

RETURN TO:
WEST VALLEY CITY RECORDER
3600 CONSTITUTION BLVD.
WEST VALLEY CITY, UTAH 84119

DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WEST RIDGE COMMERCE PARK SUBDIVISION PHASE I

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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
REC BY: B GRAY DEPUTY - WI

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**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WEST RIDGE COMMERCE PARK SUBDIVISION
PHASE 1**

THIS MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEST RIDGE COMMERCE PARK SUBDIVISION PHASE 1, hereinafter referred to as the "Declaration" is made and adopted this 24th day of May, 1994, by West Valley City, a municipal corporation of the State of Utah, hereinafter referred to as the "Declarant."

Declarant is the owner in fee of real property in Salt Lake County, State of Utah, more particularly described in exhibit "A," attached hereto and by this reference made a part hereof, hereinafter referred to as the "Entire Property" and which described property adjoins the West Ridge Golf Course and will be, and is in process of being developed as sites for business and commerce including Common Areas, Common Facilities, and Parcel Improvements (as herein defined). This declaration is set forth to assure that the land set apart for, and designated as West Ridge Commerce Park Subdivision Phase 1, herein referred to as "West Ridge Phase 1", "West Ridge 1" or the Subdivision, will be developed in a manner consistent with quality aesthetic and architectural standards, with the declared intention of creating a pleasant and attractive physical environment that will benefit occupants of the entire West Ridge Development Project, herein referred to as the "Park". Declarant desires to provide for

preservation of the values and amenities in said development and to make provision and establish certain requirements for the maintenance of the Common Areas, Common Facilities, and Parcel Improvements. To this end, and for the benefit for the entire property and the owners thereof, the Declarant desires to subject the Entire Property to the easements, covenants, conditions, restrictions, charges and liens, hereinafter set forth. This Declaration, upon recordation in the office of the Salt Lake County Recorder, shall be binding on all lessees, tenants and successors in interest of Declarant. Declarant desires to develop the entire property in individual parcels (hereinafter referred to as "Parcels") each of which shall be subject to this Declaration. Compliance with the covenants, conditions, restrictions and reservations, hereinafter set forth, may be enforced through appropriate action by Declarant, any successor in interest, the Association (as hereinafter defined) and by any entity having rights to possession of any portion of the property described in exhibit "A." These conditions, covenants, restrictions and reservations shall run with the land and be binding upon all successors in interest of Declarant and shall inure to the benefit of Declarant, the Association, and any occupants of the West Ridge Phase 1 and the Park. Specific authority to enforce this document is given to the West Ridge Commerce Park Subdivision Phase 1 Association which will be organized pursuant hereto.

In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against

whom judgement is entered shall pay the attorney's fees of the party or parties for whom judgement is entered in such amount as may be fixed by the court in such proceeding.

This Declaration has been developed so as to be compatible with the standards and conditions of applicable West Valley City Ordinances.

ARTICLE I

Definitions

The following terms used herein shall have the following meanings:

1. "Board" shall mean the governing board of the West Ridge Commerce Park Subdivision Phase 1 Association as defined in Article II, Sections 1 and 2 hereof.

2. "Building" shall mean and include, but not be limited to, the main portion of a structure built for permanent use and all projections or extensions thereof, including but not limited to garages, outside platforms and docks, storage tanks, canopies, enclosed malls and porches.

3. "Common Areas Manager" shall mean the West Ridge Commerce Park Subdivision Phase 1 Association as described in Article II hereof.

4. "Common Areas" shall mean any parcel of land designated as a common area by the Board and/or supplemental declaration relating to a portion of the Entire Property but shall not include streets, unless otherwise designated by the Board.

5. "Common Facilities" shall mean all of the following which

shall be located within utility and drainage easements and public rights-of-way at such time as such easements are created and such facilities are constructed:

- (a) storm drainage systems;
- (b) landscaping;
- (c) irrigation systems including pumps and hardware;
- (d) street signs;
- (e) street lights;
- (f) street furniture; and

(g) any other facilities specifically designated in any Supplemental Declaration relating to a portion of the Entire Property as being Common Facilities.

6. "Declarant" shall mean West Valley City, or its successors and assigns, if such successors and assigns are the Owner or Owners of any portion of the Entire Property and/or are designated by the owners to perform the obligations of Declarant hereunder.

