

25050

LAYTON INDUSTRIAL PARK *the Layton Industrial Park*

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration is made as of the 28<sup>th</sup> day of November, 1986 by Granada, Inc., for itself and as general partner of Layton M-1 Association, a Utah limited partnership.

ARTICLE I

RECITALS

1.01 Granada, Inc. ("Declarant") owns certain real property (the "Property") located in Layton City, Davis County, Utah, and more particularly described in Exhibit "A" attached, a portion of the Layton Industrial Park, being a subdivision, a plat of which has been previously recorded by the Davis County Recorder.

1.02 Declarant has formulated a general plan for ownership, improvement, use, and development of the Property, and desires to implement this plan for the general benefit of the Property.

1.03 Layton Industrial Park Owners Association ("Association") is a Utah nonprofit corporation enabled in this Declaration and in other documents to perform certain functions.

ARTICLE II

DEFINITIONS

For purposes of this Declaration and any related maps, plats, and other materials:

2.01 "Association" shall mean and refer to Layton Industrial Park Owners Association, a nonprofit corporation, incorporated under the laws of the State of Utah.

2.02 "Building" shall mean a roofed permanent structure together with all projections or extensions thereof, including but not limited to outside platforms and docks.

2.03 "Committee" or "ACC" shall mean the Architectural Control Committee.

2.04 "Declarant" shall mean Granada, Inc. and Layton M-1 Associates, and any annexing owner as to the property annexed.

BOOK 1128  
PAGE 317  
EN PL  
10763181  
RECORDED AT REQUEST OF *Granada, Inc.*  
1986 DEC -4 PM 4:09  
FOR CONTROL DEPARTMENT  
DAVIS COUNTY RECORDER  
\$25.00

RETURNED

DEC 4 1986

2.05 "Improvement" shall mean the affixing of any substantial thing to the Property and/or any physical alteration of the Property designed to be of long duration. "Improvement" specifically includes, but is not limited to paving, and the installation of lighting, any signs, sprinkling systems, landscaping (other than maintenance or annual planting or care), loading areas, parking areas, walls, roads, any screen or barrier, and walkways.

2.06 "Member" shall mean and refer to every person or entity who holds membership in the Association.

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

2.08 "Owner" means (1) any person or entity holding vested legal title to a freehold portion of the Property, either alone or in co-tenancy with others, provided that such title is not merely a future interest, or (2) any person who holds a specifically performable right to a freehold interest in portion of the Property and who is entitled to possession and enjoyment of that portion of the Property at the time at issue.

2.09 "Property" means the Layton Industrial Park, as shown and described on the attached plat.

### ARTICLE III

#### ANNEXATION

3.01 Conditions. Real property, in addition to the Property described in Section 1.01 above, shall be subject to this Declaration and shall be deemed Property for purposes of this Declaration, if all of the following conditions precedent are satisfied:

a. The property to be annexed has a common boundary with the Property described in Section 1.01.

b. The Association's Board of Trustees approves the annexation in writing.

c. A document is recorded by the Davis County Recorder which (1) manifests an intention on the part of the owner of the property to be annexed that said property and the owner and his successors shall be subject to this Declaration, and (2) contains the written approval of the Association as

required by subsection "b" of this section. In adopting this Declaration, the owner of the property to be annexed may limit or modify the specific terms of this Declaration with respect to the property to be annexed, provided that such limitation or modification does not defeat the general purpose of this Declaration. The opinion of the Association regarding whether such limitation or modification is valid shall be conclusive and shall not be subject to review.

3.02 Membership in Association. Except as otherwise specifically provided in a document executed, approved, and recorded as required in the previous section, the owner of annexed property shall become a Member of the Association on the same basis as other Owners of Property, automatically and without the vote or action of the Association. The secretary of the Association shall enter the annexed member upon the records of the Association and notify the other Members of the annexation and its effect on their voting rights in the Association. However, failure of the secretary to discharge its responsibility under this section shall not affect the validity of the annexation.

#### ARTICLE IV

#### THE ASSOCIATION

4.01 Membership. All Owners of Property are Members of the Association. Membership in the Association is automatically transferred to the new owner upon alienation of the Member's Property, and no right in the Association held by any Member may be transferred or exercised by any person other than the Member and Owner of Property without the written approval of the Association.

