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MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND STANDARDS AFFECTING
THE WESTLAND BUSINESS CENTER

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Approved by the

Kaysville City Council

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MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND STANDARDS AFFECTING
THE WESTLAND BUSINESS CENTER

This Master Declaration of Covenants, Conditions, Restrictions, and Standards ("Master Declaration") is made this 18th day of March, 1988, by KAYSVILLE CITY CORPORATION, a Utah municipal corporation ("City").

RECITALS:

1. Authority and Location. Acting pursuant to the Utah Industrial Facilities and Development Act, as amended, which is codified as Section 11-17-1 et seq. of the Utah Code, and in furtherance of other appropriate City purposes, the City has acquired and now owns certain property (the "Center") located north of 200 North and west of Interstate 15 in Kaysville, Utah. The Center is shown on the Land Development Map which is attached hereto as Exhibit A and is more particularly described in the Legal Description, which is attached as Exhibit B. Exhibits A and B are incorporated herein by this reference.

2. Major Divisions of the Center. The major divisions of the Center are shown on the Land Development Map (Exhibit A). The Center includes the Rulon and Emily Barnes Memorial Park ("Barnes Park"), which is more particularly described in Exhibit C, and approximately 110 acres located to the north and east of Barnes Park referred to herein as the Westland Business Center Development Parcels (the "Development Parcels"). The Center also includes several acres fronting on Phillips Street (the "Phillips Street Parcels"), which are more particularly described in Exhibit D. Exhibits C and D are incorporated herein by this reference. At some future time, if the owner or owners of the non-Center land involved consent, the scope of the Center may, but need not be, amended to include part or all of the land not currently included in the Center that is located between 200 North, Flint Street, Phillips Street, and the Union Pacific right-of-way west of Interstate 15 in Kaysville City, Utah (the "Admissible Land"). Owners of a majority of land in the Center may, but need not, approve inclusion of other land in addition to the Admissible Land in the Center. Any Admissible Land or other land annexed to the Center shall become part of the Center, and the term "Center" shall thereafter include and refer to such annexed land.

3. Proposed Development. The City desires that the Center should be developed as a planned light industrial park, to be known as the Westland Business Center (the "Center"). Within the Center, it is intended that Barnes Park, the Development Parcels, and such portions of the Admissible Land or any other property as may hereafter be

annexed to and included in the Center shall function as an integrated unit, mutually enhancing each other's value and attractiveness by providing an aesthetically pleasing environment for business, research, light industry, recreation, and other compatible uses. Barnes Park will continue to be used as a municipal recreational facility. The landscaping and general aesthetics of Barnes Park will be capitalized upon to enhance the attractiveness of the Development Parcels. The Development Parcels will be designed, developed, and maintained in a manner which will contribute to and harmonize with the aesthetic appeal of Barnes Park. Depending on the course of development, all or any portion of the Phillips Street Parcels may be devoted to residential use, subject to covenants that residential users will not object to and their uses will not be incompatible with contemplated Center uses. The City will continue to own and maintain Barnes Park as well as roadways in the Center, when all developable land within the Development Parcels, the Admissible Land and the Phillips Street Parcels have been sold or leased to (or possibly, in the case of the Admissible Land, retained by) private owners. The City will accordingly retain a right to monitor and enforce the covenants, conditions, restrictions, and standards imposed by this Master Declaration.

4. Covenants, Conditions, Restrictions, and Standards.

It is accordingly City's desire and intention to subject the Center to certain covenants, conditions, restrictions, and standards for the benefit of the Center, the City, and the purchasers of Parcels in the Center. It is intended that said covenants, conditions, restrictions, and standards bind, burden and benefit not only those purchasers and the City, but also their respective successors, heirs, and assigns and that all Parcels in the Center be held, used, leased, sold, and conveyed subject to the covenants, conditions, restrictions, and standards set forth in this Master Declaration. These covenants, conditions, restrictions and standards shall all be appurtenant to and run with the land.

5. Purpose of Covenants, Conditions, Restrictions, and Standards. The purpose of these covenants, conditions, restrictions, and standards is to ensure proper development and use of the Center, to enhance and protect the value, desirability, and attractiveness of all Parcels within the Center to their mutual benefit, to assure that the Center will be developed in a manner that will create a pleasant and attractive physical environment that will contribute to the business, research, light industrial, recreational, and other activities of the Center's occupants and other uses, and that will preserve confidence in the development of the Center and, therefore, the economic and environmental values of locating in the Center; to protect the investment of the owner of each parcel within the Center against such improper

development and use of surrounding parcels as will depreciate the value of each parcel; to encourage the erection of attractive improvements at appropriate locations; and to prevent haphazard and inharmonious improvements.

6. Legal Framework for Development. The aim of this Master Declaration is thus to establish a general legal framework within which more specific plans for development can evolve pursuant to the covenants, conditions, restrictions, and standards set forth herein. Said covenants, conditions, restrictions, and standards are intended to be common to all of the Parcels of land in the Center, including Public Improvements, and to enhance and protect the value, desirability, and attractiveness of all such Parcels of land to their mutual benefit.

DECLARATION

KAYSVILLE CITY CORPORATION HEREBY DECLARES that all the properties shown as part of the Westland Business Center on the Land Development Map (Exhibit A), and more particularly described in Exhibit B, and any Admissible Land or other property that may by Supplemental Declaration be added to and subjected to this Master Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, and standards which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Master Declaration and which shall be binding on all parties having any right, title, or interest in the described Center or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof. The covenants, conditions, restrictions, and standards contained in this Master Declaration and in the Exhibits attached hereto shall be enforceable equitable servitudes and shall run with the land.

ARTICLE I

Definitions and References

Unless the context otherwise specifies or requires, the definitions or references of terms used in this Master Declaration shall be as provided in this Article I. Where only the reference label of a term is given, the intent is merely to provide a convenient short label for the other terms, items, or matters to which the pertinent term shall herein be understood to refer.

1.1 Admissible Land shall mean land not subject to this Master Declaration that is located between 200 North, Flint Street, Phillips Street, and the Union Pacific right-of-way west of Interstate 15 in Kaysville City, Utah. As more particularly provided in Section 8.5 hereof, all or part of the Admissible Land may, upon a majority vote of the governing board of either the Declarant or the Association, be annexed to the Center and subjected to the provisions of this Master Declaration if the owner of the portion of Admissible Land involved consents.

1.2 Architect shall mean a person holding a certificate of registration to practice architecture in the State of Utah under the authority of Title 58, Chapter 3, of the Utah Code, as amended.

1.3 Architectural Review Committee shall mean the Westland Business Center Architectural Review Committee established pursuant to Article IV of this Master Declaration that is charged among other things with reviewing projects and monitoring compliance with this Master Declaration. The term "Architectural Review Committee" shall have the same meaning as and be interchangeable with the term "Committee".

1.4 Association shall mean that certain owners' association that is a nonprofit corporation that may be established by the Declarant or Owners at a future date, as provided in Article III hereof. The Members of this corporation shall be the Declarant and Owners of portions of the Center. The Association shall be deemed to be created on the date that its Articles of Incorporation are accepted for filing with the Division of Corporations and Commercial Code of the State of Utah, or as may otherwise be provided pursuant to the Utah Non-Profit Corporation and Cooperative Association Act, as amended.

1.5 Barnes Park shall mean that portion of the Center shown on the Land Development Map as the Rulon and Emily Barnes Memorial Park, and more particularly described in Exhibit C.

1.6 Board shall mean the Board of Trustees of the Association.

1.7 Building shall mean 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, but not including landscaping, utility lines and connected infrastructure.

1.8 Bylaws shall refer to the Bylaws of the Association, at such time as the Association is established, or as they may be amended from time to time.

1.9 Center shall mean the Westland Business Center and shall include all of the real property now or hereafter made subject to this Master Declaration and any Supplemental Declaration thereto.

1.10 City shall refer to Kaysville City Corporation.

1.11 Committee shall mean the Westland Business Center Architectural Review Committee, as established in Article IV of this Master Declaration. The term "Committee" shall have the same meaning as and be interchangeable with the term "Architectural Review Committee."

1.12 Common Area shall mean all property, if any, that is hereafter designated as a Common Area by a Supplemental Declaration recorded by the Association. No Common Area may be created prior to the creation of the Association. The term "Common Area" shall apply neither to Barnes Park, which is dealt with separately in this Master Declaration, nor to other Public Improvements within the Center that are owned by or dedicated to and accepted by the City, including without limitation streets and City shops. City shall be responsible for the operation, maintenance, and repair of such Public Improvements and Barnes Park.

1.13 Common Expenses shall mean and include the actual and estimated expenses that are incurred after the Association is created, with the approval of, or in the course of operating, the Association, including any reasonable reserve, all as may be found to be necessary and appropriate in accordance with this Master Declaration and any Supplemental Declarations or pursuant to decisions of the Board, acting under the Bylaws and the Articles of Incorporation of the Association. No Common Expenses may be established or imposed prior to the creation of the Association. Common Expenses need not relate to Common Areas or Common Facilities. Nothing herein shall preclude Owners or Occupants of property in the Center from entering into joint contractual agreements to arrange for provision of maintenance services or other matters benefitting two or more Owners or Occupants of property in the Center, either before or after creation of the Association.

1.14 Common Facilities shall mean all of the following facilities within the Center, if any, which are owned or controlled by the Association and which are not owned by the City and which have not been dedicated to and accepted by the Kaysville City Corporation:

- (a) all drainage easements and their drainage systems;
- (b) landscaping;
- (c) the irrigation system and associated pumps and hardware;
- (d) street signs;
- (e) street lights;
- (f) street furniture; and
- (g) any other facility specifically designated in any Supplemental Declaration recorded by the Association relating to a portion of the Center as being Common Facilities.

Prior to creation of the Association there shall be no Common Facilities. Since most items of the type described on the foregoing list will be owned or dedicated to the City, and will be maintained by the City, it is unlikely that there will be any Common Facilities as defined herein within the Center. However, the Association at a later time may desire to create Common Facilities, and references to Common Facilities are included in this Master Declaration to provide for this possibility.

1.15 Creek shall mean that portion of the North Fork of Holmes Creek that flows through the Center.

1.16 Declarant shall mean Kaysville City Corporation.

1.17 Developer shall mean a party that purchases all or any portion of the Development Parcels with the intention of development in accordance with the covenants, conditions, restrictions and standards of this Master Declaration, as it is or as it may hereafter be amended.

1.18 Development Parcels shall mean the Westland Business Center Development Parcels, which shall mean that portion of the Center described in Exhibit B, exclusive of Barnes Park and those portions of the Center that are owned by or dedicated to the City for use as public streets and that are accepted by the City.

1.19 Development Procedures shall mean those certain Development Procedures of the Westland Business Center more particularly described in Article IV hereof kept on file by the Kaysville City Recorder at Kaysville City Hall, 23 East Center, Kaysville, Utah 84037, as they presently exist and as they may hereafter be amended pursuant to this Master Declaration.

