement, repair and maintenance of, utility and service lines and systems that service the Storm Drain Detention Basin, any portion thereof, as well as any such lines and systems which service property owned by the Declarant or an Owner.

a. Common Use of Easement. Said easement is to be used in common by the Association and Owners, subject to all of the terms, covenants, conditions and restrictions set forth herein.

b. Private Easement. The easement created is intended to be used as a private non-exclusive easement for the exclusive use and benefit of the Association and Owners.

c. Encroachments. If any part of the Storm Drain Detention Basin encroaches or shall hereafter encroach upon an adjoining Lot, then an easement for such encroachment and for the maintenance of the same shall and does exist. Such easements shall extend for whatever period the encroachment exists. Such encroachments shall not be considered to be encumbrances on the affected Lot or Lots. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any improvement constructed or to be constructed within the Project, by error in the Final Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

d. Reservation of Rights. The deeds or other documents of conveyances for any Lot within the Project hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such easements and/or licenses as are provided herein, even though no specific reference to such easements appears in any such conveyance.

e. Damage, Waste or Claims. Each Owner shall be strictly liable for any loss, damage or claim caused to person or property for any Owner, his occupants, tenants, guests, visitors, invitees or patrons of his Lot.

ARTICLE VI DEVELOPMENT RESTRICTIONS

a. Landscaping. All Lot landscaping, grading, and drainage affecting, directly or indirectly, the Storm Drain Detention Basin shall be completed in such a manner as to direct all surface water to the Storm Drain Detention Basin and not to other Lots on the Property. Should any Owner fail to comply with the provisions of this paragraph, the Declarant or the Association shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof or to recover damages, or both, and shall also have the authority but not the obligation to complete the landscaping or restore the property to its original condition without being guilty of a trespass, and require the Owner to pay the cost of labor and materials. The costs and expenses incurred, including a reasonable attorney's fee, whether or not a lawsuit is filed, shall be considered the personal obligation of the Owner and shall constitute a lien on the interest of the Owner in such property, enforceable at law or equity, until payment is made. Declarant and the Lot 4 Owner acknowledge and agree that Lots 1 and 4 comply with this provision.

b. Slope and Drainage Control. No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with the Storm Drain Detention Basin or established Lot ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels. The slope control area of the Storm Drain Detention Basin and each Lot and all improvements therein shall be maintained continuously by the Association or Owner of the Lot, respectively, excepting those improvements for which a public authority or utility company is expressly responsible. It shall be the responsibility of the Owner to see that his Lot strictly conforms with the established grading and drainage plan, or if no plan exists, that all surface water runs to the Storm Drain Detention Basin and not neighboring Lots.

ARTICLE VII ZONING

7.1 Zoning. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Subdivision land use and buildings.

ARTICLE VIII RESTRICTIONS

8.1 Use Restrictions and Nature of the Project. The Lots are subject to the following use restrictions that shall govern both the architecture and the activities within the Project:

a. Garbage and Refuse Disposal. The Storm Drain Detention Basin shall NOT be used as a dumping ground. All trash, garbage, debris, rubbish or other waste shall be kept in a sealed, sanitary bag or container, and stored out of sight except for a dumpster or dumpsters.

b. Laws. Nothing shall be done or kept in, on or about the Storm Drain Detention Basin or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

c. Damage or Waste. Each Owner is strictly liable for and shall repair any damage he may cause to the Storm Drain Detention Basin, and promptly restore the property to its original condition. Without limiting the generality of the foregoing, each Owner shall be responsible for the Repair, Replacement and maintenance of all surface and underground improvements connected to the Storm Drain Detention Basin that are located on such Owner's Lot, including, without limitation, all catch basins, inlets and pipe (the "Storm Water Improvements"). Each Owner agrees to prevent any debris or material on such Owner's Lot from blocking any Storm Water Improvements. An Owner shall be responsible for all costs associated with flushing any lines or removing dirt or sediment from the detention pond, which can be attributed to activities on one or more of the Lots.

d. Signs. No signs, billboards or advertising structures or devices of any kind may be built, installed or displayed in, on or about the Storm Drain Detention Basin.

e. Nuisances. No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the Subdivision, or which might interfere with the right of other Owners to the quiet and peaceful enjoyment of their Property. Any activities, which are authorized under the American Fork City zoning laws or subject to a properly issued American Fork City business license shall be presumed not to violate this provision.