4.02 Voting. Members of the Association shall have votes in exact proportion to their ownership of the Property, at the rate of one vote for every 1000 square feet of Property owned, not including dedicated public streets. Fractional votes shall be rounded off to the nearest whole number. Votes shall not be apportioned among co-tenants of the same property, and co-tenants shall vote together as a single bloc; otherwise, their votes shall not be valid. Votes of owners of vested freehold interests other than fee simple shall be accorded the owner(s) entitled to possession at the time the vote is to be exercised. However, notwithstanding any other provision, no member other than Granada, Inc. may cast a valid vote, exercise a proxy, or otherwise control the Association in any matter, including the election of trustees or officers or the conduct of any business, until such time as Granada, Inc. has either (1) conveyed all of its right, title, and interest in the Layton Industrial Park to

persons other than entities owned or controlled by Granada, Inc., or (2) Granada, Inc. executes a written statement expressly permitting all members to vote, whichever occurs first.

4.03 Powers. The Association shall be empowered as provided in its Articles of Incorporation, which are incorporated herein by this reference and which are on file at the office of the Lieutenant Governor/Secretary of State of Utah.

4.04 Conduct of Business. The Association shall have a Board of Trustees and shall conduct its business as provided in bylaws adopted by the Board of Trustees in conformity with applicable law.

## ARTICLE V

### DEVELOPMENT REQUIREMENTS

5.01 Architectural Control Committee. The Board of Trustees of the Association may appoint an Architectural Control Committee ("ACC") or may itself function as the Architectural Control Committee. The composition of the ACC and the term of office of its members shall be determined at the discretion of the Board of Trustees. Except as otherwise specified herein, the ACC may establish rules and procedures to govern itself and the conduct of its business, subject to oversight of the Board of Trustees.

5.02 Authority. No Building or Improvement shall be constructed, installed, or placed on the Property without first obtaining the written approval of the ACC for the Building or Improvement. No Owner of the Property or any portion thereof shall permit any tenant, licensee, or Occupant of the Property to violate this section.

5.03 Procedure. Application for approval by the ACC shall be made in writing and shall include two complete sets of all plans, drawings, specifications, and other materials prepared for the proposed Building or Improvement. One such set shall be retained in the records of the ACC, and the other shall be returned with any comments of the ACC. The ACC shall act promptly on any proper application received, and may approve, reject, or postpone with comments the approval or rejection of any proposed Building or Improvement. The approval of a proposed Building or Improvement may be conditioned upon the making of specified changes in the Building, Improvement, and/or the timing and manner of construction, in accordance with the standards set forth in this Article. Any alteration of the plans for an approved Building or Improvement, except in conformity with a condition imposed by the ACC for such approval, vitiates the prior approval for the Building or Improvement by the ACC.

5.04 Fee. Persons filing applications pursuant to the immediately preceding section shall pay a fee before their application may be considered. The amount of the fee shall be equal to \$100 per acre, with fractions of an acre prorated accordingly. The minimum fee for any application shall be \$100.

5.05 Appeal. Any decision of the ACC may be appealed to the Board of Trustees by any Owner of the Property within one month of the date of the decision. To effect the appeal, written notice of the appeal shall be given to the ACC, the Board of Trustees, and to the Owner whose Property is at issue in the decision. The appeal shall thereupon proceed as the Board of Trustees may determine, and the Board of Trustees may affirm, reverse, or modify the decision of the ACC. The Board of Trustees, at its discretion, may act summarily on the basis of materials on file, without hearing from the appellant or other interested parties.

5.06 Standards. Unless otherwise specifically approved in writing by the ACC in its absolute discretion, every Building and Improvement on the Property shall be designed, constructed, installed, and/or placed so as to conform with the following standards:

a. Grading and Drainage.

1. Preservation of Natural Grade. The direction of the natural grade shall not be altered, unless (1) the ACC specifically approves the alteration, and (2) any affected adjacent or downstream Property Owner consents in writing to the alteration of the natural grade and waives and/or grants to the applicant any legal rights and remedies he may have then or thereafter for any resulting change in the flow of surface water.