1.20 Development Standards shall mean those certain Development Standards of the Westland Business Center more particularly described in Article IV hereof kept on file by the Kaysville City Recorder at Kaysville City Hall, 23 East Center, Kaysville, Utah 84037, as they presently exist and

as they may hereafter be amended pursuant to this Master Declaration. 250

1.21 Eligible Holder shall mean a holder, insurer, or guarantor of a first mortgage on a Parcel within the Center who has requested notice of certain matters from the Declarant or the Association as hereinafter provided, or as may be provided in the Bylaws.

1.22 General Assessment shall mean the assessments, if any, levied to fund expenses applicable to all Owners as more particularly described in Section 7.5 of this Master Declaration. No General Assessment may be imposed prior to creation of the Association.

1.23 Land Development Map. The "Land Development Map" means and refers to the Westland Business Center Land Development Map attached as Exhibit A, as it may be amended from time to time.

1.24 Landscaping shall mean a space of ground covered with lawn, ground cover, shrubbery, trees and the like which may be complemented with earth berms, masonry or similar materials.

1.25 Lot refers to a fractional part of the Center as subdivided on subdivision or parcel maps recorded from time to time in the Davis County Recorder's Office in the State of Utah. The reference of the term "Parcel" includes, but is not limited to, that of "Lot."

1.26 Majority means those votes, Owners, or other groups as the context may indicate totaling more than fifty (50%) percent of the total number

1.27 Majority of Center Land shall mean more than fifty percent (50%) of the land in the Center, computed on a square footage basis, including Public Improvements and including any Admissible Land or other property that has been annexed to the Center.

1.28 Master Declaration shall mean this Master Declaration of Covenants, Conditions, Restrictions, and Standards Affecting the Center, and shall include any Supplemental Declarations to this Master Declaration that may be recorded from time to time.

1.29 Members shall mean persons or entities entitled to membership in the Association, as provided in Article III of this Master Declaration.

1.30 Mortgage shall refer to any mortgage, deed of trust, and any and all other similar instruments used for the purpose of conveying or encumbering real or personal

property as security for the payment or satisfaction of an obligation.

1.31 Mortgagee shall refer to a beneficiary under, or holder of, a deed of trust as well as a mortgagee under a mortgage, or a person or entity holding a security interest in real or personal property as security for the payment or satisfaction of an obligation.

1.32 Mortgagor shall include the trustor of a deed of trust, as well as a mortgagor under a mortgage, or any other who has given a security interest in real or personal property to secure payment or satisfaction of an obligation.

1.33 Occupant shall refer to and include, but not be limited to, a lessee or licensee of an Owner, or any other Person in possession of part or all of a Parcel in the Center.

1.34 Owner shall refer to and include any Owner of property in the Center, including the City.

1.35 Parcel refers to any lot or other Parcel of land shown upon any recorded plat or map of the Center, or any other portion of real property located within the Center, except streets or other dedicated public rights-of-way and Common Areas and Common Facilities.

1.36 Parcel Improvements means improvements placed or constructed on a Parcel.

1.37 Parcel Improvement Easement means the easement that allows the Declarant or the Association to complete or maintain Parcel Improvements, if either so desires, as more particularly described in Section 7.8 of this Master Declaration.

1.38 Person means a natural person, a corporation, an association, a partnership, trustee, or other legal entity.

1.39 Phillips Street Parcels shall mean the parcel or parcels of Land shown as the Phillips Street Parcels on the Land Development Map (Exhibit A) and described on Exhibit D.

1.40 Public Improvements are those improvements, including but not limited to City shops, City streets, waterlines, sewer facilities, drainage facilities, other utilities, and the like, which have been dedicated to or are owned by the City or any other public entity or private utility.

1.41 Record-Recorded-Recordation. The terms "record," "recorded," or "recordation" shall mean, with respect to any

document, the recordation of said document in the Davis County Recorder's Office in the State of Utah.

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1.42 Sign shall mean any structure, device, or contrivance, electric or nonelectric, upon or within which any poster, bill, bulletin, printing, lettering, printing, device, or other advertising or identification of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed for purposes of identification or advertising for on-site users or for off-site advertising, or for other similar purposes.

1.43 Special Assessment means the assessments, if any, levied in accordance with Section 7.6 or any other provision of this Master Declaration.

1.44 Street-Streets. The term "street" or "streets" shall mean any public or private street, highway, road, or thoroughfare within or adjacent to the Center and shown on any recorded subdivision or parcel map, or record of survey, whether designated thereon as street, boulevard, place, drive, road, court, terrace, way, lane, circle, or otherwise.

1.45 Supplemental Declaration means an instrument amending this Master Declaration, either to add Admissible Land or other property to the Center, or to modify, remove or impose additional covenants, conditions, restrictions and standards with respect to part or all of the Center, or to specify the nature and commencement of General or Special Assessments, or otherwise. All amendments of this Master Declaration, but not amendments of the Development Procedures or the Development Standards, shall be made by Supplemental Declaration, except as otherwise expressly provided herein. No Supplemental Declaration shall be effective until it is recorded in the official records of Davis County.

1.46 Westland Business Center shall be synonymous with the term "Center" and shall include all of the real property now or hereafter made subject to this Master Declaration.

ARTICLE II

Property Rights Subject to Declaration

2.1 General Declaration. Declarant hereby declares that all of that real property located in the Westland Business Center, as shown on the Land Development Map (Exhibit A) and more particularly described in Exhibit B is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved, or transferred in whole or in part, subject to this Master Declaration. All of the covenants, conditions,

restrictions, and standards set forth herein are declared and agreed to be in furtherance of a general plan for the improvement and sale of said real property and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property and every part thereof. All of said covenants, conditions, restrictions, and standards shall run with the land in the Center for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners and Occupants of property in the Center, and their successors in interest as set forth in this Master Declaration.

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2.2 Owners' Easement of Enjoyment. Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to his, her or its Parcel or Parcels and to the Common Areas, if any, which shall be appurtenant to and shall pass with the title to every Parcel. No Common Area shall be created prior to the creation of the Association and it is likely that no Common Area may every be created in the Center. In the event Common Area is created, every Owner may delegate his right and easement to the Common Area to his employees, tenants, invitees, lessees, guests, or contract purchasers, subject to reasonable regulation by the Association. Every Owner's right and easement as described in this Section 2.2 shall be subject to this Master Declaration and to any restrictions or limitations contained in any Deed, Supplemental Declaration to this Master Declaration, and shall in particular be subject to the following limitations:

(1) Such right and easement shall not be exercised in any manner which substantially interferes with the rights and responsibilities of the Declarant or the Association, with the purposes for which the Common Areas and Common Facilities, if any, are provided or with the right and easement of any other Owner with respect thereto.

(2) The right of the City, Davis County, and any other governmental or quasi-governmental body having jurisdiction over the Center to access and rights of ingress and egress over and across any private street, parking area, walkway, or open area contained within the Center for purposes of providing police and fire protection, and providing any other governmental or municipal service; and

(3) The right of the Declarant or, if the Association has been created, the Association, in its sole discretion, to grant such utility and right-of-way easements over the Common Areas and Common Facilities, if any, as may be necessary or convenient to the Center and/or the development of any portion thereof.

Owners' Association

3.1 Right to Establish an Association. In order to maintain the uniform standards of development quality required hereunder, Declarant shall have the right, but not the obligation, to create an owners' association. Similarly, upon the sale by Declarant of a Majority of Center Land, Owners (or an Owner) of a Majority of Center Land shall have the right, but not the obligation to form an owners' association.

3.2 Form of the Association. If the Declarant or Owners (or an Owner) decide(s) to create an owners association pursuant to Section 3.1 of this Master Declaration, this shall be done by incorporating a nonprofit corporation known as the "Westland Business Center Owners Association" (the "Association"), with a membership consisting of all of the Owners of Parcels in the Center. Membership in the Association may not be transferred or retained independently of ownership of real property in the Center. Membership interests in the Association are appurtenant to and run with the land. This Association shall have Articles of Incorporation and Bylaws substantially in the form of the Future Articles of Incorporation of the Westland Business Center Owners' Association ("Future Articles") and the Future Bylaws of the Westland Business Center Owners' Association ("Future Bylaws") that shall be kept on file in connection with the Master Declaration by the Kaysville City Recorder in Kaysville City Hall, 23 East Center, Kaysville, Utah 84037 and shall be available for inspection there during regular business hours. All parties with any interest in the Center are hereby put on notice that the aforesaid Future Articles and Future Bylaws exist and will affect, govern, and control development within the Center at such time as the Association is created, as provided in this Master Declaration. At such time as the Association is created, the governing Articles of Incorporation shall be filed with the Division of Corporations and Commercial Code of the State of Utah, or as may otherwise be required pursuant to the Utah Non-Profit Corporation and Cooperative Association Act. A copy of current versions of said Articles and the Bylaws of the Association shall be filed with the Kaysville City Recorder in Kaysville City Hall, and shall be available for inspection during regular business hours. The Association, if and when created by incorporation, shall be governed by a Board of Trustees (the "Board"), which shall be responsible for enforcing these covenants, conditions, restrictions, and standards, for maintaining, managing, improving and otherwise administering the Common Areas, Common Facilities, and Common Expenses, if any, of the

Center, and for administering the Association, all as provided in this Article III.

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3.3 Voting, Quorum, and Notice Requirements. Each Owner (including the Declarant) shall be entitled to one (1) vote for each one thousand (1,000) square foot increment of land owned in the Center, and a fractional vote computed to three decimal places for any portion of a one thousand (1,000) square foot increment of land owned in the Center. Persons or entities who hold an interest in any land in the Center merely as security for the performance of an obligation shall not be entitled to vote, except as provided hereafter. The vote of the majority of the votes entitled to be cast by Members present and voting in person or represented by legitimate proxy at a legally constituted meeting at which a quorum is present, all as provided in the Bylaws, shall be the act of the Association. However, except as otherwise provided in this Master Declaration, any action amending the Articles of Incorporation or the Bylaws of the Association or otherwise authorized by Article VIII (Amendments) hereof shall require the written assent of the Owners of more than three-fifths (3/5) of the land in the Center. A quorum shall be deemed to be present when Owners of a Majority of Center Land are either present or are represented by legitimate written proxy at a duly noticed meeting of the Association. When a notice of a meeting so provides, Owners shall have the right to cast their votes on an issue in writing without assigning their voting rights to a proxy. Notice requirements for any and all actions to be taken by the Members of the Association shall be as set forth herein or in the Bylaws, as the same may be amended from time to time.

3.4 Assignability. Notwithstanding any other provision of this Master Declaration, any Owner may collaterally assign, as additional security, its voting rights to a lessee or the Mortgagee of the first Mortgage covering the Parcel or subdivided part thereof owned by an Owner. Any such assignment, however, shall not be effective until written notice thereof is actually received by the Declarant or if the Association has been created, the Association, together with evidence of said lessee's, or Mortgagee's entitlement to cast said votes.

