



**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
WHITE SAGE INDUSTRIAL PARK**

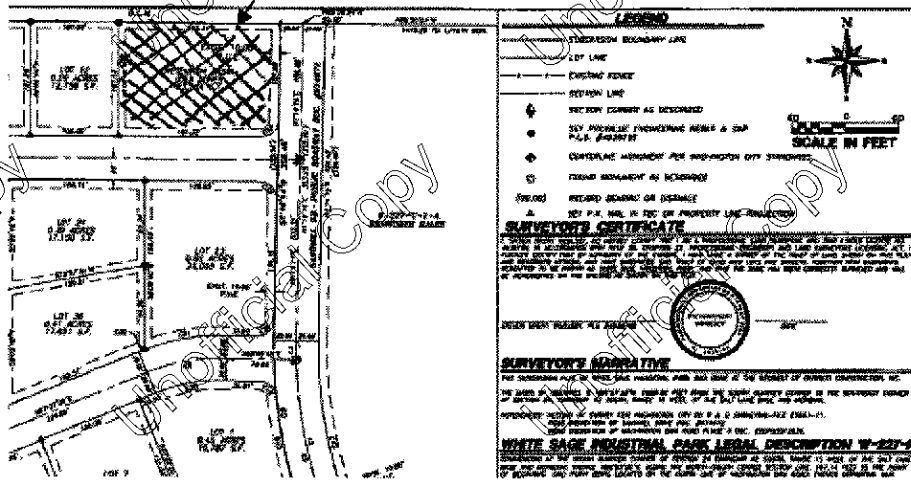
THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF WHITE SAGE INDUSTRIAL is made as of June 27<sup>th</sup>, 2016, by D&G Property Holdings, LLC, a Utah limited liability company ("Declarant"), with regard to all that real property located in Washington County, Utah, described in Exhibit A, attached hereto and made a part hereof (the "Property").

Declarant hereby declares that the Property is now held, and shall be transferred, sold, leased, conveyed and occupied subject to the covenants, conditions, and restrictions herein set forth, which shall run with the Property and be binding on all parties having any right, title, or interest in all or any portion of the Property, including any Lot within the Property, including their heirs, assigns, and successors in interest and which shall inure to the benefit of each owner thereof.

**ARTICLE 1  
DEFINITIONS AND CONCEPTS**

The following definitions and concepts shall control in this Declaration:

- 1.1. "Articles" means the Articles of Incorporation of White Sage Industrial Park Owners Association.
- 1.2. "Association" Association means the White Sage Industrial Park Owners Association.
- 1.3. "Bylaws" means and refers to the Bylaws of the White Sage Industrial Park Owners Association, a copy of which are attached as Exhibit B.
- 1.4. "Common Property" means any real property (including the improvements thereto and facilities thereon) owned or hereafter acquired by the Association for the common use and enjoyment of the Owners and includes that portion of Property which is situated directly east of Lot 22 and designated on the Plat as a "Retention Basin" and which is shown in cross-hatching as follows:



Common Property is dedicated to the common use and enjoyment of the Owners consistent with its designated purpose, and is not dedicated for the use of the general public, except as specifically determined by the Directors. Specifically exempted from Common Property are Lots and dedicated public streets, if any are identified on the Plat. Common Property shall also include all land in which the Association has an easement right.

1.5. **“Common Expense”** means the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include any expenses incurred by the Declarant during the Development Phase for initial development or other original construction costs unless approved by a majority of the Members.

1.6. **“Declarant”** means D&G Property Holdings, LLC, a Utah limited liability company, its heirs, successors, and assigns.

1.7. **“Declaration”** means this instrument and any amendments, restatements, supplements, or annexations thereto, which are recorded in the office of the Washington County Recorder.

1.8. **“Developer Control Period”** shall be the time from the date of this Declaration until such time as Declarant transfers legal title to all Lots to bona fide purchasers.

1.9. **“Directors”, “Board of Directors”, or “Board”** means the governing body of the Association.

1.10. **“Governing Documents”** means, collectively, this Declaration, the Articles, the Bylaws, and any amendments or supplements to the foregoing documents, and includes any rules and regulations established pursuant to the Declaration, Articles, or Bylaws, and any resolutions adopted by the Board, as the same may be amended from time to time.