2. Disposal of Surface Water. All improved areas of the Property shall be designed and constructed so as to prevent puddles and ponds from forming in the event of precipitation, and adequate provision shall be made for the safe and immediate disposal of all reasonably expected runoff and storm water from the Property.

b. Utilities. All utility lines outside of Buildings or Improvements shall be installed and kept underground. No pipe, conduit, cable, or other line for water, gas, sewage, drainage, steam, or any other service shall be installed or permitted on the Property above the surface of the ground, provided that this section shall not apply to garden hoses used for watering landscaping.

c. Land Coverage. No more than 45% of the portion of the Property owned by the applicant shall be either

(1) covered by a Building, or (2) enclosed on three or more sides by a structure more than three feet high except as provided in the standards relating to fencing.

d. Screening and Fences. The ACC may, in its discretion, require installation of a visual screen and/or a fence of approved material at locations specified by the ACC.

e. Building Setbacks.

1. From High Image Streets. All parts of a Building shall be set back at least 75 feet from the curb of a street designated on the accompanying plat as a high image street.

2. From Other Streets. All parts of a Building shall be set back at least 30 feet from the curb of any street not designated a high image street on the accompanying plat.

3. From Property Lines. All parts of a Building shall be set back at least 15 feet from the boundary of the applying Owner's Property, and this requirement may be waived or modified by the ACC only upon the written consent of the Owner(s) of the Property on the other side of said boundary.

f. Parking.

1. Setbacks. Parking areas shall be set back as follows:

(a) At least 50 feet from a street designated as a high image street in the accompanying plat.

(b) At least 25 feet from a street not designated as a high image street on the accompanying plat.

(c) At least 5 feet from the boundary of the applying Owner's Property, unless the Owner of the Property on the other side of the boundary consents in writing or executes an easement or other document providing for shared use of parking facilities. The ACC, in its discretion, may require that landscaped areas be provided by the applicant if parking facilities are to be shared or the Property line setback required by this subsection is waived, so that the parking area will not be unduly bleak, expansive, monotonous, or aesthetically unpleasing in the opinion of the ACC.

(d) At least 15 feet from the side of a Building which faces a street.

2. Sufficient Parking Area. The land area set aside for parking shall be sufficient to allow the following

number of spaces per the square feet indicated and for the land uses indicated below:

For commercial and office use: one space for every 300 square feet of gross floor area.

For warehouse use: one space for every 1000 square feet of gross floor area.

For industrial use: one space for every 600 square feet of gross floor area.

3. Improvement. The surface of all parking areas must be paved with concrete, asphalt, or other hard surface paving material and must be marked and/or striped to show the outline of each parking space.

g. Loading, Outside Storage, and Refuse.

1. Not on Public Streets. Public streets shall not be used for loading, unloading, or placement of refuse disposal containers or facilities. The facilities shall be designed such that all loading movements, including turn-around and maneuvering, may be performed off public streets.

2. Screening. All areas used for loading, unloading, outside storage, or refuse collection or disposal and all loading docks shall be screened from view of a public street, in a manner and by materials approved by the ACC in its discretion. The screening herein required shall not be located within any required Building setback, and may consist of earth mounding, landscaping, opaque fencing, and other methods, as approved by the ACC in its discretion.

h. Landscaping.

1. Plans Required. Plans and/or drawings submitted to the ACC shall show all landscaping required by this subsection.

2. Installation Deadline. All landscaping shown in such plans shall be installed within 30 days following occupancy of any Building located on the Property on which such landscaping is also located, provided that the time limit set in this paragraph shall be tolled during the months of October, November, December, January, February and March.

3. Land to be Landscaped. All land not occupied by a building, structure, hard surfacing, driveway, or pedestrian walkway shall be landscaped as required in this subsection.

#### 4. Trees.

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(a) One deciduous shade tree or evergreen tree shall be planted for every 2800 square feet of lot area.

(b) Of such trees required to be planted, 20% shall have a trunk diameter greater than three inches and a height greater than eight feet, and 50% shall have a trunk diameter of from two to three inches and a height of from four to eight feet; and the remaining 30% shall have a trunk diameter of from one and one half inches to two inches and a height of approximately four feet. For purposes of this subsection "trunk diameter" means the average distance through the middle of the portion of the tree extending from the ground at normal planting depth to the lowest branch of the tree being measured. The trunk diameter requirements apply only to deciduous trees. For evergreen, only the height requirement is applicable.