3.5 Board of Trustees. After the incorporation of the Association, the affairs of the Association shall be managed by a Board of Trustees consisting of not less than three (3) and not more than nine (9) Trustees. At the first annual meeting of the Members, and thereafter at each annual meeting of the Members, new Trustees shall be elected by written ballot of the Owners as more particularly provided in the Bylaws, and all open positions on the Board of Trustees shall be filled at the election. If an annual meeting is not held, or the Board is not elected thereat,

the Board may be elected at any special meeting of the Members held for that purpose. Each Trustee shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication of mental incompetence. Members of the Board of Trustees shall have staggered terms as more particularly specified in the Bylaws. At each annual meeting after the first meeting, new Trustees shall be elected to fill vacancies created by resignations or expirations of the terms of past Trustees. The term of office of each Trustee elected to fill a vacancy created by the resignation, death or removal of his predecessor shall be the balance of the unexpired term of his predecessor. Any person serving as a Trustee may be re-elected, and there shall be no limitation on the number of terms during which he may serve. When members of the Board are being elected, each Member may accumulate his votes for the election and removal of Trustees as provided herein or in the Bylaws. At each election of the Board of Trustees, the candidates shall be ranked by the number of votes they receive at the election, and those with the highest number of votes shall be appointed to the positions that need to be filled. For example, if there are five positions to be filled, the five candidates who receive the five highest numbers of votes shall be appointed to the five positions to be filled. At any election of the Board, each Member shall be entitled to cast a number of votes equal to the number of Trustees to be elected at such meeting multiplied times the number of votes such Member is entitled to cast pursuant to Section 3. of this Master Declaration. Such Member may cast all of such votes for a single candidate or may distribute the votes among as many candidates as he sees fit. The Board of Trustees shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.

3.6 Officers. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. Officers shall be elected for one (1)-year terms, in accordance with the procedures to be set forth in the Bylaws of the Association.

3.7 Duty of the Association. In addition to the powers and authority granted to it by its Articles of Incorporation and this Master Declaration, and without limiting the generality thereof, the Association shall have the duty to administer and enforce the covenants, conditions, restrictions and standards of this Master Declaration. Following creation of the Association, the Association shall also have the duty to operate, maintain, or otherwise manage or provide for the operation, maintenance, or management of

any Common Areas, Common Facilities and Common Expenses as may be established by the Association.

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3.8 Powers and Authority of the Association. The Association shall have all of the powers of a nonprofit corporation organized under the Utah Nonprofit Corporation and Co-operative Association Act, as amended (Sections 16-6-18 et seq. of the Utah Code), the common law, and the law of the State of Utah, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the Bylaws, or this Master Declaration. It shall have the power to do any and all lawful things that may be authorized, required, or permitted to be done by the Association consistent with this Master Declaration, the Articles of Incorporation, and the Bylaws, and to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including without limitation, the powers:

(a) To manage, control, operate, maintain, repair, and improve the Center, the Common Area and Common Facilities, if any, and property subsequently acquired by the Association, or any property owned by another, for which the Association, by rule, regulation, Master Declaration, or contract, has a right or duty to provide such services;

(b) To enforce covenants, conditions, restrictions or standards affecting any property to the extent the Association may be authorized to do so under this Master Declaration, any Supplemental Declaration, or the Bylaws;

(c) To engage in activities which will actively foster, promote, and advance the common interests of all owners of property in the Center;

(d) To buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association;

(e) To borrow money for any purpose as may be limited in the Bylaws, including borrowing funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owner, if the Committee sees fit;

(f) To enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(g) To act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;

(h) To adopt, alter, and amend or repeal such laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Master Declaration;

(i) To provide any and all supplemental services as may be necessary or proper.

(j) To levy and collect assessments on the Owners of Lots or Parcels and to enforce payment of such assessments, all in accordance with and except as otherwise provided in this Master Declaration;

(k) To enter into contracts with Owners of Parcels to provide landscape and other maintenance services to such Owners;

(l) To make reasonable rules and regulations for the operation of the Common Areas, Common Facilities and Common expenses, if any, as specified herein and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by the Owners of a Majority of Center Land;

(m) To enter into agreements or contracts with insurance companies with respect to insurance coverage for the benefit of the Association and its Members;

(n) To enter into agreements or contracts with utility companies with respect to utility installation, consumption, and service meters;

(o) To sue or defend in any court, administrative agency, or other tribunal on behalf of the Association and its Members;

(p) To provide adequate reserves for repairs and replacements;

(q) To make available an annual report to each Owner within ninety (90) days after the end of each fiscal year of the Association;

(r) Pursuant to Article XIV of this Master Declaration, to adjust the amount, collect, and use any insurance proceeds to repair damaged property or replace property; and, if proceeds are insufficient to repair

damaged property or to replace property, to assess the 259
Members in proportionate amounts to cover the deficiency;

(s) To employ a manager or firm to manage the affairs and property of the Association, to employ independent contractors or such other employees as it may deem necessary, and to prescribe their duties and to set their compensation;

(t) To retain the services of legal and accounting firms;

(u) To enforce the provisions of this Master Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules;

(v) To contract with any Owner (including without limitation the Declarant) for performance, on behalf of the Association, of services the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interest of the Association; and

(w) To take any and all other actions and to enter into any and all other agreements as may be necessary or proper for the fulfillment of its obligations hereunder, for the operation and protection of the Association or for the enforcement of this Master Declaration and the covenants, conditions, restrictions, and standards contained herein.

(x) The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law, or which may be conferred upon this corporation by the State of Utah. The powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Section 3.8.

ARTICLE IV

Development Process

4.1 Architectural Review Committee. The Westland Business Center Architectural Review Committee (the "Committee") is hereby established. Until such time as the Association is created, either the members of the Kaysville City Council shall be the members of the Committee, or the Kaysville City Council shall appoint the members of the Committee. The Committee shall consist of not less than three (3) nor more than nine (9) members. The City Council

may authorize the Mayor or his designee to be an ex officio member of the Committee authorized to vote only in the event of tie votes by the other members of the Committee. Following creation of the Association, the Committee shall have the same number of members as the Board of Trustees of the Association (the "Board") and each member of the Board shall have, with respect to one of the positions on the Committee, the right to appoint or remove the person who is to serve or is serving in such position. The individual members of the Board shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Committee with respect to the position over which they have appointment power in this manner. The members of the Board may appoint themselves to fill the position on the Committee over which they have appointment power, and may do so whether or not other members appoint themselves to the positions over which they have appointment power.

(a) Executive Director of the Architectural Review Committee. The Committee shall appoint an Executive Director who shall be responsible for day-to-day dealings with Owners and others interested in the Center, for receiving plans to be reviewed, and for calling special meetings of the Committee. The Executive Director may but need not be a member of the Committee, and, at such time as the Association is created, of the Board. The Executive Director may be paid for his or her services.

(b) Consultants. The Committee is authorized to retain a consultant or consultants to review site and construction plans and specifications submitted to the Committee. However, contracts with such consultants must be executed by either the Declarant, the Association, or some other person or entity that will be responsible for making payments under the consulting contract, since the Committee probably will not have independent funds.

(c) Meetings of the Architectural Review Committee. Regular meetings of the Committee shall be held on the first Tuesday of each month, when and if there are items that need to be considered by the Committee. In order to be assured that matters will be considered by the Committee, a member of the Committee or any other person or entity should notify the Executive Director of the nature of the matter to be considered at least one week prior to the date on which the meeting is to be held. Nothing herein shall preclude matters being taken to the Committee on shorter notice. Special meetings may be held at any time they are requested by the Executive Director of the Committee, by two members of the Committee, by the Declarant or by the Association. Members of the Committee shall be given at least twenty-four (24) hours written notice of a special meeting, except that in emergency situations, they shall be given the best notice

reasonable under the circumstances. No approval shall be granted nor any other action be taken by the Committee without the affirmative vote of a majority of Committee members.

4.2 Approval of Plans Required. No improvements shall be erected, placed, altered, maintained, or permitted to remain on any Parcel by any Owner or Occupant until final plans and specifications shall have been submitted to and approved in writing by the Committee. Such final plans and specifications shall be submitted in duplicate over the authorized signature of the Owner or Occupant or both of the Parcel, or the authorized agent thereof. To avoid unnecessary expense, Developers may submit preliminary plans for approval before submitting final plans. Such plans and specifications shall be in such form and shall contain such information as may be required by the Committee and shall include the items more particularly described in the Development Procedures for the Westland Business Center (the "Development Procedures"). The Development Procedures may be amended by a majority vote of the Committee, so long as the amendment is consistent with this Master Declaration. All parties with any interest in the Center are hereby put on notice that the aforesaid Development Procedures exist and affect, govern, and control development within the Center. The current version of the Development Procedures, as amended, shall be kept on file by the Kaysville City Recorder at Kaysville City Hall, 23 East Center, Kaysville, Utah 84037, and shall be available for inspection there during regular business hours.

Plans and specifications should be submitted to the Committee prior to or, with the consent of the Committee, at the same time as they are submitted for approval to the Kaysville Planning Commission, the Kaysville City Council, and/or any other local government review procedures. The Committee may authorize the Developer to submit plans and specifications to the Kaysville Planning Commission, the Kaysville City Council, and/or any other local government review procedures before the Committee completes its own review process. Declarant intends that the review procedure should be as expeditious and flexible as possible, and, at least so long as the Declarant owns a Majority of Center Land, the intent is to coordinate Committee and City review and approval procedures to maximize efficiency. The Committee shall have authority to revise procedures and fees in the Development Procedures kept on file with the Kaysville City Recorder by majority vote.

4.3 Basis for Approval. Approval shall be based, among other things, upon compliance with the this Master Declaration and with the Development Standards for the Westland Business Center (the "Development Standards"). All parties with any interest in the Center are hereby put on

notice that the aforesaid Development Standards exist and affect, govern, and control development within the Center. The current versions of the Development Standards, as amended, shall be kept on file by the Kaysville City Recorder at Kaysville City Hall, 23 East Center, Kaysville, Utah 84037, and shall be available for inspection there during regular business hours. The Development Standards govern, among other things, adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon neighboring Parcels, proper facing of main elevation with respect to nearby streets, adequacy of screening of mechanical, air-conditioning, or other roof-top installations, and conformity of the plans or specifications to the purpose and intent of this Master Declaration. No plans will be approved that do not conform with minimum requirements of local, state and federal law. Furthermore, no plans will be approved that do not provide for the underground installation of power, electrical, telephone, and other utility lines.

Except as otherwise provided in this Master Declaration, the Committee shall have the right to disapprove any plans or specifications submitted hereunder on any reasonable grounds including, but not limited to, the following:

(a) Failure to comply with any of the restrictions set forth in this Master Declaration;

(b) Failure to include information in such plans or specifications as may have been reasonably requested by the Committee;

(c) Objection to the exterior design, the appearance of materials, or materials employed in any proposed structure;

(d) Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other Parcels, or other property in the vicinity of the Center;

(e) Objection to the location of any proposed structure with reference to other Parcels, or other property in the vicinity;

(f) Objection to the grading or landscaping plan for any Parcel;

(g) Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any structure;

(h) Objection to the number or size of parking spaces, or to the design of the parking area; 263

(i) Any other matter that, in the judgment of the Committee, would render the proposed improvements or use inharmonious with the overall design of the Center or with improvements located upon other Parcels or other property in the Center.