1.11. **“Lot”** means a separately numbered and individually described plot of land shown on the Plat designated as a Lot for private ownership.

1.12. **“Member”** means and is synonymous with the terms “Owner” and “Lot Owner” and is used herein and in the Bylaws and Articles as a means to identify the Lot Owners as members of the Association.

1.13. "**Mortgage**" includes "deed of trust" and mortgagee includes "trust deed beneficiary."

1.14. "**Owner**" or "**Lot Owner**" means the entity, person, or group of persons owning fee simple title to any Lot or parcel of real property in the Property. The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings.

1.15. "**Plat**" means the subdivision plat, survey, or plan that describes the Property and has been recorded or any replacements thereof, or alterations, amendments, or additions thereto. Declarant may prepare and record one or more plats designating ownership of the various Lots of the Property. Upon request, each Owner shall give written consent to the preparation and recording of said plat(s).

1.16. "**Property**" means that certain real property described on Exhibit A hereto.

1.17. "**Rules**" or "**Regulations**" means and refers to any rules or regulations created by the Board, pursuant to its authority under the Governing Documents, to govern the Association.

## ARTICLE 2 DECLARATION

2.1. Declaration. Declarant hereby declares that the Property is now held, and shall be transferred, sold, leased, conveyed and occupied subject to the covenants, conditions and restrictions herein set forth, each and all of which shall run with the land and remain in full force and effect and apply to and bind the heirs, grantees, assigns and successors in interest of each and every Owner of a Lot of the Property. Each Owner of any Lot or parcel in the Property covenants and agrees to use the Property only in accordance with the provisions hereof and to refrain from using the Property in any way inconsistent with or prohibited by the provisions of this Declaration. It is the intent and purpose of this Declaration to create mutual and equitable servitudes upon the Property in favor of all other Lots located therein, creating reciprocal rights and obligations between the respective Owners of Lots of the Property, and creating a privity of contract and estate between the Owners of said Lots.

2.2. Purpose and Intent. It is the intent of this Declaration to allow general industrial activities, manufacturing, warehousing and marketing activities to be carried out within a building or buildings on the Property. Such activities shall not contribute excessive noise, dust, smoke or vibration to the surrounding environment and shall not contain a high hazard potential due to the nature of the products, material or processes involved. It is the further intent and purpose of this Declaration to control the user-occupant density on the Property, to expressly prohibit certain uses of the Property, and to protect the character of the Property.

2.3. Lots. Structures may be constructed subject to the ordinances and building regulations of the Washington City. Except as otherwise provided herein, each Owner shall be responsible for maintenance and upkeep of the Owner's Lot and shall keep the same free from rubbish, litter and noxious weeds. All structures, landscaping and improvements located on the Owner's Lot shall be maintained in good condition and repair at all times. In the event any Owner fails to perform this maintenance the Association shall have the right to have maintenance performed on the Lot and the cost of said maintenance shall be added to and become part of the assessment to which such Lot is subject. Without limiting any other provision of this Declaration, each Owner shall maintain and keep such Owner's Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might endanger the health of or interfere with the safety or reasonable enjoyment of other Owners of their respective Lots.

2.4. Common Property.

(a) Ownership; Conveyance. By recording of the Plat, Declarant effectively conveys the Common Property to the Association, free and clear of all encumbrances and liens, but subject to this Declaration, and easements and rights-of-way of record. By the recording of this Declaration, the Association accepts the conveyance of the Common Property.

(b) Rights of Use and Rules and Regulations Concerning the Common Property. Every Lot Owner shall have a right and easement of use and enjoyment in and to the Common Property, consistent with the purpose and designation of the Common Property, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the Governing Documents. The Board shall have the right to establish rules and regulations governing the Common Property.

(c) Board Rights in Common Property. The Board shall have the right, for and on behalf of the Association, to: (a) insure, maintain, and care for the Common Property; (b) with the approval of at least 75% of Lot Owners to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the Common Property to any private individual, corporate entity, public agency, authority, or utility; (c) grant easements for public utilities or other public purposes consistent with the intended use of the Common Property; (d) take such steps as are reasonably necessary or desirable to protect the Common Property against foreclosure; and (e) take such other actions with respect to the Common Property which are authorized by or otherwise consistent with the Governing Documents.