5. Existing Trees. A live tree on the Property may not be removed, except upon prior approval of the ACC.

6. Other Landscaping. Aside from the trees required above, all other landscaping may be of usual landscaping materials such as turf, ground cover, shrubbery, etc., provided that the materials chosen are a reasonable deterrent to natural weed growth.

i. Outdoor Lighting. The amount of outdoor lighting and the manner of lighting outdoor areas shall be as determined by the ACC in its discretion. The ACC shall give preference to concealed source fixtures and lighting of building entries. Lighting signs is permitted, subject to discretionary approval by the ACC. However, exterior, wall-mounted floodlights are expressly prohibited. In considering outdoor lighting, the ACC shall take into account the need to avoid excessive or annoying glare on adjacent areas. This subsection shall not apply to public parks and recreational areas on the Property.

j. Style and Materials. There is no preferred architectural style for the Property; however, the ACC may reject any proposed development of the Property in consideration of the aesthetic attributes of the proposed development such as architectural style, material, and other aesthetic design considerations. The ACC may give particular attention to visibility from streets and other public places in considering aesthetic aspects.

k. Signs.



1. General Requirements. Every sign located on the Property shall satisfy the following requirements:

(a) The sign shall have no moving parts or flashing lights.

(b) No sign shall extend above the roof line of any Building or beyond the sides of the Building.

(c) Signs shall not be painted on a Building, except for lettering painted on the glass of a doorway or a street address number.

(d) Signs may be illuminated either internally or externally, provided that the light source is concealed from adjacent properties or streets.

(e) The design and the content of each sign shall, in the opinion of the ACC, not interfere with achieving an aesthetically pleasing environment at the Property.

(f) All signs shall be of durable and permanent construction and materials.

(g) The total face area of all signs other than temporary signs on a portion of the Property which is owned by a single owner or group owners of undivided interests shall not exceed the greater of either (1) 25 square feet or (2) one square foot multiplied by the number of lineal feet of frontage of that portion of the Property, or (3) one thousandth of the total square feet of that portion of the Property. The area of a wall sign with the individual letters applied directly shall be measured by the perimeter of the framing, if any, and/or the outside of the lettering and/or any pictorial symbol, and calculating the area enclosed by such line.

2. Signs Mounted on Building.

(a) Required. Every Building shall be identified with either a street address number, tenant name, building name, or all or any combination of these, which shall be visible on the outside of the Building.

(b) Maximum. No more than one sign shall be mounted on a Building, except for lettering at the entry of the Building designed to be read only in the immediate vicinity of the entry, and except for temporary signs.

(c) Flush Mounted. All signs attached to a Building shall be flush mounted. "Flush mounted" means that no part of any sign or lettering shall exceed a distance greater than six inches from the nearest vertical plane or surface of a Building.

### 3. Freestanding Signs.

(a) Maximum. Only one sign not mounted directly on a Building may be erected on a parcel, except for temporary signs. A "parcel" is defined as a portion of the Property which (1) fronts on a public street, and (2) is owned by a single owner or group of tenants in common or joint tenants of undivided interests.

(b) Mounting. All freestanding signs shall be mounted securely on footings set well below the frost line.

(c) Height Limit. A freestanding sign shall not extend more than four feet above the surface of the ground at any point below the sign.

### 4. Temporary Signs.

(a) Generally Prohibited. Except as expressly permitted in this subsection, temporary signs are not permitted.

(b) Sale or Lease. One (1) temporary sign advertising the sale or lease of a lot or Building shall be permitted in addition to the other signs listed in this section. Said sign shall not exceed a maximum areas of thirty-two (32) square feet or a height of 12 inches.

(c) Construction. One (1) temporary construction sign identifying the architects, engineers, contractors, and other related subjects, shall be permitted for each Building under construction upon the commencement of construction of the Building upon such lot. Any such sign shall be removed upon completion of construction, but in any event such sign shall not be on the property for more than one year. Said sign shall not exceed a maximum area of thirty-two (32) square feet or a height of 12 inches.

(d) Future Tenant Identification. One temporary future tenant identification sign listing the name of future tenants, responsible agent or realtor, and identification of the Owner shall be permitted per lot. Any such sign shall be removed 30 days after the tenant takes occupancy, but in any event, no such sign or combination of signs for the same tenant shall be on the property for more than one year. Said sign shall not exceed a maximum area of 32 square feet or a height of 12 inches.