**ARTICLE IX
INSURANCE**

9.1 Insurance. The Association may maintain the following insurance coverage for the Storm Drain Detention Basin, at least to the extent it is reasonably available:

a. Property insurance on all structures relating to the Storm Drain Detention Basin and Public liability insurance

b. Denial or Cancellation of Coverage. If property or liability insurance is not reasonably available, then fair and reasonable notice must be given to the Owners within seven (7) days.

c. Additional Coverage. The Association may purchase additional or greater coverage.

9.2 Damage to a portion of Storm Drain Detention Basin and System. The following provisions relation to the repair or replacement if damage occurs to the Storm Drain Detention Basin.

a. If all or a portion of the Storm Drain Detention Basin, for which insurance is obtained, is damaged or destroyed, the association shall repair or place the portion within a reasonable amount of time unless:

i. the project is terminated;

ii. repair or replacement would be illegal under a state statute or local ordinance governing health or safety; or

iii. 100% of the allocated voting interests of the Owners in the Association vote not to rebuild.

b. If a portion of a project is not repaired or replaced because the project is terminated, the termination provisions of applicable law and the governing documents apply.

c. The cost of repair or replacement of any common area in excess of insurance

proceeds, if applicable, and reserves is a common expense.

d. If the entire Storm Drain Detention Basin is damaged or destroyed and not repaired or replaced:

i. the Association shall use the insurance proceeds attributable to the damaged common areas to restore the damaged area to a condition compatible with the remainder of the project;

ii. the Association shall distribute the remainder of the proceeds to all the Owners or lien holders in proportion to the common expense liabilities as established by Par Value.

ARTICLE X MORTGAGEE PROTECTION

10.1 Mortgagee Protection. Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any Mortgage or deed of trust, given in good faith and for value, including by way of illustration but not limitation the security interest in a Lot and its appurtenant interest in the Association, the Common Area and/or the non-exclusive right to access and use the Common Area. Mortgagees are excluded from any leasing or rental restrictions when obtaining or after obtaining a Lot in foreclosure. The lien or claim against a Lot for unpaid Assessments levied by the Board of Directors or by the Association pursuant to this Declaration shall be subordinate to any Mortgage recorded on or before the date such Assessments become due.

10.2 Effects of Voluntary and Involuntary Sale. The lien or claim against a Lot for such unpaid Assessments shall not be affected by any sale or transfer of such Lot, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Lot or the exercise of a power of sale available thereunder shall extinguish any debt payable prior to such sale or transfer. Nevertheless, any such unpaid Assessments that are extinguished in accordance with the foreclosure or power of sale shall not relieve the purchaser or transferee of such Lot from liability for the lien of any Assessments becoming due thereafter.

ARTICLE XI BOOKS AND RECORDS

11.1 Books and Records Available for Inspection. The Board of Directors or the Association shall make available to the Owners, to Mortgagees, and lenders, and to holders, insurers, or guarantors of any Mortgage current copies of the Declaration, Bylaws, and administrative Rules and Regulations concerning the Storm Drain Detention Basin, as well as the books, records, and financial statements of the Board of Directors and the Association. The term "Available," as used in the Paragraph, shall mean available for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association shall have the right to

recover its photocopying and service charges incurred in making the inspection and photocopying available.

11.2 Right to Financial Statement. The holder, insurer or guarantor of any Mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year. Any financial statement requested pursuant hereto shall be furnished to the requesting party within a reasonable time following such request.

10.3 Management Contracts. Any agreement for professional management of the Storm Drain Detention Basin, and any contract for goods or services, or any lease that is entered into by the Board of Directors shall provide, or be deemed to provide hereby, that:

a. Either party may terminate the contract with cause upon at least thirty (30) days prior written notice to the other party; and

b. No contract may be for an initial term greater than one (1) year.

ARTICLE XII MISCELLANEOUS

12.1 Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions that 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 other genders. The term *shall* is mandatory and the term *may* is permissive. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

12.2 Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, Lot Owner 4, and all parties who hereafter acquire any interest in a Lot, the Subdivision or the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

12.3 Enforcement and Right to Recover Attorneys Fees. Should the Declarant or an aggrieved Owner be required to take action to enforce or construe this Declaration or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover his reasonable attorneys fees, costs and expenses which may arise or accrue, regardless of whether a lawsuit is filed.