7. "Developer" shall mean any person who builds upon any Parcel or portion of land within West Ridge Commerce Park Subdivision Phase 1.

8. "Golf course" shall mean the West Ridge Golf Course.

9. "Improvements" shall mean and include, but not be limited to, buildings, outbuildings, driveways, curbs, gutters, sidewalks, exterior lighting, fences, landscaping, lawns, loading areas, parking areas, railroad trackage, retaining walls, roads, screening walls, signs, utilities, walkways, berms and swales, all of which

are located on a Parcel or on the public street right-of-way adjoining the parcel. Improvements shall include lakes, ponds and streams, or any portions thereof located on or within a parcel or on the adjoining public street right-of-way.

10. "Land areas" shall mean the Entire Property referred to except dedicated rights-of-way and Common Areas and Common Facilities.

11. "Landscaping" shall mean a space of ground covered with lawn, ground cover, shrubbery, trees and alike which may be complemented with earth berms, masonry or similar materials, all harmoniously combined with themselves and with other improvements.

12. "Occupant" shall mean an entity whether it be an individual, corporation, joint venture, partnership or association which has purchased, leased, rented or otherwise legally acquired the right to occupy and use any building or Parcel, whether or not such right is exercised.

13. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Parcel or portion of a Parcel which is part of the Entire Property (or in the event of a sale-lease back transaction involving any Parcel, the lessee or lessees thereunder), but excluding those having such interest solely as security for the performance of an obligation in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

14. "Parcel" shall mean any portion of land shown upon any recorded record of survey map of the Entire Property, except

dedicated public rights-of-way and Common Areas and Common Facilities.

15. "Parcel Improvements" shall mean the term Improvements as defined in this declaration, except buildings, outbuildings, loading areas, and railroad trackage placed or constructed by an Owner.

16. "Park" shall mean property initially owned by West Valley City lying contiguous to the West Ridge Golf Course that has been designated to be developed for various commercial enterprises. Park shall generally be used to mean all of West Ridge Commerce Park, a portions of which is the West Ridge Commerce Park Subdivision Phase 1.

17. "Set Back" shall mean the distance from the property line of the Parcel to the improvement that is subject to the Set Back requirement provided in the West Valley City Zoning Ordinance, any Supplemental Declaration or in the Development Guidelines for West Ridge Commerce Park Subdivision Phase 1.

18. "Subdivision" shall mean the West Ridge Commerce Park Subdivision Phase 1 which is a portion of the greater West Ridge Commerce Park.

ARTICLE II

Architectural and Development Controls

There is hereby established for the purpose of enforcement of this Declaration, the West Ridge Commerce Park Subdivision Phase 1 Association, hereinafter referred to as the "Association." The Owners of all Parcels shall be members of the Association and shall

have and enjoy the following authority and responsibilities:

1. Authority. The Association is established for the purpose of enforcing this Declaration and to assure continuity in the development of the Subdivision, to oversee all architectural design standards, and to provide for site development and environmental control within the Subdivision according to established standards.

2. Responsibilities. In addition to other duties described elsewhere in this Declaration, the Association is charged with the responsibility to promptly review any proposed project or development within the Subdivision and to not unreasonably withhold approval if the same conforms to this Declaration. The affairs and business of the Association shall be governed by its Board of Trustees (the "Board"), which Board shall consist of five persons. Three of these seats shall be occupied by West Valley City staff or elected officials appointed by the West Valley City Manager. The remaining two seats shall be appointed by the West Valley City Council until such time that fifty percent (50%) of the Subdivision is sold to Owners, at which time those two seats will be elected representatives of the Owners. At such time that the Subdivision is ninety percent (90%) sold to Owners, all five persons serving on the Board shall be elected representatives of the Owners. These elected representatives may in turn appoint alternatives in their absence. All elected Board members shall serve for a term of one year provided, however, that Board members may be reappointed for successive terms.

3. Ownership Voting. Each Owner within the Park shall exercise voting power equal to one vote for each acre of land or a fractional vote for any fraction of land owned by such Owner. For purposes of determining the number of votes of an Owner, pursuant to the terms of this Declaration, the acreage of all Parcels owned by an Owner will be aggregated to determine total acreage and any fraction thereof. Each Owner may elect either to exercise the voting power referred to above or may in writing authorize one other occupant of the Subdivision to act as the Owner's agent for the purpose of elections.