(e) Freestanding. Freestanding temporary signs must satisfy the requirements for freestanding signs set forth in subparagraph 3(b) and 3(c) above.

5. Exemptions.

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(a) Association. This subsection shall not apply to signs installed by or at the direction of the Association for identification of the Property as the Layton Industrial Park.

(b) Traffic. This subsection shall not apply to signs the sole purpose of which is to direct traffic or give instructions as to special conditions, hazards, etc., and which do not identify an owner or occupant of the Property; however, the placement of such signs on the Property by a person other than a governmental entity shall be subject to the general approval of the ACC.

1. Zoning. The proposed Building or Improvement shall comply with all zoning and land use ordinances and requirements of Layton City.

m. Other Covenants. The proposed utilization of a proposed Building or Improvement and all other foreseeable aspects of the proposed Building or Improvement shall comply with all requirements of these Covenants.

5.06 As-Built Drawings. One set of drawings, plans, and specifications showing completely each Building and/or Improvement as actually constructed, installed, and/or placed on the Property shall be provided to the ACC within 90 days of completion of construction, installation, or placement.

5.07 Professional Services. In connection with an application made, the ACC may engage a licensed professional architect and/or engineer, and may require the applicant to pay a fee for up to eight hours of consultation by such professional. The ACC may postpone action on the application until the fee is paid by the applicant. Fees not paid by the applicant for services rendered at the request of the ACC and by prior written approval of the Board of Trustees of the Association shall be expenses of the Association.

5.08 No Temporary Improvements. No Building, Improvement, or structure of a temporary character including trailer, camper, boat or similar equipment shall be permitted to remain upon the Property without the prior written approval of the ACC, which may be withheld at the absolute and unrelievable discretion of the ACC.

ARTICLE VI

USE RESTRICTIONS

6.01 Permitted Purposes and Uses. The Property shall be used for no purpose or use other than the purposes or uses permitted or conditionally permitted by the zoning ordinances of Layton City.

6.02 Signs. No sign or billboard of any kind shall be displayed to the public view on the Property except in accordance with Section 5.05j.

6.03 Health Hazard or Annoying Condition. No condition shall be permitted to exist by an Owner or Occupant of the Property which violates any law or incurs any liability relating to hazardous waste or public health, safety, or welfare, or which creates a condition which unreasonably annoys adjacent Owners or Occupants or unreasonably and detrimentally affects their enjoyment of their Property, or which creates undue risk of a fire or explosion.

6.04 No Drilling or Mining. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the Property or within five hundred (500) feet below the surface of the Property.

6.05 Approval of Antenna and Electronic Devices. No television, radio or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the buildings constructed on the lots unless and until the same shall have been approved in writing by the ACC, which may withhold approval at its absolute and unrelievable discretion.

6.06 No Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property.

6.07 Removal of Rubbish, Trash, and Garbage. All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon.

## ARTICLE VII

### MAINTENANCE AND ASSESSMENTS

7.01 Required. Every Owner and/or Occupant shall maintain both the portion of the Property owned or occupied by him and any area(s) apportioned to him for maintenance on the accompanying plat. Said maintenance shall be performed in a manner and to the degree necessary to maintain the Property in a clean, orderly, aesthetically pleasing condition.

7.02 By Association. If (1) a portion of the Property is not maintained as required by the previous section, and (2) the Association has demanded proper maintenance in writing delivered to the Owner or a person eligible by law to receive service of process on behalf of the Owner, and (3) the portion of the Property owned by said Owner thereafter continues to be inadequately maintained for a period of ten days after receipt of demand as aforesaid, then the Association may, by resolution of its Board of Trustees, enter upon the Property owned by said Owner and maintain it as required by the preceding section, and the costs of such maintenance shall be charged to the Owner in the manner provided for assessments, shall thereupon be immediately due, and may be collected in the manner provided for assessments in the next Article.

## ARTICLE VIII

### ASSESSMENTS

8.01 Initial Assessments. In addition to maintenance charges incurred pursuant to Section 7.02 above, every person to whom the Declarant transfers legal title to a portion of the Property shall pay to the Association an initial assessment equal to one half cent per square foot of the portion thus transferred.