12.4 Limitation of Liability. This Declaration of covenants, conditions and restrictions is established for the benefit of the Property and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of Declarant or its agents, representatives and employees shall be exempt from any civil claim or action, including an action for negligence, brought by any person owning or having an interest in any Lot.

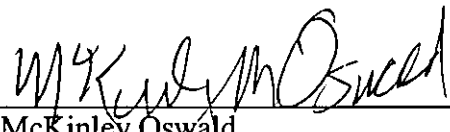
12.5 Amendments. This Declaration may be amended upon the affirmative written approval of all Owners and shall be valid immediately upon recording of the document amending this Declaration in the office of the County Recorder.

12.6 Duration. The covenants and restrictions of this Declaration shall endure perpetually.

12.7 Rule Against Perpetuities. If the Declaration shall violate any applicable rule against perpetuities, accumulations, or any similar rule or law, the Declarant or Association shall terminate such Declaration on the date limited by such rule or law, and thereupon the property held in common by and shall be conveyed to the persons entitled thereto, notwithstanding any provision of this document to the contrary. No power of appointment granted hereunder shall be exercised in any manner that would violate any such applicable rule or law. Any attempted exercise of any such power that violates such rule or law shall be void, notwithstanding any provision of this document to the contrary.

Dated this 20th day of February, 2015.

JMCC PROPERTIES, LLC
a Utah limited liability company

By: 
Name: McKinley Oswald
Title: Manager

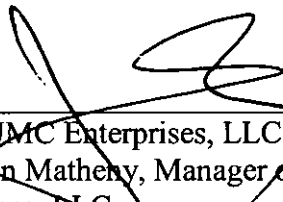
By: 
Name: JMC Enterprises, LLC
By: Jason Matheny, Manager of JMC Enterprises, LLC

EXHIBIT "A"

**OVERALL BOUNDARY LEGAL DESCRIPTION
OF PLAT "A" COPPER RIDGE AT NORTSHORE CORP. CENTER**

The Property referred to in the foregoing document is located in Utah County, Utah and is described more particularly as follows:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. UTAH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT NORTHWEST CORNER; THENCE S.00°05'45" E 802.81 FEET ALONG THE SECTION LINE; THENCE EAST 65.22 FEET TO THE REAL POINT OF BEGINNING. SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF DENVER & RIO GRANDE WESTERN RAILROAD

THENCE N 54°07'34" E 367.23 FEET TO THE SOUTH RIGHT OF WAY LINE AUTO MALL DRIVE; THENCE ALONG SAID AUTO MALL DRIVE RIGHT OF WAY LINE: THENCE S 37°05'31" E 227.19 FEET; THENCE S 37°05'33" E 179.90 FEET; THENCE S 37°05'31" E 536.30 FEET TO A POINT OF CURVATURE OF A 467.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 143.48 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 17°36'14" AND A CHORD THAT BEARS S 28°17'24" E A DISTANCE OF 142.92 FEET; THENCE S. 19°29'18" E. A DISTANCE OF 6.44 FEET; THENCE S. 70°30'42" W. TO THE NORTH RIGHT OF WAY LINE OF DENVER & RIO GRANDE WESTERN RAILROAD: A DISTANCE OF 361.18 FEET; THENCE N 37°02'16" W 989.34 FEET ALONG SAID RIGHT OF WAY TO THE REAL POINT OF BEGINNING.

CONTAINING 8.78 ACRES (382,512 S.F.).

EXHIBIT "B"

LEGAL DESCRIPTION FOR PARCEL A

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. UTAH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT NORTHWEST CORNER OF SAID SECTION 25; THENCE S.00°05'45"E. A DISTANCE OF 1457.36 FEET ALONG THE SECTION LINE; THENCE EAST A DISTANCE OF 559.14 FEET; THENCE S.37°02'16"E. A DISTANCE OF 16.12 FEET TO THE REAL POINT OF BEGINNING. SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF DENVER & RIO GRANDE WESTERN RAILROAD.

THENCE N.52°57'44"E. A DISTANCE OF 64.62 FEET; THENCE S.55°48'54"E. A DISTANCE OF 76.01 FEET; THENCE S.19°31'20"E. A DISTANCE OF 104.35 FEET; THENCE S.70°30'42"W. A DISTANCE OF 60.50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID DENVER AND RIO GRANDE WESTERN RAILROAD RIGHT OF WAY; THENCE N.37°02'16"W. A DISTANCE OF 153.22 FEET TO THE POINT OF BEGINNING

CONTAINING 0.28 ACRES (12,308 S.F.)