4.4 Result of Inaction. If the Committee fails either to approve or disapprove plans and specifications submitted to it for approval within thirty (30) days after the same have been submitted, it shall be conclusively presumed that Committee has approved said plans and specifications; provided, however, that if within the thirty (30) day period Committee gives written notice of the fact that more time is required for the review of such plans and specifications, there shall be no presumption that the same are approved until the expiration of one additional thirty (30) day period. The Declarant or the Association may override determinations made by the Committee.

4.5 Approval. The Committee may approve or disapprove plans or specifications as submitted, or as altered or amended, or it may grant its approval subject to specific conditions. Upon approval or conditional approval by the Committee of any plans and specifications submitted, a copy of such plans and specification, together with any conditions, shall be deposited for permanent record with the Committee, and a copy of such plans and specifications, bearing such approval together with any conditions, shall be returned to the applicant submitting the same.

4.6 Proceeding with Construction. Upon receipt of approval from the Committee pursuant to Section 4.5, the Owner, or Occupant, or both, to whom the same is given, shall, as soon as practicable, satisfy any and all conditions of such approval and, after obtaining a building permit from the City shall diligently proceed with the commencement and completion of all approved excavation, construction, refinishing, and alterations. In all cases, work shall commence within one (1) year from the date of issuance of a building permit, and if work is not so commenced, approval shall be deemed revoked unless the Committee, pursuant to written request made and received prior to the expiration of said one (1) year period, extends the period of time within which work must be commenced.

4.7 Completion of Construction. Any improvement commenced pursuant hereto shall be completed within two and one-half (2 1/2) years from the date of purchase of the Parcel on which the improvement is constructed, except for so long as such completion is rendered impossible, or unless work upon the proposed improvements would impose a great

hardship upon the Owner or Occupant of the improvements approved by the Committee, due to strike, fire, national emergency, natural disaster, or other supervening force beyond the control of the Owner or Occupant. The Committee may, upon written request made and received prior to the expiration of the two and one-half (2 1/2) year period, extend the period of time within which work must be completed. The Declarant or, if the Association has been created, the Association may override the grant or denial of such extensions. Failure to comply with this Section 4.7 shall constitute a breach of this Master Declaration and subject the party in breach to the enforcement procedures set forth in Article IX.

4.8 Committee, Declarant and Association Not Liable.

Neither the Committee, the Declarant nor the Association, nor the members of their respective governing boards, nor their employees, representatives, agents or consultants shall be liable in damages, or otherwise for any loss or prejudice suffered or claimed by any person on account of:

(a) The approval, disapproval, or failure to approve of any plans, drawings, and specifications, whether or not in any way defective;

(b) The construction of any improvement or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or

(c) The development of any Parcel within the Center.

Likewise, anyone submitting plans to the Committee for approval and any person becoming an Owner, Developer or tenant, agrees not to bring any action or suit to recover any damages against the Committee, the Declarant, or the Association, or against any member of their respective governing boards, or against any of their employees, representatives, agents, or consultants, except to enforce the provisions of this Master Declaration.

4.9 Construction without Approval. If any improvements shall be erected, placed, or maintained upon any Parcel, or any new use commenced upon any Parcel, other than in accordance with the approval by the Committee pursuant to the provisions of this Article IV, such alteration, erection, placement, maintenance, or use shall be deemed to have been undertaken in violation of this Master Declaration, and upon written notice from the Declarant, the Association, or an Owner, any such improvement so altered, erected, placed, maintained, or used upon any Parcel in violation of this Master Declaration shall be removed or altered so as to conform to this Master Declaration, and any such use shall cease or be amended so as to conform to this Master Declaration. Should such removal or alteration or

cessation or amendment or use not be accomplished within thirty (30) days after receipt of such notice, then the party in breach of this Master Declaration shall be subject to the enforcement procedures set forth in Article IX.

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4.10 Variances. The Committee may authorize variances from compliance with any of the provisions of the Development Standards when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with rules and regulations approved by the Committee. The Declarant or, if the Association has been created, the Association may, but need not, reject, accept, or amend such rules and regulations of the Committee. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in the body of this Master Declaration, or (iii) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of financing shall not be considered a hardship warranting a variance.

4.11 Common Areas, Common Facilities and Common Expenses. At the time of the execution and recording of this Master Declaration, no Common Areas or Common Facilities exist in the Center, and it is not anticipated that any will be established. The City will maintain Barnes Park and such other Public Improvements as may be installed from time to time. However, as development goes forward, the need may arise to provide for Common Areas, Common Facilities, and other items that generate costs that may be Common Expenses for some or all Owners. Such Common Areas, Common Facilities or Common Expenses may be created only after creation of the Association. The Association shall have authority, acting pursuant to this Master Declaration, the Association's Articles of Incorporation, and its Bylaws, to designate, acquire, install, operate, maintain and repair Common Areas, Common Facilities, and to provide for and defray other Common Expenses. Common Areas, Common Facilities and Common Expenses can only be created by amending this Master Declaration to create such Common Areas or Facilities or to begin incurring Common Expenses with a Supplemental Declaration. A Supplemental Declaration designating, creating or establishing Common Areas, Common Facilities, or authorizing Common Expenses shall not be effective until it is recorded.

4.12 Exemption from Impositions. No Supplemental Declaration may impose any responsibility for maintenance of Common Areas, Common Facilities, or other Common Expenses on the City, or land or facilities owned by the City, without the City's consent.

Development Standards

5.1 Development Standards. No Improvements shall be erected, placed, altered, maintained or permitted to remain on any Parcel by any Owner or Occupant unless they shall conform to the requirements of this Article V and to the Development Standards, as they may be amended from time to time, which Development Standards shall be kept on file by the Kaysville City Recorder at Kaysville City Hall, 23 East Center, Kaysville, Utah 84037, and shall be available for inspection there during regular business hours. All parties with any interest in the Center are hereby put on notice that the aforesaid Development Standards exist and affect, govern, and control development within the Center.

5.2 Minimum Setbacks. No building of any kind, nor any part thereof, shall be placed closer than permitted by the Committee to any interior property line, except as otherwise provided in Section 5.4. "Interior property line" shall mean the boundary between any Parcel within the subject property and all other Parcels bordering upon said Parcel. No improvements of any kind, and no part thereof, shall be placed closer than twenty-five (25) feet from a property line fronting a dedicated street. "Property line" shall mean the boundary of each Parcel.

5.3 Creek Setback. No improvements of any kind shall be constructed or placed closer than twenty-five (25) feet from Holmes Creek and the associated stream corridor. This restriction, however, shall not apply to the provision of a public way along the Creek or access thereto.

5.4 Exceptions to Setback Requirements. The following improvements, or parts of improvements, are specifically excluded from the setback requirements set forth in Section 5.2:

- (a) Roof overhang, subject to approval in writing from the Committee, provided said overhang does not extend more than eighteen (18) inches into the setback area;
- (b) Steps and walkways;
- (c) Fences, subject to the requirements set forth in Section 5.7.
- (d) Landscaping and irrigation systems;
- (e) Planters, not to exceed three (3) feet in height, except that planters of greater height

may be built within the setback area with the prior written approval of the Committee;

(f) Lighting facilities, subject to the prior written approval of the Committee; and

(g) Underground utility facilities and sewers.

5.5 Landscaping, Parcel Improvements. The appearance of yard and grounds will be critical in achieving the atmosphere desired in the Center. Careful attention is required with respect to Landscaping. All Landscaping, site work or Parcel Improvements shall be approved by the Committee and shall conform to the Development Standards. It is the intention of Declarant that a certain percentage of each parcel be landscaped. Such percentage of Landscaping shall be set forth in the Development Standards or in a Supplemental Declaration. Prior to receiving approval for construction by the Committee, the Owner shall submit plans to the Committee for Landscaping and site and Parcel Improvements. The Committee shall approve such plans in accordance with the procedures and time periods set forth in this Master Declaration, the Development Procedures, and the Development Standards. Within ninety (90) days following completion of construction, or as soon thereafter as weather permits, each Parcel shall be landscaped in accordance with the plans and specifications. The area of each Parcel between any property lines, streets and any building minimum setback line as set forth in Section 5.2 shall be landscaped with an attractive combination of trees, shrubs, and other ground cover. All portions of a Parcel not fronting a street and not used for parking, storage, or buildings shall be landscaped in a complementary and similar manner.

An underground landscape sprinkler system shall be provided and maintained by the Owner or Occupant for all landscaped areas.

If an outdoor parking lot contains fifteen or more parking stalls, not less than six percent (6%) of the interior of such parking lot shall be landscaped. The use of landscaped earth berms to accomplish such landscaping is encouraged. Strips between parking bays shall also be landscaped with appropriate ground cover and deciduous trees.

After completion, such landscaping as is herein required shall be maintained in a sightly and well-kept condition. If, in the reasonable opinion of the Committee, the required landscaping is not maintained in a sightly and well-kept condition, the Committee shall be entitled to the remedies set forth in Article VII hereof.

5.6 Signs. No sign shall be permitted on any Parcel unless approved by the Committee in writing. No sign shall be approved other than Center identification signs, informational and vehicular control signs, signs identifying the building or the business of the Owner or Occupant of a Parcel, signs offering the Parcel for sale or lease, and temporary development signs.

5.7 Fences. No fences or walls shall be permitted on any Parcel unless such fence or wall is necessary for security or screening purposes. The Committee reserves the right to approve the location and design of all fences, and no fence shall be constructed without a letter of approval from the Committee.

5.8 Parking Areas. Off-street parking adequate to accommodate the parking needs of the Owner or Occupant and the employees and visitors thereof shall be provided by the Owner or Occupant of each Parcel. The intent of this provision is to eliminate the need for any on-street parking; provided, however, that nothing herein shall be deemed to prohibit onstreet parking of public transportation vehicles. If parking requirements increase as a result of a change in the use of a Parcel or in the number of persons employed by the Owner or occupant, additional off-street parking shall be provided by owners or occupants so as to satisfy the intent of this section. All parking areas shall conform to the following standards:

(a) Required off-street parking shall be provided on the Parcel, on a contiguous Parcel, or within such distance from the Parcel as the Committee deems reasonable. Where parking is provided other than upon the Parcel concerned, Committee shall be given a certified copy of a recorded instrument, duly executed and acknowledged by the person or persons holding title to the Parcel or other property upon which the parking area is located, stipulating to the permanent reservation of the use of the Parcel or other property for such parking area.

(b) Parking areas shall be paved so as to provide dust-free, all-weather surfaces. Each parking space provided shall be designated by lines painted upon the paved surface and shall be adequate in area. All parking areas shall provide, in addition to parking spaces, adequate driveways and space for the movement of vehicles.