4. Compensation and Assessments. Members of the Board shall serve without compensation, but may be reimbursed for actual expenses incurred on behalf of the Association or the Board when reimbursement has prior approval of the Board. The Board may assess Owners on a prorated basis sufficient fees annually to cover the reasonable and necessary expenses of the Association and the Board, including all costs and expenses of legal actions necessary to enforce this Declaration, including the collection of delinquent assessments. Any assessment made under this section not paid when due shall constitute a lien when notice of delinquency thereof is filed with the County Recorder against the described property of the delinquent Owner. Assessments shall exclude costs incurred by declarant to improve or sell Parcels within the Park.

5. Submission Process.

(a) Any improvement of any property within the Subdivision shall be submitted to the Board for approval prior to

application for any building permit. Likewise, any landscaping of a Parcel and any alteration of an existing facility shall be submitted. All such submissions, both preliminary and final, shall be made in accordance with the Development Guidelines for West Ridge Commerce Park Subdivision Phase 1 ("Phase 1 Development Guidelines" or "Development Guidelines") as may be adopted and revised by the Board from time to time.

(b) Within a reasonable time following submission, the Board shall review the submission and may require additional maps, data or information applicable.

(c) Any failure to submit to the Board anticipated development plans shall constitute a prima facie violation of this Declaration and shall be the proper subject for injunctive relief or other appropriate court action, including the assessment of costs and attorneys' fees.

6. Approval Process.

(a) The Developer or Owner shall submit preliminary plans and specifications for a proposed project (which may include modifications to existing Improvements), together with appropriate plats, maps, dimension drawings and other data sufficient to adequately disclose the scope of the proposed development. The required information shall be submitted to the Board through the West Valley City Office of Community and Economic Development. Such designs, plats, drawings and specifications shall comply with the Development Guidelines. (The Developer or Owner should note that submission of plans to the Board is not in lieu of, nor does

it abrogate the necessity of seeking approval through other governmental authorities such as the West Valley City Planning Commission.)

(b) The submitted materials shall be reviewed by the Board within fifteen (15) working days and shall either be approved or disapproved; provided however, that if additional information is requested by the Board, the date for action by the Board will be extended accordingly.

(c) Upon approval of the preliminary plans and specifications, the Developer or Owner shall proceed to prepare final construction plans and specifications in accordance with the Development Guidelines and conditions set forth by the Board. Final plans and specifications shall be presented to the Board for determination of compliance with preliminary plan approval in advance, or at the time such plans are presented to the City for issuance of a building permit. The Board shall make their review of the final plans in a timely manner and shall inform the Building Official of their determination, provided however, that no Developer or Owner shall initiate or proceed with construction of Improvements without either a separate letter, or signature on the final plan indicating the Board has made a determination that the plans are in compliance with their approval.

(d) The Board shall have the right and authority to monitor construction of the project to see that compliance with this Declaration is achieved and shall notify Developer or Owner in writing of any failure to comply in a timely manner.

(e) Actions by the Board shall be constituted by approval, denial or continuance of the application. No Developer or Owner may proceed to a subsequent phase or stage of the development plan unless approval has been granted for the previous stage.

(f) Notwithstanding any provisions of this Declaration or any Supplemental Declaration to the contrary, the Developer or Owner, in addition to any other requirement otherwise imposed, must comply with any and all applicable City, County, or State rules, ordinances, regulations and codes to satisfy the approved provisions hereof.

7. Basis for Approval.

(a) Approval by the Board shall be subject to compliance with the Phase 1 Development Guidelines and any applicable building codes or other regulations.

(b) The Board may take into account aesthetic considerations and the compatibility of the proposed development with the Subdivision as developed and/or as anticipated to be developed as set forth in this Declaration and in the Development Guidelines and may impose necessary conditions to approval based upon the same.

(c) The Board may consider any possible impact of the proposed development on adjacent property and may impose necessary conditions to approval based upon the same.