8.02 Periodic Assessments. The Board of Trustees may from time to time impose an assessment on all members at a uniform rate based on area, frontage, assessed valuation, or such other basis as the Board of Trustees finds equitable, provided that the amounts of said assessments do not total more than \$3,000 per year in gross revenue to the Association, unless all members of the Association have previously and unanimously consented to an assessment in excess of \$3,000 for a given year.

8.03 Purpose and Application of Assessments. All assessments are and shall be imposed for the purpose of enhancing, maintaining, repairing, improving, or better utilizing the Property, and may not be used for any purpose that is not reasonably found to touch and concern the Property. In particular, the revenue derived from assessments may be applied to retain architects, engineers, accountants, and attorneys for purposes related to the Property. In determining whether a proposed expenditure is adequately related to the Property, the position of the Association by its Board of Directors shall not be overturned unless it is found to be arbitrary and capricious.

8.04 Interest. Any assessment not paid when due shall bear interest at the rate of 18% per annum, before and after judgment or the filing of any notice, claim or complaint.

8.05 Collection.

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a. Generally. To collect a past due assessment and interest, the Association may (1) bring an action to collect the past due assessment and interest, (2) withhold any required approval or refuse to render any service for the benefit of Property for which there is a past due assessment, (3) may file and foreclose a lien as required hereinafter, and/or (4) may obtain any combination of the foregoing remedies and any other remedy available at law or in equity.

b. Lien. All past due assessments with interest shall be a charge upon the portion of the Property owned by the Member of the Association responsible for paying the assessment. Moreover, each such assessment shall also be the personal obligation of such Member and shall remain such Member's obligation after conveyance of all Property owned by the Member.

c. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein until thirty (30) days after the date on which a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, addressed to the Owner of the Property to which the lien applies, and a copy of said notice is recorded in the office of the Davis County Recorder. Said notice of claim must contain an accurate legal description of the Property to which the lien applies, and state the name of the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessments which may become due and owing after the date of the lien), plus reasonable attorney's fees and expenses of collection and the name and address of the claimant. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to record an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

d. Judicial Foreclosure. The lien herein provided for may be foreclosed in the manner provided for foreclosure of mortgages in Utah law.

e. Foreclosure by Power of Sale. In lieu of judicial foreclosure as provided in the preceding subsection, the Association may appoint a trustee and deem itself the beneficiary under a trust deed securing the amount due the Association, and the trustee may thereupon proceed to foreclose by power of sale in the manner provided by Utah law for deeds of trust.

f. Rights upon Foreclosure. In the event of either a judicial foreclosure or a foreclosure by power of sale, the Association shall have power to bid at the foreclosure sale and to hold, lease, mortgage and convey the liened Property after suit is initiated or notice of default is filed. The successful bidder at the foreclosure sale shall be entitled to possession during the redemption period, if any. If the Owner is allowed to remain in possession pending the foreclosure proceedings or during the redemption period, the Owner shall be required to pay a reasonable rental for the liened Property.

## ARTICLE IX

### GENERAL PROVISIONS

9.01 Run with the Land. These Covenants shall run with the Property and shall bind and inure to the benefit of the heirs, successors, and assigns of the Declarant and of every Owner.

9.02 Enforcement. The Association, Declarant, or any Owner or the successor in interest of any Owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed this Declaration or any amendment thereto, including the right to prevent violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other relief, including injunctive relief, for such violations; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the foreclosure thereof.

9.03 Termination. This Declaration and all provisions thereof shall be of no further force or effect after the date twenty years from the date as of which this Declaration is executed (the "Termination Date"), provided that the termination of this Agreement shall not affect a right accrued or a lien effective on the Termination Date, and provided further that this Declaration shall be extended automatically for an additional ten years beyond the Termination Date unless the Board of Trustees of the Association acts affirmatively by resolution providing that the automatic extension shall not occur. The Board of Trustees of the Association may also extend this Declaration for up to twenty additional years beyond the ten year period after the Termination Date.