EXHIBIT "C"

**BYLAWS FOR
COPPER RIDGE AT NORTHSHORE CORP. CENTER**

**ARTICLE I
NAME AND LOCATION**

1.1 Name and Location. The name of the Association is the Copper Ridge at Northshore Corp. Center Storm Drain Detention Basin Association (the "Association"). The principal office of the corporation shall be located at 782 South Auto Mall Drive, Suite A, American Fork, Utah 84003, but meetings of Members and Board of Directors may be held at such places within the State of Utah, as may be designated by Board of Directors.

**ARTICLE II
DEFINITIONS**

2.1 Definitions. Except as otherwise provided herein or as may be required by context, all terms defined in Article 1 of the Declaration shall have such defined meanings when used in these Bylaws.

**ARTICLE III
MEETINGS OF MEMBERS OF THE ASSOCIATION**

3.1 Annual Meeting. The Association shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

3.2 Special Meetings. Special meetings of the Association may be called at any time by the President, by a majority of the Members of the Board of Directors, or by a petition signed by ½ of the Lots.

3.3 Notice of Meetings. Written notice of a meeting of the Association, regular or special, shall be given to each Owner by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to said Owner addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

3.4 Quorum. Owners present in person or by proxy at a meeting of the Association shall constitute a quorum for all purposes.

3.5 Voting. A Member is apportioned their votes according to Par Value as defined in Article 1 of the Declaration.

3.6 Proxies. At all Association meetings, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall be valid only for the meeting for which it is provided.

ARTICLE IV BOARD OF DIRECTORS AND TERM OF OFFICE

4.1 Number. A Board of Directors comprised of five (5) natural persons shall manage the affairs of the Association. Each Owner shall appoint one (1) Member of the Board of Directors; provided, however, that the Owner of Lot 1 shall appoint two (2) Members. All matters before the Board of Directors shall be approved by a majority of the Directors.

4.2 Replacement. If a Member resigns or is otherwise unable or unwilling to serve, then the Owner of the Lot whose Member resigned shall appoint a replacement

4.3 Term of Office. Each Member on the Board of Directors shall serve until replaced by the Owner of the Lot who appointed such member of the Board of Directors.

4.4 Compensation. No Member shall receive compensation for any service he may render to the Association as a Director, although he may be reimbursed for his actual expenses incurred in the performance of his duties and may enter into an independent contract to provide other services. A Member may enter into a separate and independent contract with the Association to provide additional services for a fee. All agreements shall be approved by the Board of Directors.

4.5 Annual Meeting. The Board of Directors shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

4.6 Special Meetings. Special meetings of the Board of Directors may be called at any time by the President or by a majority of the Members of the Board of Directors.

4.7 Voting. Each Director shall have one vote.

4.8 Proxies. A Director may give a written proxy to another member of the Board of Directors if he or she is unable to attend a meeting.

ARTICLE V MEETINGS AND ACTION WITHOUT A MEETING

5.1 Action Taken Without a Meeting. Any action that may be taken at any meeting of Owners or the Board of Directors may be taken without a meeting if the Association delivers a written ballot to every Owner in accordance with Utah Code Ann., Section 16-6a-707 (2002) as it may be amended from time to time (or a written ballot is delivered to every member of the Board of Directors. The ballot must set forth each proposed action and provide an opportunity to

vote for or against each proposed action. The number of approvals must equal or exceed the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The parties must be provided a fair and reasonable amount of time before the day on the Association or Board of Directors must receive ballots. An amount of time shall be considered fair and reasonable if the Owners (or members) are given at least 15 days from the day on which the notice is mailed, if the notice is mailed by first-class or registered mail; Owners (or members) are given at least 30 days from the day on which the notice is mailed, if the notice is mailed by other than first-class or registered mail' or considering all of the circumstances, the amount of time is otherwise reasonable. Any action so approved shall have the same effect as though taken at a meeting of the Association or Board of Directors, respectively.