8. Development Guidelines.

(a) The Board shall adopt such Development Guidelines

for the Subdivision as it deems necessary to inform Owners of the standards which will be applied in approving or disapproving proposed construction.

(b) Such Development Guidelines may amplify, but may not be less restrictive than the regulations and restrictions stated in this Declaration and shall be binding upon all Owners of Parcels within the Entire Property; provided, however, that such Owners may modify such Development Guidelines as set forth in Article II, Section 25 hereof.

(c) Such Development Guidelines may amplify, modify or further delineate the rules and regulations of the Board with respect to design and submission of plans and specifications for approval. The Development Guidelines may state such other rules, regulations, policies and recommendations which the Board shall consider in approving or disapproving proposed construction of or alterations to buildings or Parcels.

(d) The West Ridge Golf Course shall not be subject to the Development Guidelines.

9. Liability of the Board. Neither the Board or any member, agent or employee thereof shall be liable to any Owner, Developer or tenant, or to anyone submitting plans for approval, or to any other party by reason of mistake in judgement, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any development plans, or for any other action in connection with the Board's duties hereunder. Likewise, anyone submitting plans to the Board for approval by

submitting such plans and any person when he becomes an Owner, Developer or occupant agrees not to bring any action or suit to cover any damages against the Board, any member, employee or agent of the Board.

10. Declarant's Obligation. Declarant hereby covenants in favor of each Owner that all Improvements erected by it and all Improvements of the Common Areas and Common Facilities made by it shall be architecturally compatible with respect to one another, with this declaration and with the Development Guidelines.

11. Design Review. Informal conference with the Board prior to the design submission is strongly recommended. The following material will be required in connection with any submittal to the Board:

(a) Site plan drawn to scale showing roads, parking, driveways, loading and maneuvering areas, external lighting, utilities and utility easements, proposed grading (including a plan showing existing grades), and irrigation and planting plans.

(b) Floor plan, cross sections and elevations of all buildings and structural improvements, including external screening.

(c) Samples of materials proposed for all external surfaces, including colors and texture.

(d) An accurate artist's rendering, perspective or scale model of the building and/or Improvements. Such rendering should show landscaping and screening, signs, etc.

(e) Appropriate specification.

12. Prohibited Uses.

(a) Entire Property. No portion of the Entire Property may be occupied by any use which is in violation of applicable ordinances, laws and regulations of any governmental entity having jurisdiction over the use of that portion of the Entire Property.

(b) Prohibited Nuisance Factors and Hazards. No operation may be conducted which emits offensive or objectional noise, vibration, smoke, odor, dust or gasses in excess of any performance standards adopted by West Valley City for general application in West Valley City.

(c) Additional Prohibitions. Individual Parcels will be subject to such additional prohibited uses as may be set forth in Supplemental Declaration(s) recorded with respect to such Parcels.

(d) Exceptions from Prohibitions. Nothing in this Section of Prohibited uses, this Declaration, Supplemental Declarations, or the Development Guidelines shall be construed as prohibiting the use of Lot 1 of the Subdivision for a food processing facility, or Lot 2 for a power plant, electrical generation site, or co-generation facility. Provided, however, that such facilities shall comply with the provisions of this Declaration, any Supplemental Declaration, the Development Guidelines and all other local codes and ordinances.

13. Construction of Improvements.

(a) Temporary Structures. No temporary building or other temporary structure shall be permitted on any Parcel; provided, however, that trailers, temporary buildings, and the like

shall be permitted for construction purposes, upon approval by the Board, during the construction period for a permanent building. Such structures shall be placed as inconspicuously as practicable, shall cause no inconvenience to Owners, Developers or Occupants of other parcels, and shall be removed not later than thirty (30) days after the date of substantial completion of the building in connection with which a temporary structure was used.

(b) Completion of Construction. Once begun, any improvements, construction, landscaping or alternations approved by the Board shall be diligently pursued to completion.

14. Surface Drainage. All surface drainage impoundment areas shall be approved by the Board prior to installation thereof.

15. Landscaping, Parcel Improvements. All landscaping, site work or Parcel improvements shall be approved by the Board and shall conform to the Development Guidelines.

16. Common Areas and Common Facilities. The Board may create, own and manage Common Areas and Common Facilities as provided in any Supplemental Declaration for Common Areas and Common Facilities that may be adopted by the Board from time to time. Such Supplemental Declaration shall become an attachment to this Declaration and enforced and regulated as provided herein.