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

9.05 Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development, maintenance, and use of an industrial park. The article, section and subsection headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

9.06 Amendment. Notwithstanding any other provision, no owner or group of owners other than Granada, Inc. may amend these covenants until such time as Granada, Inc. has either (1) conveyed all of its right, title and interest in Layton Industrial Park to persons or entities other than entities owned or controlled by Granada, Inc., or (2) Granada, Inc. executes a written statement expressly permitting all owners the right to amend. Until Granada, Inc. conveys said rights it shall have full control and will have sole rights to amend or change these covenants, at any time notwithstanding any other provision. After either of the above conditions have been met any or all of these covenants may be amended by recording an instrument signed by the owners of a majority of the acres.

9.07 Gender and Number. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

9.08 Attorney's Fees. In the event that an Owner breaches any of the foregoing covenants and the Association and/or another Owner consults or retains an attorney to render legal services in connection with such breach, then the Association and/or said Owner may recover from the breaching Owner the reasonable cost of such legal services rendered, regardless of whether litigation is instituted or concluded. It is hereby stipulated that the covenant of this section is for the benefit of the Property by facilitating the enforcement of this Declaration, and therefore, that this covenant touches and concerns the Property and shall run with the Property and bind all future Owners.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first hereinabove written.

GRANADA, INC.

BY: Wayne A. Jensen

ITS: Vice president



LAYTON M-1 ASSOCIATES, LTD.  
By Granada, Inc.,  
General Partner

BY: Wayne R. Jensen  
Vice President of Granada, Inc.

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

On the 28<sup>th</sup> day of November, 1986, personally appeared before me Wayne Jensen, who being by me duly sworn, did say that he is the vice president of Granada, Inc., a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said Wayne Jensen acknowledged to me that said corporation executed the same.

A circular notary seal for Susan R. Butters, Notary Public. The seal contains the text "SUSAN R. BUTTERS", "NOTARY PUBLIC", and "STATE OF UTAH". Below the seal, the text "My Commission Expires:" is followed by a handwritten date "5/25/88" written over a horizontal line.

Sue Butters  
Notary Public  
Residing at: Murray, Utah

10-046-0002

0003

0009

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0010

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## "EXHIBIT A"

Lots 1,2,3 and 4 of Layton Industrial Park according to the official plat thereof less the following described property.

Beginning at a point on the West boundary line of LAYTON INDUSTRIAL PARK (said point being the intersection of the West right-of-way line of Angel Street and the centerline of 700 North Street) which point is North  $0^{\circ}11'20''$  East 969.819 feet along the Section line North  $89^{\circ}48'40''$  West 33.00 feet from the East Quarter corner of Section 19, Township 4 North, Range 1 West, Salt Lake Base and Meridian, in the City of Layton, and running thence North  $89^{\circ}48'40''$  West 520.00 feet along said centerline of 700 North Street to the intersection with the centerline of McCormick Way; thence along said centerline of McCormick Way the following three courses: North  $0^{\circ}11'20''$  East 320.00 feet to a point on a 128.081 foot radius curve to the Left (radius point bears North  $89^{\circ}48'40''$  West), thence along the arc of said curve 95.34 feet; thence North  $42^{\circ}27'37''$  West 50.00 feet; thence departing from said centerline of McCormick Way North  $64^{\circ}12'12''$  East 505.31 feet to the Southwest right-of-way line of the Union Pacific Railroad; thence South  $49^{\circ}32'20''$  East 175.00 feet along said South right-of-way line to a point of the West right-of-way line of Angel Street; thence South  $0^{\circ}11'20''$  West 551.83 feet along said West right-of-way line to the point of beginning, EXCEPTING THEREFROM that portion thereof within the street along the South and Westerly lines thereof.

## LESS

Beginning at a point on the South right of way line of 1000 North, which is South  $89^{\circ}50'40''$  West 212.38 feet along the Section line and South  $0^{\circ}09'20''$  East 33.00 feet from the North Quarter corner of Section 19, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, and running thence North  $89^{\circ}50'40''$  East 345.00 feet along said right of way line to a point on a 158.67 foot radius curve to the left (radius point bears North  $89^{\circ}50'40''$  East), (said point also being the intersection of said South right of way line and the center line of 1650 West Street); thence Southeasterly along the arc of said curve 96.87 feet; thence South  $35^{\circ}08'15''$  East 227.54 feet; thence South  $89^{\circ}50'40''$  West 310.01 feet parallel to said Section line; thence North  $35^{\circ}08'15''$  West 338.57 feet parallel to 1650 West to the point of beginning.