(d) Damage. Any damage caused to the Common Property by any Lot Owner or the Lot Owner's tenants, agents, guests, or invitees must be repaired by the Lot Owner as soon as possible after such damage is discovered, and in the event of failure of the Owner to make such repairs, the Association may make such repairs and the expense of such repair shall be borne by the Lot Owner and shall become part of the assessment to which such Owner's Lot is subject.

(e) Maintenance. The Association shall maintain the Common Property at all times in good and clean condition and repair.

ARTICLE 3  
MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Each Lot Owner shall be a Member of the Association. Membership in the Association automatically transfers upon conveyance of title to a Lot by the record Owner thereof to another person or entity.

3.2. Voting Rights. The Association shall have two classes of ownership as provided for in the Bylaws. When more than one person holds an interest in any Lot, the group of such persons shall be a Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Regardless of the number of parties participating in ownership of each Lot, the group of those parties shall be treated as one Owner. Membership in the Association is appurtenant to and may not be separated from Lot or parcel ownership.

3.3. Change of Corporate Status. The Association has been set up and established as a non-profit corporation under Utah law. However, the continuing existence and viability of the Association is not vested in its corporate status. During any period in which the Association is not incorporated or otherwise has a change of corporate status (for example, involuntary dissolution under the Utah Nonprofit Corporation Act for failure to file for corporate renewal), the Governing Documents shall

nevertheless continue to be effective as the Governing Documents of the Association, and the Association, the Board, and all officers and committees operating under the authority of the Governing Documents shall have all rights, power, and authority granted therein, and no Lot Owner may escape or avoid any assessment, charge, lien, rule or other matter contained in the Governing Documents by virtue of such change of corporate status. In the case of non-incorporation, the Board is authorized, to the extent it deems necessary, and without approval of the Members, to re-incorporate under a same or similar name and such corporation shall be deemed the successor to the Association. In the event the Board does not reincorporate, the Association shall continue to operate and function under the Governing Documents as an unincorporated association. Upon reincorporation the Board shall readopt Bylaws for the Association that are the same as the Bylaws that were in existence at the time of termination of dissolution.

3.4 Validity of Votes and Consents. Any consent or vote given by a Lot Owner on any matter in the Governing Documents shall be valid for a period of 90 days, and shall be binding on any subsequent Owner who takes title of the Lot during that period of time.

3.5 Rulemaking Authority. The Board may, from time to time, subject to the provisions of the Governing Documents and Utah law, adopt, amend and repeal rules and regulations governing, among other things, use of any Common Property, parking restrictions and limitations, limitations upon vehicular travel within the Property, and restrictions on other activities or improvements on the Property which, in the opinion of the Board, create a hazard, nuisance, unsightly appearance, excessive noise, or offensive smell.

3.6. Notice, Promulgation of Rules. A copy of the rules and regulations, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Lot Owner within 15 days after the date of the board meeting where the changes were made and may, but need not be, recorded. Upon such mailing or other delivery, said rules and regulations shall have the same force and effect as if they were set forth in and were a part of this Declaration. In addition to or in lieu of providing notice by mail, the Board may provide notice by electronic means such as electronic mail (e-mail) to Lot Owners and may require that Lot Owners, in addition to keeping the Board informed as to their current mailing address, maintain a current e-mail address with the Board for such purpose.

3.7. Management Agreement; Property Manager. The Board may engage for the Association the services of a property manager to perform such duties and services as the Board shall authorize. The Board may delegate to and otherwise authorize the property manager to perform those services to which the Board itself may perform under the Governing Documents. Any contract or agreement for services entered into by the Board for and on behalf of the Association and the property manager shall not exceed a term of two years. Fees, costs, and other charges of the property manager shall be Common Expenses.