5.2 Action by Written Ballot. Any action that may be taken at any meeting of the Owners or the Board of Directors may be taken without a meeting if the Association delivers a written ballot to every member entitled to vote on the matter in accordance with Utah Code Ann., Section 16-6a-709 (2002) as it may be amended from time to time. Any action so approved shall have the same effect as though taken at a meeting of the Association or Board of Directors, respectively.

5.3 Meetings by Telecommunications. Persons participate in a meeting of the Owners or Board of Directors by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other (or read a transcript of what is being said in real time) during the meeting. A person participating in a meeting by telecommunication shall be considered to be present in person at the meeting.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.1 Powers. The Association shall have all of the powers of a Utah non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. The Association shall have the power to perform any and all lawful acts that may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association. Without in any way limiting the generality of the foregoing, the Association may act through its Board of Directors and shall specifically have the powers and duties set out in this Article V, including

6.2 Assessments. The power and duty to levy Assessments on the Owners, and to enforce payment of such Assessments in accordance with the Declaration.

6.3 Association Property. The right to own and/or lease the Association Property and the duty to maintain and manage the Common Areas and improvements thereon. In particular the Association shall:

a. Maintain and repair in an attractive, safe and functional condition the Common Areas;

- b. Pay all taxes and Assessments levied upon the Common Areas and all taxes and Assessments payable by the Association;
- c. Obtain any water, sewer, gas and electric services needed for the Common Areas and
- d. Do each and every other thing reasonable and necessary to operate the Common Areas and the Association.

ARTICLE VII OFFICERS AND THEIR DUTIES

7.1 Enumeration of Officers. The officers of the Association shall be a president and secretary, plus such other officers as the Board of Directors may from time to time by resolution create. The same individual may not hold the office of president and secretary at the same time. The officers need not be Members of the Board of Directors.

7.2 Election of Officers. The Board of Directors shall elect or appoint officers at the first meeting of the Board of Directors during each calendar year.

7.03 Term. Each officer of the Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

7.4 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

7.5 Resignations and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.6 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7.7 President. The president shall (a) preside at all meetings of the Board of Directors, (b) see that orders and resolutions of the Board of Directors are carried out; and (c) sign all contracts.

7.8 Secretary. The secretary shall (a) record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association, (b) keep the corporate seal of the Association and affix it on all papers requiring said seal, (c) serve notice of meetings of the Board of Directors and of the Association, (d) keep appropriate current records showing the

Members of the Association together with their addresses; (e) serve as the Delegate to the Master Association if the President is unable to do so; and (f) perform such other duties as may required by the Board of Directors.

ARTICLE VIII BOOKS AND RECORDS

8.1 Books and Records. The books and records shall be kept with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Property, specifying the maintenance, repair and any other expenses incurred. The books and records, including any invoices, receipts, bills, proposals, documents, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices.

8.2 Signatures. The Board of Directors shall determine who is required to sign checks, drafts, contracts, and legally binding agreements.

8.3 Bookkeeping. The accounting and financial statements for Association must be kept and prepared by either the property manager or an independent bookkeeper or accountant, who may not be a Director or an officer of the Association. A monthly profit and loss statement, balance sheet, and check register shall be sent or delivered by the bookkeeper or accountant to each Director. The accountant or bookkeeper shall prepare and file all tax returns for the Association.

8.4 Audit. Either a (a) majority vote of the Members of the Board of Directors or (b) majority vote of all of the Owners is necessary and sufficient to require either a Compilation Report, Reviewed Statement or Audited Statement of the Association.

8.5 Production of Records. The Association shall: (a) keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Areas and Facilities, specifying and itemizing the maintenance and repair expenses of the Common Areas and Facilities and any other expenses incurred; and (b) make those records available for examination by any Owners at a convenient hour during the regular work week no later than fourteen (14) days after the Owner makes a written request to examine the records.

ARTICLE IX AMENDMENTS

9.1 Amendment to Bylaws. These Bylaws may only be amended by: (a) the affirmative vote of all members of the Board of Directors, or (b) a vote of all Owners. In the event of a conflict between the decision of the Owners and the Board, the former shall in all respects govern and control.

9.2 Conflict. In the case of any conflict between the Declaration and these Bylaws or the

Articles of Incorporation, the former shall in all respects govern and control.

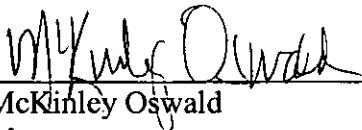
9.3 Corporate Status. If the corporate status of the Association is suspended or dissolved for any reason, the Board of Directors may unilaterally reinstate or recreate the corporate status.