17. Loading Service and Outside Storage:

(a) Each Parcel development shall provide sufficient on-site loading facilities to accommodate the requirements of the business. All loading movements, including turn around and maneuvering, shall be made off the public rights-of-way.

(b) Loading docks shall be located and screened so as to minimize visibility from any street, adjoining property, or the golf course.

(c) Open storage shall comply with the Development Guidelines and must be screened to minimize the view from any street, adjoining property or the golf course; provided however, that screen fences or walls over three feet high shall not be located within any building setback area.

(d) Screening of loading, service and outside storage areas may consist of a combination of earth mounding, landscaping walls and/or fences approved by the Board.

18. Utility Connections. All utility lines, connections and installations must be underground and rise within or adjacent to the building being service. Any external transformers, meters and similar apparatus must be near or below ground level and be provided with appropriate screening.

19. Buildings.

(a) All buildings and Improvements must be designed by the appropriate licensed professional and conform to all applicable codes.

(b) Suitable enclosures or architectural treatment is required to screen from view or blend to the building design all exposed projections outside of the Building including mechanical and electrical equipment, cooling towers, transformers, ducts, vents, towers, etc. Drawings submitted for review must show the external projections and screens in place and their relationship to

the building, design and materials.

20. Location of Buildings, Set Back Requirements. All Buildings constructed on any Parcel within the Subdivision shall conform to the set back requirements specified in the West Valley City Zoning Ordinance, the Development Guidelines and/or any Supplemental Declaration in effect at the time such construction is commenced.

21. Illumination of Buildings and Grounds. Lighting shall be uniform or compatible within the Subdivision. All such lighting shall conform to the Development Guidelines and the restrictions contained therein.

22. Waste and Rubbish. Waste and rubbish must be treated and disposed of as required under West Valley City ordinance or as determined by the Board. Such facilities shall be screened to minimize visibility from public streets, adjoining properties and the golf course. All screening must be approved by the Board and be of a permanent non-wood material and must be well maintained.

23. Roads and Parking.

(a) All private roads, driveways and parking surfaces must be hard-surfaced with either asphalt or concrete paving and must be striped to designate parking areas, roadways, etc., and must be supplemented with bumpers, safety guards and directional markers as required to effectuate traffic circulation as approved by the Board on the site plan. Each Owner will be required to provide on-site parking for its specific business type in accordance with the West Valley City Zoning Ordinance, any

Supplemental Declaration, and/or in the Development Guidelines in effect at the time such use of the property is approved by the Board.

(b) Prompt snow removal in private parking areas and private roads is the responsibility of each Owner or occupant in possession.

24. Limitation of Restrictions on Declarant.

(a) Declarant's Work. Declarant is, or will be undertaking the work of developing the Subdivision, the Common Areas and Common Facilities and other incidental improvements upon the Parcels included within the Entire Property. The completion of that work and the sale, rental and other disposal of said Parcels is essential to the establishment and welfare of the Entire Property as a business center.

(b) Declarant's Exemptions. In order that said work may be completed and the Entire Property be developed, nothing herein shall:

(1) Prevent Declarant, its contractors, or subcontractors, from going on the Entire Property or any Parcel thereof, whatever is reasonably necessary or advisable in connection with the completion of said work, provided that any such work shall not unreasonably interfere with any activity of a developer of any Parcel; or

(2) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Entire Property, such structures as may be reasonably necessary for

the conduct of its business of completing said work and establishing the Entire Property as a commercial business center and disposing of Parcels by sale, lease or otherwise; or

(3) Prevent Declarant from maintaining such sign or signs on any part of the Entire Property as may be necessary for the sale, lease, or disposition thereof.

25. General Provisions.

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

(b) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

(c) Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive period of ten (10) years, to a maximum of 99 years unless terminated at the end of any such period by vote of the Owners as set forth in Section (d) of these general Provisions.