#### ARTICLE 4 FINANCES AND OPERATIONS

4.1. Authority to Assess Owners. The Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents.

4.2. Creation of Lien and Personal Obligation of Assessment. Each Owner of any Lot by acceptance of a deed or conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association, assessments or charges as authorized in the Governing Documents including but not limited to: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; (3) additional assessments; (4) emergency assessments; (5) any other amount or assessment levied or charged by the Association or Board pursuant to this Declaration; and (6)

interest, costs of collection and reasonable attorney fees, as hereinafter provided. All such amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of (a) the person who was the Owner of such property at the time when the assessment fell due and (b) successors-in-title who took title when assessments were delinquent. The Declarant shall not be subject to assessments or the lien for assessments.

4.3. Purpose of Assessments. The assessments levied by the Association shall be used (a) for the purpose of promoting the health, safety, and welfare of Owners of the Property; and (b) for the improvement and maintenance of any property, services, and facilities devoted to this purpose. The assessments must provide for, but are not limited to, the payment of taxes on Association property and insurance maintained by the Association; the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the Common Property; the payment of administrative expenses of the Association; the payment of insurance deductible amounts; the establishment of a reserve account for repair, maintenance and replacement of Common Property which must be replaced on a periodic basis, as required by Utah Code §57-8a-211; the payment of any professional services deemed necessary and desirable by the Board; and other amounts required by this Declaration or that the Board shall determine to be necessary to meet the primary purposes of the Association. The assessments may provide, at the discretion of the Board, for the payment of other charges including (without limitation) maintenance, management, trash collection, sewer and water charges

4.4. Initial Annual Assessment. The Declarant shall initially establish the amount of the annual assessments. Thereafter, the establishment of annual assessments shall be according to the procedures and requirements of Section 4.8.

4.5. Special Assessments. In addition to the annual assessments, the Board may levy in any assessment year a special assessment, applicable to that year only to cover unbudgeted expenses or expenses in excess of those budgeted, including but not limited to defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of Common Property and any structures, fixtures and personal property related thereto. Any such special assessment may be levied against all Members if such special assessment is for Common Expenses. Except as otherwise provided in this Declaration, any special assessment shall require the affirmative vote or written consent of a majority of all Members, if a Common Expense. Special assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal years in which the special assessment is approved.

4.6. Specific Assessments. The Association shall have the power to levy specific assessments against a particular Lot to: (a) cover costs incurred in bringing such Lot into compliance with the Governing Documents; (b) cover costs incurred which are specific to cover the costs, including overhead and administrative costs, of providing any services to any particular Lots; and (c) to cover any costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests

4.7. Emergency Assessments. Notwithstanding anything contained in this Declaration, the Board, without Member approval, may levy emergency assessments in response to an emergency situation. Prior to the imposition or collection of any assessment due to an emergency situation, the Board shall pass a resolution containing the written findings as to the necessity of such expenditure and why the expenditure was not or could not have been reasonably foreseen or accurately predicted in the budgeting process and the resolution shall be distributed to the Members with the notice of the emergency assessment. If such expenditure was created by an unbudgeted utility maintenance or similar expense or increase, the assessment created thereby shall be discontinued by the Board by a similar resolution, if such expense is subsequently reduced, or to the extent the next succeeding annual budget

incorporates said increase into the annual assessment. An emergency situation is one in which the Board find (a) an expenditure, in its discretion, required by an order of a court, to defend the Association in litigation, or to settle litigation; (b) an expenditure necessary to repair or maintain the Property or any part of it for which the Association is responsible where a threat to personal safety on the Property is discovered; (c) an expenditure necessary to repair, maintain, or cover actual Association expenses for the Property or any part of it that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget (for example: increases in utility rates, landscape or maintenance contract services, attorney fees incurred in the defense of litigation, etc.); or (d) such other situations in which the Board finds that immediate action is necessary and in the best interests of the Association.

4.8. Date of Commencement of Assessments; Due Dates.

(a) The assessments provided for herein shall commence to accrue on the first day of the month following conveyance of a Lot to a bona fide purchaser. The first assessment shall be adjusted according to the number of months remaining in the calendar year.

(b) The Board shall establish the assessment due dates under which assessments shall be paid on a monthly, quarterly, or annual basis.

(c) The Board shall prepare a roster of Owners in the Property and the assessments applicable thereto at the same time that it shall fix the amount of the assessment. This roster shall be kept by the Secretary of the Association, who shall record payments of assessments and shall allow inspection of the roster by any Owner at reasonable times.