5.9 Storage and Loading Areas. Storage, maintenance, and loading areas must be constructed, maintained, and used in accordance with the following conditions:

(a) Outside storage of materials, supplies, or equipment, including trucks or other motor vehicles, shall be permitted only if:

(i) The material, equipment, or objects stored outside are incidental to the activities regularly conducted in connection with the business or operations of the Owner or Occupant of the premises;

(ii) The area is screened in a manner that, in the judgment of the Committee, harmonizes with the architecture, design, and appearance of neighboring structures and other surroundings; and

(iii) The area is located upon the rear portions of a Parcel, unless otherwise approved in writing by the Committee.

(b) Provision shall be made on each site for any necessary vehicle loading, and no on-street vehicle loading shall be permitted.

(c) Loading dock areas shall be set back, recessed, or screened so as not to be visible from Barnes Park, Holmes Creek, neighboring property or streets, and in no event shall a loading dock be closer than seventy-five (75) feet from a property line fronting upon a street unless otherwise approved in writing by the Committee.

5.10 Storm Drainage. It is mandatory that all surface drainage systems be expressly approved in writing by the Committee as part of the architectural review process prior to commencement of construction. Such systems shall comply with all City, state, and federal requirements concerning such drainage, and with such additional requirements as may from time to time be added to the Development Standards by the Committee.

5.11 Amendment of Development Standards. The Development Standards kept on file by the Kaysville City Recorder may be amended by a majority vote of the Committee, so long as the amendment is consistent with this Master Declaration and in particular with Articles IV, V, and VI hereof. The development standards contained in this Article V, as opposed to those contained in the separate document referred to as "Development Standards" (on file with the Kaysville City Recorder), may be amended only as provided in Article VIII of this Master Declaration. Current versions of the Development Standards, as amended, shall be kept on file by the Kaysville City Recorder at Kaysville City Hall, 23 East Center, Kaysville, Utah 84037. Variances from the Development Standards may be obtained only as provided in Section 4.10 of this Master Declaration.

Regulation of Construction, Operations and Uses

6.1 Permitted Uses. Except as otherwise specifically prohibited herein, any business, recreational, or light industrial operation and use will be permitted upon a Parcel, provided that the Committee specifically consents to such use in writing. Such approved use shall be performed or carried out entirely within a Building that is so designed and constructed that the operations and uses do not cause or produce a nuisance to other Parcels or property, such as, but not limited to, vibration, sound, electromechanical disturbances, electromagnetic disturbances, radiation, air or water pollution, dust, or emission of odorous, toxic, or nontoxic matter (including steam). Certain activities that cannot be carried on within a building may be permitted, provided that the Committee specifically consents to such activity in writing.

Lighting shall not be installed in a manner which permits the light to penetrate beyond the property in such a manner as to annoy or interfere with the use of adjacent properties.

Barnes Park shall continue to be used for recreational purposes. Uses surrounding Barnes Park shall be compatible with the continued use of Barnes Park for recreational purposes and shall not detract, in the view of the Committee from the attractiveness of Barnes Park as a municipal recreational facility.

The Phillips Street Parcels or a portion thereof may, but need not be used for residential purposes, if a Supplemental Declaration authorizing such use has been executed by the Declarant or, if the Association has been created, the Association.

Portions of the Center that have not yet been developed may be used for agricultural purposes, provided that such uses do not, in the view of the Committee, detract from surrounding uses.

6.2 Prohibited Uses. The following operations and uses shall not be permitted on any property subject to this Master Declaration:

- (a) Residential use of any type, except as otherwise provided in Section 6.1, and except that dwelling units for on-site caretakers that are approved by the Committee shall be allowed;

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- (b) Trailer courts or recreation vehicle campgrounds;
 - (c) Junk yards, wrecking yards, or recycling facilities;
 - (d) Mining, drilling for, or removing oil, gas, or other hydrocarbon substances, unless this is done by slant drilling from a site outside the Center and all drilling mechanisms or shafts beneath the Center are located at a depth of five hundred (500) feet or more below the surface of the Center;
 - (e) Refining of petroleum or of its products;
 - (f) Commercial excavation of building or construction materials, provided that this prohibition shall not be construed to prohibit any excavation necessary in the course of construction approved pursuant to Article IV;
 - (g) Distillation of bones;
 - (h) Dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, or other refuse;
 - (i) Fat rendering;
 - (j) Stockyard or slaughter of animals;
 - (k) Smelting of iron, tin, zinc, or any other ore or ores;
 - (l) Cemeteries;
 - (m) Jail or honor farms;
 - (n) Labor or migrant worker camps;
 - (o) Automobile, go-cart, motorcycle, or quartermidget race tracks and other vehicle endurance or race tracks; or
 - (p) Other uses specified in a Supplemental Declaration or by the Committee.

6.3 Nuisances. No nuisance shall be permitted to exist or operate upon any Parcel so as to be offensive or detrimental to any adjacent Parcel or property or to its occupants. A "nuisance" shall include, but not be limited to, any of the following conditions:

(a) Emissions Affecting Health, Safety or Comfort. Any use, excluding reasonable construction activity, of the Parcel that emits dust, sweepings, dirt, or cinders into the atmosphere, or discharges liquid, solid wastes, or other matter into any stream, river, or other waterway that, in the opinion of the Committee, may adversely affect the health, safety, comfort of, or intended use of their property by persons within the area. No waste nor any substance or materials of any kind shall be discharged into any public sewer servicing the Center or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer;

(b) Atmospheric Discharges. The escape or discharge of any fumes, odors, gases, vapors, steam, acids, or other substance into the atmosphere, which discharge, in the opinion of the Committee, may be detrimental to the health, safety, or welfare of any person or may interfere with the comfort of persons within the area or may be harmful to property or vegetation;

(c) Radiation or Glare. The radiation or discharge of intense glare or heat, or atomic, electromagnetic, microwave, ultrasonic, laser, or other radiation, unless the Committee concludes that such use does not unreasonably interfere with surrounding uses and that it does not constitute a health or safety hazard. Any operation producing intense glare or heat or such other radiation shall be performed only with Committee approval, and where feasible, only within an enclosed or screened area and in such manner that the glare, heat, or radiation emitted will not be discernible from any point exterior to the site or Parcel upon which the operation is conducted;

(d) Excessive Noise. At no point outside of any Parcel shall the sound pressure level of any machine, device, or any combination of same, from any individual plant or operation, exceed reasonable sound levels as determined by the Committee.

(e) Excessive Emissions of Smoke, Steam, or Particulate Matter. Visible emissions of smoke or steam will not be permitted (outside any building) that are unreasonable in the judgment of the Committee. This requirement shall also be applied to the disposal of trash and waste materials. Windborne dust, sprays, and mists originating in plants are not permitted.

(f) Ground Vibration. Buildings and other structures shall be constructed and machinery and equipment installed and insulated on each Parcel so that the ground vibration inherently and recurrently generated is not

perceptible without instruments at any point exterior to any Parcel.

6.4 Holmes Creek. Each Owner or Occupant of any Parcel shall at all times conduct its use and activities in a manner that will preserve the integrity of the North Fork of Holmes Creek (the "Creek") and the surrounding open space, including the prevention of any degradation of water quality, any reduction in the flow of the Creek, any damage to the streambed or banks of the Creek, or any impairment of the view from the Creek and the associated greenbelt. Nothing herein shall be construed to prevent efforts to divert ground water accounting for high water table in the vicinity to the Creek. The Owner or Occupant of any Parcel shall not conduct or permit the conduct of the following activities:

(a) The discharge of any liquid, solid, or gas into the Creek, except ground and storm water;

(b) The use of any fertilizers or herbicides in a manner that will result in such fertilizers or herbicides or the residue thereof entering the Creek, except to the extent that such uses results from agricultural use and was permissible as of the date of this Master Declaration or is otherwise approved by the Committee; or

(c) Any refuse-encouraging activities.

6.5 Refuse Collection Areas. All outdoor refuse collection areas shall be visually screened so as not to be visible from neighboring property or streets. No refuse collection area shall be permitted between a street and the front of a building. Waste and rubbish must be treated and disposed of as required under City ordinance. All screening must be approved by the Committee and where possible should be of a permanent non-wood material and must be well maintained.

6.6 Rubbish and Scrap During Construction. During construction, it shall be the responsibility of each Owner to ensure that, while Improvements are under construction, Parcels are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials, trailers, and the like are kept in a neat and orderly manner.

6.7 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 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 tenants of other Parcels, and shall be removed not later than thirty (30) days after the date of substantial completion for beneficial occupancy of the building in connection with which the temporary structure was used.

(b) Completion of Construction. Once begun, any improvement, construction, Landscaping, or alteration approved by the Committee shall be diligently prosecuted to completion. If reasonably necessary for construction of such improvement, construction, Landscaping or alteration, the Person or Persons carrying out the same shall be entitled, if so authorized by the Committee, to temporarily use and occupy unimproved portions of the Common Areas and Common Facilities, if any. Such Person or Persons may also temporarily use undeveloped land owned by Declarant within the Development Parcels in the vicinity of the activity, if any, provided the Declarant consents. The period of such use shall be determined by the Declarant, or, with respect to Common Areas and Facilities, by the Committee, on a project by project basis, provided that, on completion of construction such Common Areas and Common Facilities and Parcels shall be restored at such Person's or Persons' cost to a condition equal to their condition immediately prior to such use.

(c) Covenant to Construct Improvements. Notwithstanding any other provision hereof to the contrary, and with the exception of property purchased by the Davis County Council of Governments, Inc. (the "COG"), every Owner affirmatively covenants to complete construction of improvements, landscaping or alterations approved by the Committee within two and one-half (2 1/2) years following such Owner's purchase of an interest in a Parcel. Every agreement to sell land in the Center shall include provisions more particularly governing the schedule for commencing and completing construction, which schedule may require completion of construction in less than two and one-half (2 1/2) years. In the event an Owner fails to comply with the covenant set forth herein, Declarant, at any time thereafter, upon thirty (30) days prior written notice to such Owner, shall have the right, but not the obligation, to purchase such Owner's Parcel, or interest therein, at the price paid by such Owner for such Parcel, or interest therein. The Declarant's right to repurchase shall run with the land, and if a subsequent owner (or multiple subsequent owners) has (have) not obtained an extension of the construction completion deadline, the Declarant shall have the right, but not the obligation, to repurchase such Parcel on the same terms that the Declarant could repurchase from the original Owner. In the event of such subsequent transfers by purchasers from the Declarant, the COG, or a

Developer to a subsequent Owner, the grant of an extension of the construction start deadline shall not be unreasonably withheld. The Declarant or the Association may grant extensions to the construction start deadline in this section where there is good cause in their reasonable judgment.

6.8 Repair of Buildings. No building or structure upon any Parcel shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

6.9 Public Utilities. The Declarant, or, if the Association has been created, the Association reserves the sole right to grant consents for the construction and operation of public utilities, including, but not limited to, street railways, interurban or rapid transit, freight railways, poles or lines for electricity, telephone, or telegraph, above- or below-ground conduits, and gas pipes in and upon any and all streets now existing or hereafter established upon which any portion of the Center may now or hereafter front or abut. Declarant or Association reserves the exclusive right to grant consents and to petition the proper authorities for any and all street improvements, such as grading, seeding, tree planting, sidewalks, paving, and sewer and water installation, whether it be on the surface or subsurface, which in the opinion of Declarant or Association are necessary on or to the property. Notwithstanding the provisions of Section 4.3, Declarant or, if the Association has been created, the Association reserves the exclusive right to approve above-ground utility lines across the Center or any portion thereof on a temporary basis for the purpose of construction, and such lines shall be permitted when required by a government agency. Notwithstanding the provisions of this Section, the construction and operation of public utilities in rights-of-ways dedicated to the public must be approved by the appropriate governmental authority.