(d) Modifications, Consents, Terminations and

Amendments. Any (1) modification or amendments to the Development Guidelines or any Supplemental Declaration; (2) termination of this Declaration (as set forth in subsection (c) of this Section, General Provisions); or (3) amendments of this Declaration shall take place only by the affirmative vote of the Declarant for as long as Declarant owns any property within the Center, and thereafter by the affirmative vote of sixty-seven percent (67%) of all votes entitled to be voted. Each Owner shall have the number of votes described in Article II, Section 3 hereof. Any termination of or amendments to this Declaration must be recorded. Recordation of the Development Guidelines shall not be required, however, the Board shall make and keep a record of the Development Guidelines as they are adopted by the Owners and as they may be amended from time to time.

(e) Supplemental Declarations. Notwithstanding any other provision of this Declaration to the contrary, Declarant, and its successors, expressly reserves the right to record such Supplemental Declarations with respect to the Entire Property, or any portion thereof, or any addition thereto, as it deems in its discretion to be necessary or desirable. Such Supplemental Declarations may be more restrictive than this Declaration without otherwise invalidating the application of this Declaration to portions of the Entire Property not otherwise subject to such Supplemental Declarations. If such Supplemental Declaration includes additional property not previously part of the Entire Property, such additional property shall become part of the Entire

Property upon recordation of the Supplemental Declaration.

(f) No Severance of Right From Ownership of a Parcel.

The purchaser or Owner of any Parcel subject to the provisions of this Declaration, and the Association formed pursuant to the provisions thereof, shall not convey, transfer, sell, assign or otherwise dispose of membership privileges and obligations under this Declaration independent of transferring ownership of the Parcel, and no Owner shall convey, sell, or transfer ownership of a Parcel without at the same time conveying membership privileges and obligation in the Association to a new Owner.

(g) Miscellaneous. The Captions which precede the Articles, Sections, and subsections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. This Declaration shall be liberally construed to effect all of its purposes.

DATED at West Valley City, Utah, this 6th day of June, 1944.

DECLARANT:
WEST VALLEY CITY
By Garold P. Wright
Mayor

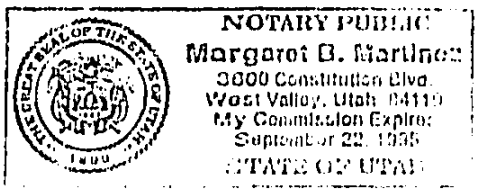


STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

On this 6 day of June, 1944, personally appeared before me Garold P. Wright, who being by me duly sworn did say that he is the Mayor of West Valley City Corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution duly adopted in accordance with law and said Mayor duly acknowledged to me that said corporation executed the same.

Margaret B. Martinson
NOTARY PUBLIC
Residing at: Salt Lake Co

My Commission Expires: 9-22-45



BK 6957 PG 0450

EXHIBIT A

BEGINNING AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE MERIDIAN; AND RUNNING THENCE ALONG THE NORTH LINE OF SAID SECTION 11 AND THE CENTERLINE OF 4700 SOUTH STREET NORTH 89°51'25" EAST 2015.02 THENCE SOUTH 0°00'49" WEST 600.00' THENCE NORTH 89°51'25" EAST 644.48' THENCE SOUTH 0°00'49" WEST 235.80' THENCE SOUTH 89°59'01" WEST 545.00' THENCE SOUTH 0°00'41" WEST 49.64' THENCE NORTH 89°59'19" WEST 379.00' THENCE ALONG A ARC 262.68' ALONG THE ARC OF A 407.50 FOOT RADIUS CURVE TO THE RIGHT, CHD. BEARS SOUTH 18°28'40" WEST 258.16'; THENCE SOUTH 53°03'20" EAST 517.38' THENCE ALONG A ARC 2196.96' ALONG THE ARC OF A 786.50 FOOT RADIUS CURVE TO THE RIGHT, CHD. BEARS NORTH 80°00'45" WEST 1549.21'; THENCE NORTH 0°00'41" EAST 337.00' THENCE SOUTH 89°59'01" WEST 543.00' TO A POINT ON THE WEST LINE OF SAID SECTION 11 AND THE CENTERLINE OF 6400 WEST STREET; THENCE ALONG SAID WEST LINE AND CENTERLINE NORTH 0°07'02" EAST 829.17' TO THE POINT OF BEGINNING.

CONTAINING 72.44 ACRES

COMMERCE.PAR\CCRS.WR
6/6/94

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