(d) The Board shall, upon demand, and for a reasonable charge not to exceed \$25.00, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

4.9. Effect of Non-Payment of Assessment; Remedies of the Association.

4.9.1. Interest, Late, and Other Fees. Any assessment or installment thereof not paid within 30 days after the due date therefore shall be delinquent and shall bear interest from the due date at the rate of 18% per annum (or such lesser rate as the Directors shall set by resolution) until paid. In addition, the Board may assess a late fee for each delinquent installment that shall not exceed 20% of the delinquent installment. There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and reasonable attorney fees incurred in enforcing and collecting said delinquent assessment.

4.9.2. Remedies. To enforce this Article, the Board may, in the name of the Association:

(a) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving Association's lien for the assessment;

(b) after giving notice by certified mail as required by section 57-8a-303 of the Community Association Act, Utah Code § 57-8a-303, foreclose the lien against the Lot in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, to the same extent as though the Association lien was a trust deed;

(c) restrict, limit, or totally terminate any or all services performed by the Association on behalf of the delinquent Owner;

(d) if the Owner is leasing or renting the Owner's Lot, the Board may, in accordance with section 57-8a-310 of the Community Association Act, Utah Code § 57-8a-310, demand that the Owner's tenant pay to the Association all future lease payments due from the Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid;

(e) exercise any other rights authorized by the Community Association Act for non-payment of assessments and other charges;

(f) suspend the voting rights of the Owner for any period during which any assessment or portion thereof against the Owner's Lot remains unpaid;

(g) accelerate all assessment installments that will become due within the subsequent twelve (12) months so that all such assessments for that period become due and payable at once. This acceleration provision may only be invoked against an Owner who has been delinquent in paying any assessment or installment two (2) or more times within a twelve (12) month period;

(h) record a lien against the Owner's Lot on any installment payment more than 60 days past due with cost of such being added to the owners account.

4.10 Power of Sale. A power of sale is hereby conferred upon the Association that it may exercise. Under the power of sale the Lot of an Owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. Before exercising the power of sale, the Association shall give notice as required by Utah Code § 57-8a-303. The Association may designate any person or entity qualified by law to serve as Trustee for purposes of power of sale foreclosure. The Declarant hereby conveys and warrants pursuant to Utah Code § 57-1-20 and § 57-8a-302 to First Title of Utah with power of sale, the Property including the Lots and all improvements to the Lots for the purpose of securing payment of assessments under the terms of this Declaration. The Board may change the trustee at any time by recording a substitution of trustee with the Washington County recorder.

4.11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender. Sale or transfer of any Lot shall not affect the assessment lien.

4.12. Termination of Lien. The sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Lot or Owner from personal liability for assessments coming due after the Owner takes title or from the lien of such later assessments.

#### ARTICLE 5 USE RESTRICTIONS AND REQUIREMENTS

The Property is restricted to selected industrial, manufacturing, warehousing and marketing enterprises that are compatible with the development. The Property is also restricted to aesthetically attractive and harmonious structures and improvements including landscaping as approved by the Board. Lot Owners are referred to Title 9, Chapter 11, Section 3 of the Washington City Code for industrial design regulations and restrictions. No part of the Property shall be used for any purpose or business that is prohibited by the zoning applicable to the Property at any given time.



**ARTICLE 6  
INSURANCE**

6.1. **Insurance on Insurable Common Area.** The Board shall obtain a comprehensive policy of public liability insurance covering all of the Common Property for personal or bodily injury and property damage that results from the operation, maintenance or use of the Common Property. Liability insurance policies obtained by the Association shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The Board shall keep the Common Property insured against liability such other hazards and casualties as the Association may deem desirable, with the Association being the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are a Common Expense which shall be included in the regular annual assessments made by the Association. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and opportunity to be heard, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner and the Owner's Lot.

6.2. **Replacement or Repair of Property.** In the event there are improvements on any Common Property which are damaged or destroyed, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such Owner.

6.3. **Disbursement of Proceeds.** If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Property shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account.