6.10 Utility Lines and Antennas. No sewer, drainage, or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals, including telephone, television, microwave, or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Center other than within buildings or structures, unless the same shall be contained in conduits or cables constructed, placed, or maintained underground or concealed in or under buildings or other structures. Without the consent of the Committee, no antenna for the transmission or reception of telephone, television, microwave, or radio signals shall be placed on any Parcel within the property unless such antenna shall be so located that it cannot be seen from five (5) feet zero

(0) inches above the ground or ground-floor level at distance of two hundred (200) feet in any direction. Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of buildings on the Center.

6.11 Mechanical Equipment. All mechanical equipment, utility meters, storage tanks, air-conditioning equipment and similar items shall be screened with landscaping or attractive architectural features integrated into the structure itself.

6.12 Mineral Exploration. No portion of the Center shall be used in any manner to explore for or to remove any steam, heat, oil or other hydrocarbons, gravel, earth, or any earth substances or other minerals of any kind, unless this is done by slant drilling from a site outside the Center and all drilling mechanisms or shafts beneath the Center are located at a depth of five hundred (500) feet or more below the surface of the Center. Nothing herein shall be construed to prevent the excavation of earth in connection with the grading or construction of improvements within the Center. Water may be extracted to the extent permitted by the appropriate governmental agency.

6.13 Other Operations and Uses. Operations and uses that are neither specifically prohibited nor specifically authorized by this Master Declaration may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by the Committee in accordance with Article IV and the Development Procedures. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to this Master Declaration or upon the Occupants thereof, but shall be in the sole discretion of the Committee.

6.14 Declarant's Obligation. Declarant hereby covenants in favor of each Owner that all Improvements erected by it shall be architecturally compatible with respect to one another, with this Master Declaration, and with the Development Procedures and the Development Standards.

6.15 Limitation of Restrictions on Declarant. Declarant is undertaking the work of developing the Center and other incidental improvements upon the Parcels included in the Center, as well as maintaining Barnes Park and the Public Improvements. The completion of that work and the sale, rental and other disposal of said Parcels is essential to the establishment and welfare of the Center as a business center. In order that said work may be completed and the Center be developed, nothing herein shall:

(1) Prevent Declarant, its contractors, or subcontractors, from doing on the Center or any Parcel thereof, whatever is reasonably necessary or advisable in connection with the completion of said work; or

(2) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Center, such structures as may be reasonably necessary for the conduct of its business or of completing said work and establishing the Center as a business/light industrial center and disposing of Parcels of the Center by sale, lease or otherwise; or

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

ARTICLE VII

MAINTENANCE AND ASSESSMENTS

7.1 Condition of Parcels. The Owner or Occupant of any Parcel shall at all times keep it and the buildings, improvements, and appurtenances thereon in a safe, clean, and wholesome condition and comply, at its own expense, in all respects with all applicable governmental, health, fire and safety ordinances, regulations, requirements, and directives, and the Owner or Occupant shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever that may accumulate upon such Parcel. No building or structure upon any Parcel shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

7.2 Undeveloped Parcels. Undeveloped Parcels within the Center shall be kept in a reasonably attractive condition. Weeds and debris shall not be allowed to accumulate. Undeveloped Parcels may be used for agricultural purposes, so long as such use is reasonably attractive and the Committee does not object to such use. If, within thirty (30) days of receiving written notice from the Committee that an undeveloped Parcel is not adequately maintained, the Owner of the relevant Parcel does not correct the condition to the satisfaction of the Committee, the Committee shall have the right to enter or authorize entry upon the offending Parcel and to correct or cause to be corrected the offending condition, and to charge the pertinent Owner for any costs thus incurred. This charge may be collected in the same manner as a Special Assessment, as described in Sections 7.6 and 7.7.

7.3 Maintenance of Parking Areas, Driveways, Walkways and Landscaping. Each Owner shall be responsible for the

maintenance and repair of all parking areas, driveways, walkways, and landscaping on his Parcel. Such maintenance and repair shall include, without limitation,

(1) Maintenance of all parking areas, driveways, and walkways, including public sidewalks, in a clean and safe condition, including the paving and repairing or resurfacing of such areas when necessary with the type of material originally installed thereon or such substitute therefor as shall, in all respects, be equal thereto in quality, appearance, and durability; the removal of debris and waste material and the washing and sweeping of paved areas; the painting and repainting of striping markers and directional signals as required;

(2) Cleaning, maintenance, and relamping of any external lighting fixtures, except such fixtures as may be the property of any public utility or government body; and

(3) Performance of all necessary maintenance of all landscaping, including the trimming, watering, and fertilization of all grass, groundcover, shrubs, or trees; the removal of dead or waste materials; the replacement of any dead or diseased grass, groundcover, shrubs, or trees.

(4) Nothing contained herein shall preclude an Owner from recovering from any person liable therefor, damages to which such Owner might be entitled for any act or omission to act requiring an expenditure by the Owner for the maintenance and repair of the parking area, driveway, walkway, and/or Landscaping on his Parcel.

7.4 Duty to Maintain. In addition to the other duties or responsibilities set forth in this Master Declaration, the Association shall maintain and operate, or provide for the maintenance and operation of the Common Areas, Common Facilities and the improvements located thereon or related thereto, if any exist. Where, after thirty (30) days written notice, the Owner or Occupant is not fulfilling its maintenance obligations hereunder, the Declarant or, if the Association has been created, the Association may, as deemed necessary for the appearance and integrity of the Center, maintain and operate, or provide for the maintenance and operation of any or all of the Parcel Improvements. Where it deems necessary or desirable, the Committee may under these circumstances construct, reconstruct, repair, or replace any improvement or Parcel Improvement related to or located upon Common Areas or Parcels. Nothing herein shall be construed to impose any duty on the Committee, the Declarant or the Association to take such actions.

7.5 General Assessments. After creation of the Association, each Owner shall be assessed a charge (the "General Assessment") by the Association, for the

maintenance of the Common Areas or Common Facilities, if any, in the Development Parcels, such portions of the Admissible Land, or any other real property that may have been annexed to the Center. Such charge shall be paid to the Association and shall equal an amount that represents that proportion of the total cost of such maintenance, including indirect costs, as the area of the Parcel owned by the Owner is proportionate to the total area of all Parcels in the Development Parcels, or in such other manner as may from time to time be determined by the Association. Because the Declarant shall have ongoing responsibility for maintenance of Barnes Park and other Public Improvements in the Center, Declarant may not be subjected to any General Assessment unless the Declarant consents. The General Assessment shall be assessed on a periodic basis as determined by the Association. No General Assessment may be assessed or imposed prior to creation of the Association.

7.6 Special Assessments. In addition to the General Assessments authorized above, the Declarant, or, if the Association has been created, the Association, may levy, in any year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of Common Areas, Common Facilities and any Parcel Improvements as may be necessary as determined by the Declarant or the Association. Notwithstanding the foregoing sentence, any and all costs incurred by the Declarant or the Association in connection with the operation or maintenance of any Parcel Improvements pursuant to the Parcel Improvement Easement, will be assessed as Special Assessments to the Owner of the Parcel or Parcels where such Parcel Improvements are constructed or located. Other Special Assessments may be levied as provided elsewhere in this Master Declaration, by the Declarant, the Committee, or the Association. Special Assessments may be imposed prior to the creation of the Association. Because the Declarant shall have ongoing responsibility for maintenance of Barnes Park and other Public Improvements in the Center, Declarant may not be subjected to any Special Assessment unless the Declarant consents.

7.7 Owner's Liability for Payment of Assessments and Liens. The Declarant, for each Parcel owned within the Center, hereby covenants, and each Owner of any Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Declarant or, if the Association has been created, the Association, the Assessments described in Sections 7.5 and 7.6 of this Article VII. Such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such assessment is made and shall also be the personal obligation

of the person who was the Owner of such Parcel at the time when the assessment fell due. Such lien shall continue to encumber the land following a sale, and to the extent permitted by law, the personal obligation for delinquent assessments shall pass to an Owner's successors in interest.

7.8 Easement for Parcel Improvements. Pursuant to Article V, Owners have responsibilities with respect to the Parcel Improvements and the Landscaping of Parcels owned by them. In addition, pursuant to Section 7.4 hereof, the Declarant or, if it has been created, the Association, at its discretion may undertake certain responsibilities with respect to the maintenance and repair of Parcel Improvements. To facilitate the maintenance and repair of the Parcel Improvements by the Declarant or the Association pursuant to the terms and provisions of this Master Declaration, each Owner understands and agrees that upon the purchase of a Parcel, or any portion thereof, such Owner receives title to such Parcel or portion thereof, subject to an Easement (the "Parcel Improvement Easement") on the entire Parcel in favor of the Declarant or, if the Association has been created, the Association, for the maintenance of the Parcel Improvements as more particularly provided elsewhere in this Master Declaration.

7.9 Assessment for Parcel Improvements. Costs expended or incurred by the Declarant or the Association for the maintenance and repair of Parcel Improvements in accordance herewith shall be assessed as a Special Assessment pursuant to Section 7.6 hereof, to the Owner of the Parcel upon which said Parcel Improvements are maintained.

7.10 Scope of Easement. Such Parcel Improvement Easement shall be interpreted at all times to give the Declarant or the Association such rights and powers which, in the discretion of the Declarant or the Association may be necessary or desirable for their maintenance (if any) of the Parcel Improvements. The rights and powers of the Declarant or the Association pursuant to such Parcel Improvement Easement shall be limited only at such time or times when, in the opinion of the Committee, improvements, constructions, or alterations approved by the Committee are being diligently prosecuted by the Owner to completion. Notwithstanding the foregoing, the rights and powers of the Declarant or the Association pursuant to the Parcel Improvement Easement shall be sufficiently broad to allow them to meet their responsibilities and duties set forth in the Master Declaration, any Supplemental Declaration, the Development Procedures and the Development Standards.

7.11 Remedies. If any Owner shall fail to pay General Assessments or Special Assessments applicable to his, her or its Parcel, or to perform the maintenance and repair required by this Article VII, then Declarant, or, if the

Association has been created, the Association, after thirty (30) days prior written notice to such delinquent Owner, shall have the right, not the obligation, to pay such Assessments or to perform such maintenance and repair and to charge the delinquent Owner with costs of such assessment or such work, together with interest thereon at the rate of twelve percent (12%) per annum from the date of Declarant's or Association's advancement of funds for such payment or such work to the date of reimbursement of Declarant or Association by Owner. The costs for work done pursuant to this Section 7.11 may be assessed against the Owner as a Special Assessment pursuant to Sections 7.6 and 7.7 of this Master Declaration. If the delinquent Owner shall fail to reimburse Declarant or Association for such costs within ten days after demand therefor, Declarant or Association may, at any time within two years after such advance, file for record in the Davis County Recorder's Office a claim of lien signed by Declarant or Association for the amount of such charge together with interest thereon. The lien created by this section shall be effective to establish a lien against the interest of the delinquent Owner in his Parcel together with interest at twelve percent (12%) per annum on the amount of such advance from the date thereof, in addition to recording fees, cost of title search obtained in connection with such lien or the foreclosure thereof, and court costs and reasonable attorney's fees that may be incurred in the enforcement of such a lien.