**ARTICLE X
FISCAL YEAR**

10.1 Miscellaneous. Unless otherwise determined by the Board of Directors, the fiscal year of the Association shall begin on the first day of February and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Dated this 20th day of February, 2015.

“DECLARANT”

By: 
Name: McKinley Oswald
Title: Manager

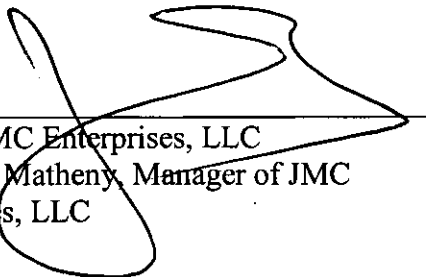
By: 
Name: JMC Enterprises, LLC
By: Jason Matheny, Manager of JMC Enterprises, LLC

EXHIBIT "D"
PAR VALUES AND PERCENTAGES OF OWNERSHIP INTEREST


Note: Total square footage of Property is 382,512 sf. Reducing Parcel A (Storm Drain Detention Basin) from the Square Footage leaves a net square footage of 370,204 sf, which Par Values are based from.

Lot Number	Square Footage	Percentage of Ownership
Lot 1	132,064	35.67 %
Lot 2	88,541	23.92 %
Lot 3	83,864	22.65 %
Lot 4	65,734	17.76 %
TOTAL		100%


CONSENT OF LOT 4 OWNER

COMES NOW the undersigned owner of Lot 4 and hereby consents to the foregoing Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements, and Bylaws for Copper Ridge at Northshore Corp. Center, submits its property to said Declaration and further agrees for itself and for its successors and assigns to be bound thereby, acknowledging that said Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements, and Bylaws for Copper Ridge at Northshore Corp. Center constitutes an equitable servitude and runs with the land.

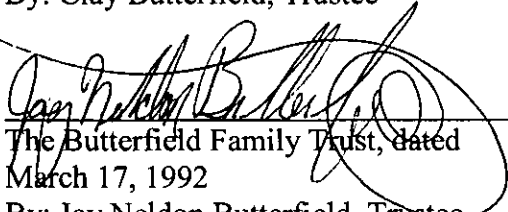
Dated this 20th day of February, 2015.



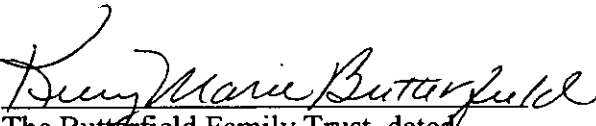
The Butterfield Family Trust, dated
December 17, 2002
By: Clay Butterfield, Trustee



The Butterfield Family Trust, dated
December 17, 2002
By: Sharon Butterfield, Trustee



The Butterfield Family Trust, dated
March 17, 1992
By: Jay Neldon Butterfield, Trustee



The Butterfield Family Trust, dated
March 17, 1992
By: Kelly Marie Butterfield, Trustee

State of Utah)
:SS
County of Salt Lake

On the 20th day of February, 2015, personally appeared before me Sharon Butterfield, Trustee of the Butterfield Family Trust, dated December 17, 2002, and that the within and foregoing instrument was signed on behalf of said Trust by authority of the governing documents and who duly acknowledged to me that said Trust executed the same.

[Signature]
Notary Public
Residing In: SL County
Commission Expires Dec 20 2016



State of Utah)
:SS
County of Salt Lake

On the 20th day of February, 2015, personally appeared before me Jay Neldon Butterfield, Trustee of the Butterfield Family Trust, dated March 17, 1992, and that the within and foregoing instrument was signed on behalf of said Trust by authority of the governing documents and who duly acknowledged to me that said Trust executed the same.

[Signature]
Notary Public
Residing In: SL County
Commission Expires Dec 20 2016



State of Utah)
:SS
County of Salt Lake

On the 20th day of February, 2015, personally appeared before me Kelly Marie Butterfield, Trustee of the Butterfield Family Trust, dated March 17, 1992, and that the within and foregoing instrument was signed on behalf of said Trust by authority of the governing documents and who duly acknowledged to me that said Trust executed the same.

[Signature]
Notary Public
Residing In: SL County
Commission Expires Dec 20 2016