6.5. **Fidelity Insurance.** The Board may elect to obtain fidelity coverage against dishonest acts on the part of managers, Directors, officers, employees, volunteers, management agents or others responsible for handling funds held and collected for the benefit of the Owners. In procuring fidelity insurance the Directors shall seek a policy which shall (1) name the Association as obligee or beneficiary, (2) be written in an amount not less than the sum of (i) three months' operating expenses and (ii) the maximum reserves of the Association which may be on deposit at any time, and (3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee."

6.6. **Annual Review of Policies.** The Board shall review all insurance policies at least annually in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the property which may be damaged or destroyed. The Board may, to the extent it deems necessary to more fully protect and insure the Association and its property, or to

otherwise comply with evolving laws and insurance standards, modify the coverage standards set forth in this Article without the necessity of amending this Declaration.

6.7. Insurance by Owner. Each Owner shall carry such insurance as it deems appropriate with respect to the Owner's Lot, personal property, and any easement areas.

## ARTICLE 7 ENFORCEMENT

7.1. Violations Deemed a Nuisance. Every violation of this Declaration or any rule or regulation established pursuant to the authority of this Declaration is deemed a nuisance and is subject to all the remedies provided for the abatement or correction of the violation provided for in this Declaration or by law or equity.

7.2. Legal Action Authorized. The Association, through the Board, the Declarant, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all provisions of this Declaration or any rule or regulation established pursuant to the authority of this Declaration, including all charges and liens now or hereafter imposed pursuant to the authority of this Declaration, against any person, persons, or entities violating or attempting to violate any provision of this Declaration or any rule or regulation established pursuant to the authority of this Declaration, to restrain or abate or otherwise recover damages for the violation, and against the land to enforce any charge or lien created by this Declaration. In addition to taking legal action, the Declarant and the Board shall have the right to grant variances and stay enforcement proceedings against any Lot Owner, on a case-by-case basis, when they determine such action is in the best interests of the Association.

7.3. Fines and Penalties. The Board may levy a fine or penalty against any Lot Owner who fails to refrain from violating this Declaration or any rule or regulation established pursuant to the authority of this Declaration. Such fine or penalty shall be in an amount that is specifically provided for in a fine schedule adopted, and amended from time to time, by the Board. The Board may establish time frames and requirements for written notice, hearings, and cure periods for Owners in violation prior to levying such fine or penalty, which notice shall be at least 48 hours. Any fine or penalty levied by the Directors that is not paid within 15 days (such time period shall be stayed should the Governing Documents require any period to cure or for notice and hearing) shall be recoverable by the Association in the same manner as an assessment under Article 4, and shall create a lien in favor of the Association against the Owner's Unit in the same manner as an assessment.

7.4. Attorney Fees and Costs. The prevailing party in any action to enforce this Declaration or any rule or regulation established pursuant to the authority of this Declaration shall be entitled to an award of reasonable attorney fees and costs incurred in such action.

7.5. Nonexclusive Remedies. All the remedies set forth in this Declaration are cumulative and not exclusive to any others provided in the Governing Documents or by law.

ARTICLE 8  
GENERAL PROVISIONS

8.1. Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

8.2. Additional Property. Additional property may be subjected to these covenants, conditions and restrictions by the Declarant. Declarant shall indicate its intent to have such property bound by these covenants, conditions and restrictions on the plat of such property, or by recording an additional set of covenants, and thereafter such additional property shall be considered as part of the Property in all respects. This right of the Declarant shall be assignable to one or more assignees.

8.3. Duration of Restrictions. The covenants and restrictions contained herein shall run with and bind the land for a period of 20 years from the date this document is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years each, subject to amendment as herein set forth.

8.4. Construction and Amendment. The provisions of these covenants, conditions, and restrictions shall be liberally construed to effect all of their intended purposes. During the Developer Control Period, this Declaration may be modified, amended or repealed in whole or in part at any time and from time to time by the Declarant or its successor or assigns by recorded instrument. After the Developer Control Period ends this Declaration may be modified or amended, as to the whole of said Property or any portion thereof, with the written consent of Owners having 65% of the votes in the Association, *provided* however that so long as Declarant owns a Lot, no such modification shall be effective without Declarant's written consent.

8.5. Interpretive Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles, and/or the Bylaws, the provisions of this Declaration shall control. In all cases of conflict between any Association or committee Rule and/or Regulation and this Declaration, the Articles, or Bylaws, this Declaration, the Articles, and Bylaws shall control.