7.12 Date of Commencement and Notice of General Assessments. The General Assessments provided for herein shall commence as indicated in a Supplemental Declaration which specifies when General Assessments will begin, what Common Area, Common Facilities, or other Common Expenses they shall cover, and when and how they should be paid. Thereafter, the Association's Board of Trustees ("Board") shall estimate the amount of the General Assessment against each Parcel at least thirty (30) days in advance of each assessment period and fix the due date for payment thereof. Written notice of General Assessments shall be sent to every Owner subject thereto. At the end of the assessment period, the Association's Board shall determine the exact cost of operation and maintenance described herein and shall charge or credit each Owner in the next assessment for the difference between the actual expense and the estimated expense.

7.13 Certificate of Assessment. The Declarant or, if the Association has been created, the Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Declarant or the Association setting forth whether the assessments on a specified Parcel have been paid and said certificate may be conclusively relied upon by the party requesting the same.

7.14 Effect of Nonpayment of Assessments, Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at twelve percent (12%) during the period such assessment remains unpaid. The Board may bring an action at law against the Owner personally obligated to pay the same, enforce any such judgment against the Owner, and/or foreclose the lien against the property or Parcel. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of Common Areas, Common Facilities, or Parcel Improvements, or by abandonment of a Parcel.

7.15 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgages. Sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to foreclosure of any first Mortgages and Deeds of Trust, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer but shall not extinguish the liability of the owner therefor. No other sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

7.16 Foreclosure of Lien. Subject to the provisions of Article XVIII, such a lien, when so established against the Parcel described in said claim, shall be prior or superior to any right, title, interest, lien, or claim that may be or may have been acquired in or attached to the real property interests subject to the lien subsequent to the time of filing such claim for record. Such lien shall be for the benefit of Declarant or Association, as their interests may appear, and may be enforced and foreclosed in a like manner as a real estate mortgage is foreclosed in the state of Utah, but without redemption.

7.17 Cure. If a default for which a notice of claim of lien was filed is cured, Declarant or Association shall record a rescission of such notice, upon payment by the defaulting Owner of the costs of preparing and filing or recording such rescission, and other reasonable costs, interest, or fees that have been incurred.

7.18 Nonexclusive Remedy. The foregoing lien and the rights to foreclose thereunder shall be in addition to, and not in substitution for, all other rights and remedies that any party may have hereunder and by law, including any suit to recover a money judgment for unpaid assessments. If any Owner shall fail to perform maintenance and repair obligations under this Master Declaration and, notwithstanding such failure, the Declarant or the Association should fail to exercise its rights and remedies hereunder, then any other Owner, after fifteen (15) days

prior written notice to the Declarant and the Association and such delinquent Owner, shall have the right, but not the obligation, to perform such maintenance and repair and shall have the same rights and remedies with respect thereto as are provided herein for the Declarant or the Association; provided, however, that if the Declarant or the Association expressly finds that enforcement against the delinquent Owner is not in the best interest of the Center, other Owners shall not be permitted to pursue the remedies authorized by this Section without the consent of the Declarant or, if the Association has been created, the Association. 283

7.19 Taxes and Assessments. If an Owner fails to pay taxes or assessments that become a lien on any portion of the Center, then any other Owner who has an interest in that portion of the Center may pay such taxes or assessments, together with any interest, penalties, and costs arising out of or related thereto, except while the validity thereof is being contested by judicial or administrative proceedings, and in such event the defaulting Owner obligated to pay such taxes or assessments shall promptly reimburse the other Owner for all such taxes or assessments, interest, penalties, and costs paid or incurred by such other Owner, and until such reimbursement has been made, the amount of the payment by such other Owner shall constitute a lien on and charge against the Parcel of the defaulting Owner in favor of the party or parties who paid the taxes or assessments, subject and subordinate, however, to any Mortgage then outstanding and affecting said Parcel.

7.20 Replacement or Repair of Property. Damaged or destroyed Common Areas and Common Facilities, if any, or the property used, managed or maintained by the Association in connection with the Common Areas and Common Facilities, if any, shall be repaired or replaced by the Association utilizing such insurance proceeds as may be available therefor. In the event there are no insurance proceeds or the insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment under Section 7.6 hereof to cover such cost.

7.21 Exempt Property. Notwithstanding anything to the contrary herein the following property shall be exempt from payment of General Assessments and Special Assessments:

(a) all Common Area, if any, provided that the Supplemental Declaration creating the Common Area so specifies; and

(b) all property dedicated to and accepted by any governmental authority or public utility, including, without

limitation, City shops, public schools, public streets, and public parks.

ARTICLE VIII

Amendment, Modification, and Repeal

8.1 Procedure. Except as otherwise provided in this Article VIII, this Master Declaration or any provision hereof, or any covenant, condition, restriction, or standard contained herein, may be terminated, extended, modified, or otherwise amended, as to the whole of the property in the Center or any portion thereof, with the written consent of the Owners of sixty percent (60%) of the Center based upon the number of square feet owned as compared to the total number of square feet subject to these covenants, conditions, restrictions, and standards; provided, however, that so long as the City owns at least twenty percent (20%) of the property in the Center, or for a period of fifteen (15) years from the effective date hereof, whichever period is shorter, no such termination, extension, modification, or other amendment shall be effective without the written approval of the Declarant, which approval shall not be unreasonably withheld. Notification of any termination, extension, modification, or amendment shall be provided to the Declarant and if the termination, extension, modification, or amendment constitutes a major change to the development approved for the Center, the termination, extension, modification, or amendment shall not become effective until approved by the Kaysville City Council after review and recommendations by the City Planning Commission. No such termination, extension, modification, or other amendment shall be effective if it conflicts with a valid governmental enactment, ordinance, or regulation and until a Supplemental Declaration reflecting the termination, extension, modification or amendment has been executed, acknowledged, and recorded.

8.2 Modification by Declarant or Association. For so long as Declarant owns any interest in the Center, or any part thereof, or for a period of fifteen (15) years from the effective date hereof, whichever period is shorter, the Declarant may modify or amend the provisions of Articles IV, V, and VI; provided, however, that (i) any such modification or amendment must be within the spirit and overall intention of the development as set forth herein; (ii) prior to any such modification or amendment Declarant or Association shall obtain the approval of any governmental agency to such modification or amendment where such approval is necessary; and (iii) any modification or amendment shall not provide for any type of improvements or use not presently permitted by this Master Declaration. No such modification or amendment shall be effective until the Owners have been given thirty (30) days prior written notice of the proposed

change and a Supplemental Declaration reflecting the amendment has been executed, acknowledged, and recorded.

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8.3 Governmental Regulations. All valid government enactments, ordinances, and regulations are deemed to be a part of this Master Declaration, and to the extent that they impose more restrictive requirements than any provision, covenant, condition, or restriction hereof, said more restrictive governmental enactment, ordinance, and regulation shall control; and the less restrictive provision, covenant, condition, or restriction hereof shall be deemed (i) amended to the extent necessary to bring it into conformity with said enactment, ordinance, or regulation while still preserving the intent and spirit of the provision, covenant, condition, standard or restriction; or (ii) stricken herefrom should no amendment conforming to the governmental enactment, ordinance, or regulation be capable of preserving the intent and spirit of said provision, covenant, condition, standard or restriction.

8.4 Supplemental Declarations. Notwithstanding any other provision of this Master Declaration to the contrary, Declarant expressly reserves on behalf of itself, its successors and assigns, and the Association, if it is created, the right to record such Supplemental Declarations with respect to the Center, or any portion thereof, as it deems in its discretion to be necessary or desirable, consistent with the provisions of this Article VIII. Such Supplemental Declarations may be more restrictive than this Master Declaration without otherwise invalidating the application of this Master Declaration to portions of the Center not otherwise subject to such Supplemental Declarations. Except as otherwise provided herein, no Supplemental Declaration recorded pursuant to this Section shall be effective if Owners of a Majority of Center Land object in writing to the proposed Supplemental Declaration within thirty (30) days of such recording. Objecting Owners shall not be counted for purposes of this provision if they withdraw their objection in writing or are exempted from the application of the terms of the proposed or revised Supplemental Declaration to which they object.

8.5 Non-Objection to Annexation of Admissible Land. In the event the Declarant or the Association desires to annex part or all of the Admissible Land to the Center and subject such land to this Master Declaration, either the Declarant or the Association or both of them, acting by simple majority vote of their governing boards, shall have the right, in their sole discretion, to do so, provided that the owner or owners of the property to be thus annexed consent(s) to, execute(s), and acknowledge(s) the Supplemental Declaration recorded to effectuate the annexation. No Owner of property within the Center shall have the right to object to the annexation of Admissible

Land. Any such annexation shall be effective upon the recording of the aforesaid Supplemental Declaration that amends the Master Declaration to include such Admissible Land, unless another effective date is specified in said Supplemental Declaration.

8.6 Annexation with Approval. Upon the written consent of the Owners of a Majority of Center Land, the consenting Owners shall have the right to execute and record a Supplemental Declaration to this Master Declaration to annex other property to the Center, so long as the Declarant and the Owner or Owners of the property to be annexed consent(s). Annexation pursuant to this Section 8.6 shall become effective when the Supplemental Declaration to this Master Declaration to effectuate the annexation is recorded in the official records of the Davis County Recorder, unless another effective date is specified in said Supplemental Declaration.

8.7 Effect of Annexation. Once a Supplemental Declaration of annexation amendment becomes effective, the rights, powers, and responsibilities of Declarant and the Owners and Occupants of Parcels within the portion of the Admissible Land or other property thus annexed shall be the same as in the case of all other real property in the Center.

8.8 Form of Supplemental Declaration of Annexation. A Supplemental Declaration to this Master Declaration intended to effectuate an annexation as described in Sections 8.5, 8.6 and 8.7 above shall contain at least the following provisions:

- (a) A reference to this Master Declaration stating the date of recording and the book or books of the records of Davis County and page numbers where this Master Declaration is recorded;
- (b) A statement that the provisions of this Master Declaration, or some specified part hereof, shall apply to such added real property;
- (c) A legal description of such added real property;
- (d) Such other or different covenants, conditions, restrictions, and standards as the party making the Supplemental Declaration shall, in its discretion, specify to regulate and control the use, occupancy, and improvements of such added real property; and
- (e) The duly acknowledged signature of each and every record owner of the land to be thus annexed.