8.6. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last known address of the person who is entitled to receive it.

8.7. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

8.8. Waivers. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

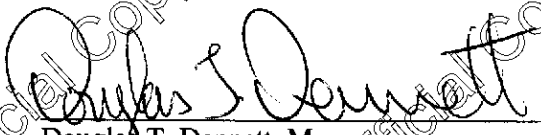
8.9. Topical Headings. The topical headings contained in any article, section, or subsection of this Declaration are for convenience only and do not define, limit, or construe the contents of this Declaration or any provision hereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed on

June 27<sup>th</sup>, 2016.

**DECLARANT:**

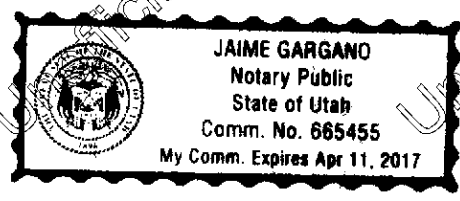
D&G PROPERTY HOLDINGS, LLC  
A Utah limited liability company

  
Douglas T. Dennett, Manager

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me on June 27, 2016,  
by Douglas T. Dennett, as the Manager of D&G Property Holdings, LLC

  
NOTARY PUBLIC



**MORTGAGEE CONSENT**

The undersigned hereby consents to the recording of the Subdivision Plat for White Sage Industrial Park, the Owner's Dedication contained in the Plat, and to the recording of the foregoing Declaration of Covenants, Conditions and Restrictions for White Sage Industrial Park. The undersigned mortgagee consents to and joins in all dedications contained in the Plat and the Declaration.

Dated June 27, 2016

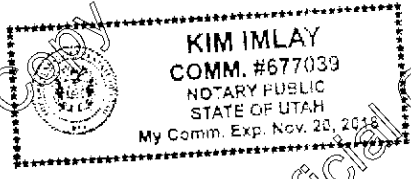
**CACHE VALLEY BANK**

By: *David Mathis*

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me on June 27<sup>th</sup>, 2016,  
by David Mathis, as the Commercial Loan Officer of Cache Valley Bank.

*Kim Imlay*  
NOTARY PUBLIC



**EXHIBIT A**

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 24 TOWNSHIP 42 SOUTH, RANGE 15 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N00°53'00"E, ALONG THE NORTH-SOUTH CENTER SECTION LINE, 187.14 FEET TO THE POINT OF BEGINNING. SAID POINT BEING LOCATED ON THE NORTH LINE OF WASHINGTON DAM ROAD; THENCE DEPARTING SAID ROAD AND CONTINUING N00°53'00"E, ALONG SAID SECTION LINE, 1,148.18 FEET TO THE CENTER-SOUTH 1/16TH CORNER; THENCE S89°50'24"E, ALONG THE 1/16TH LINE, 1,153.90 FEET TO THE NORTHWEST CORNER OF SANDHILL DRIVE; THENCE DEPARTING SAID 1/16TH LINE AND RUNNING ALONG THE WEST LINE OF SAID SANDHILL DRIVE THE FOLLOWING TWO (2) COURSES: S01°14'14"W, 355.48 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET, AND A CENTRAL ANGLE OF 18°05'48"; THENCE SOUTHERLY ALONG SAID CURVE, 165.82 FEET; THENCE DEPARTING SAID LINE AND RUNNING S67°37'05"W, 351.59 FEET; THENCE S72°38'29"W, 648.57 FEET; THENCE S13°00'01"E, 153.92 FEET TO A POINT LOCATED ON THE NORTH LINE OF SAID WASHINGTON DAM ROAD. SAID POINT ALSO BEING ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,040.00 FEET, AND A CENTRAL ANGLE OF 05°37'21"; (RADIUS POINT BEARS S23°29'31"E); THENCE SOUTHWESTERLY ALONG SAID ROAD AND ALONG SAID CURVE, 102.06 FEET; THENCE CONTINUING ALONG SAID ROAD S60°53'09"W, 212.21 FEET TO THE POINT OF BEGINNING. CONTAINING 20.68 ACRES.

**EXHIBIT B**

[Bylaws of White Sage Industrial Park Owners Association]