8.9 No Obligation to Annex or Improve Admissible or Other Land. The rights reserved unto Declarant and the Association to subject Admissible Land or other real property to the Master Declaration shall not be implied or construed so as to impose any obligation upon Declarant or Association to subject any of such Admissible Land or other real property to this Master Declaration or to the jurisdiction of the Declarant or the Association, nor any obligation, if such Admissible Land or other real property is subjected to this Master Declaration, to install any improvements of any kind. If such Admissible Land or other real property is not subjected to this Master Declaration, the reserved rights of the Declarant or the Association shall not impose any obligation on the Declarant or the Association to impose any covenants, conditions, restrictions and standards similar to those contained herein upon such Admissible Land or other real property, nor shall such rights in any manner limit or restrict the use to which such Admissible Land or other real property not subjected to this Master Declaration may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants, conditions, restrictions and standards imposed hereby or not.

8.10 Removal. The Declarant shall have the right but not the obligation, unilaterally to remove part or all of the Phillips Street Parcel from the Center. This right may be exercised by recording a Supplemental Declaration amending this Master Declaration to remove such property from the Center in the official records of the Davis County Recorder. This action may be taken by simple majority vote of the governing board of the Declarant or, if it has been created, the Association. Any such removal shall be effective upon the recording of such Supplemental Declaration or on such other date as is specified therein.

8.11 Non-City Land. A portion of the property located in the northern and eastern portion of the Center as shown on the Land Development Map (Exhibit A), is unincorporated land in Davis County and lies outside the city limits of Kaysville City and of Layton City. It is anticipated that all of this land, except part or all of the Phillips Street Parcels, will be annexed to and be included in Kaysville City. If part or all of the Phillips Street Parcels is removed from the Center pursuant to Section 8.10 and devoted to residential uses, Kaysville City may, but shall not be required to, cooperate in the annexation of the portion of the Phillips Street Parcels thus affected to Layton City. The final determination of the boundary between Layton City and Kaysville City is a matter of great importance to Kaysville City, and Kaysville City hereby reserves the right, to the extent allowed by law, to determine such boundary issues in its own discretion. No Owner of property

within the Center shall have the right to object to the annexation of any land in the Center to Kaysville City or of any or all of the land in the Phillips Street Parcel to Layton. Annexation of unincorporated land to Kaysville City and/or Layton City shall be done following normal procedures for handling such matters in the State of Utah. No Supplemental Declaration to this Master Declaration nor the recording of any Supplemental Declaration shall be required for this purpose.

8.12 Amendment of Annexation Provisions. Sections 8.5, 8.6, 8.7, 8.8, 8.9, 8.10, 8.11 and this Section 8.12 shall not be changed without the written consent of Declarant, so long as the Declarant owns any property in the Center (including Barnes Park).

8.13 Availability of Supplemental Declarations and Other Documents. The Kaysville City Recorder shall be given a copy of any Supplemental Declaration amending or otherwise relating to or affecting the Center or this Master Declaration after any such Supplemental Declaration is recorded, and shall keep all such Supplemental Declarations on file with this Master Declaration, the Development Procedures, the Development Standards, the Articles of Incorporation of the Association and its Bylaws, and shall make all of the foregoing available to the public during regular business hours upon request.

ARTICLE IX

Enforcement

9.1 Abatement and Suit. The Owner of each Parcel shall be primarily liable and the Occupant, if any, secondarily liable for the violation or breach of any covenant, condition, or restriction herein contained. Violation or breach of any covenant, condition, or restriction herein contained shall give to Declarant or Association, following thirty (30) days written notice to the Owner or Occupant in question (except that such notice need not be given in exigent circumstances), the right, privilege, and license to enter upon the Parcel where said violation or breach exists and to summarily abate and remove, or abate or remove, at the expense of the Owner or Occupant thereof, any improvement, structure, thing, or condition that may be or exist thereon contrary to the intent and meaning of any provision hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these covenants, conditions, restrictions, and standards to enjoin or prevent them from doing so, to cause said violation to be remedied, or to recover damages for said violation. No such entry by Declarant or Association or their agents shall be deemed a trespass, and neither Declarant nor Association nor their

agents shall be subject to liability to the Owner or Occupant of said Parcel for such entry and any action taken to remedy or remove a violation. The cost of any abatement, remedy, or removal hereunder shall be a binding personal obligation on the Owner or Occupant in violation of any provision of this Master Declaration, as well as a lien (enforceable in the same manner as a Mortgage) upon the Parcel in question. The lien provided for in this section shall not be valid as against a bona fide purchaser or Mortgagee for value of the Parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Davis County, Utah, prior to the recordation of the deed or Mortgage conveying or encumbering the Parcel in question to such purchaser or mortgagee, respectively. A Special Assessment may also be imposed on the relevant Parcel to the extent that the Declarant or the Association incurs costs to remedy such violation or breach.

9.2 Right of Entry. During reasonable hours and upon reasonable notice and subject to reasonable security requirements, Declarant or Association, or their agents shall have the right to enter upon and inspect any Parcel and the improvements thereon covered by this Master Declaration for the purpose of ascertaining whether or not the provisions of this Master Declaration have been or are being complied with, and neither Declarant nor Association nor their agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

9.3 Violation of Declaration a Nuisance. The result of every act or omission whereby any covenant, condition, restriction, or standard herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity against an Owner or Occupant either public or private shall be applicable against every such result and may be exercised by the Association or by the Declarant, even after the Association is created.

9.4 Attorney's Fees, Remedies Cumulative. In any legal or equitable proceeding for the enforcement of this Master Declaration or any provision hereof, whether it be an action for damages, declaratory relief, or injunctive relief, or any other action, the Declarant or the Association, or an Owner entitled to invoke the same remedies as the Declarant or the Association, shall be entitled, if they prevail, to receive a reasonable attorney's fee in such reasonable amount as shall be fixed by the court in such proceedings or in a separate action brought for that purpose. The Declarant, Association, or such Owner, if they prevail, shall be entitled to such attorney's fees even though said proceeding is settled prior to judgment. All remedies

provided here or at law or in equity shall be cumulative and not exclusive.

9.5 Failure to Enforce Is No Waiver. The failure of Declarant or Association to enforce any requirement, covenant, condition, restriction, or standard herein contained shall in no event be deemed to be a waiver of the right to do so thereafter or in other cases nor of the right to enforce any other covenant, condition, restriction or standard herein contained.

9.6 Non-exclusive Enforcement. If the Declarant or the Association fails to enforce any requirement, covenant, condition, restriction or standard herein contained, then any Owner, after thirty (30) days prior written notice to the Declarant or the Association and the breaching Owner or Owners shall have the right but not the obligation to take any enforcement steps the Declarant or the Association might take, and shall have all the rights and remedies as are provided herein for the Declarant and the Association, provided however, that if the Declarant or the Association expressly finds that enforcement against the delinquent Owner is not in the best interest of the Center, other Owners shall not be permitted to pursue remedies authorized by this Section without the consent of the Declarant or, if it has been created, the Association.

ARTICLE X

Assignment

Any and all of the rights, powers, and reservations of Declarant or Association herein contained may be assigned to any Person, Developer, or other entity that has a substantial interest in the Center, provided that such Person, Developer, or other entity will assume the duties of the Declarant or the Association pertaining to the particular rights, powers, and reservations assigned. Upon any such Person, Developer, or other entity evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed herein by Declarant or, if it has been created, the Association. If at any time Declarant ceases to exist and has not made such an assignment, a successor to Declarant may be appointed in the same manner as this Master Declaration may be modified or amended under Section 8.1. Any assignment or appointment made under this article shall be in the form of a Supplemental Declaration and shall be recorded.

Any or all of the special rights and obligations of the Declarant or, if it has been created, the Association, may be transferred to other Persons, Developers, or other

entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a Supplemental Declaration signed by the transferor and duly recorded in the public records of Davis County, State of Utah. Moreover, no assignment pursuant to this Article IX shall be effective if Owners of a Majority of Center Land object in writing within thirty (30) days of receiving written notice of such an assignment. Nothing in this Master Declaration shall be construed to require Declarant or any successor to develop any of the Center in any manner whatsoever.

Notwithstanding any provisions contained in the Master Declaration to the contrary, so long as construction and initial sale of Development Parcels shall continue, it shall be expressly permissible for Declarant and any Building approved by Declarant to maintain and to carry on upon portions of the Common Area, if any, such facilities and activities as, in the sole opinion of the Committee, may be reasonably required, convenient, or incidental to the construction or sale of such Parcels including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant and any builder approved by Declarant shall have an easement for access to such facilities.

So long as Declarant continues to have rights under this Article IX, no person or entity shall record any declaration of covenants, conditions, restrictions, standards, declaration, or similar instrument affecting any portion of the Center without Declarant's and, if it has been created, the Association's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions, restrictions, and standards, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) thirty (30) years from the date this Master Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity by Declarant has ceased.

ARTICLE XI

Barnes Park

The portion of the Center constituted by Barnes Park shall remain a public park, maintained by the City, and

available for public use on the same basis to the general public as other public parks. The City has a public duty to protect the quality of Barnes Park and its surroundings and for this reason, its ownership of Barnes Park shall give it a continuing right not only as a city but also as a proprietor to enforce the covenants, conditions, restrictions, and standards of this Master Declaration.

ARTICLE XII

Phillips Street Parcels

12.1 Conditions for Residential Use. Notwithstanding any other provisions of this Master Declaration, it shall be permissible to use for residential purposes part or all of the land shown on the Land Development Map (Exhibit A) as the Phillips Street Parcels, which tract is more particularly described in Exhibit D, which is attached hereto and incorporated herein by this reference. However, such use shall be permitted only on the condition that the owner or owners thereof do not object to any uses of the Center approved by this Master Declaration, the Declarant or the Association. This obligation not to object, as well as an obligation not to claim any right to special protection or buffering from the Center, shall be included in any deeds conveying part or all of the Phillips Street Parcels to new owners. Nothing herein shall preclude the Declarant or the Association from installing appropriate buffering between such residential uses and the rest of the Center on their own initiative.

12.2 Governmental Interests. Neither the Association, the Declarant, any Member, Owner, association, or other Person with an interest in the Center shall have the power to take or shall take any action which would preclude annexation of the Phillips Street Parcel by the City of Kaysville, Utah or Layton, Utah, as the Declarant in its sole discretion may decide, including seeking annexation by any other governmental body, seeking incorporation as a municipality, seeking status as a statutory special service district, or seeking to merge in all or part with any special purpose district. The City of Kaysville, Utah, shall have the authority to enforce this Section 12.2.

Without objection, the Association shall permit the Declarant to designate sites within the Center for fire, police, water, or sewer facilities.

ARTICLE XIII

Constructive Notice and Acceptance

Every person or entity who now or hereafter owns, occupies, or acquires any right, title, or interest in or to

any portion of the Center is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction, and standard contained herein.

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ARTICLE XIV

Insurance

14.1 Insurance. The Declarant or, if it has been created, the Association shall acquire and maintain insurance against insurable hazards in amounts which reasonably provides coverage against loss and or liability to that portion of the Project owned, managed or maintained by the Declarant or the Association and arising from the hazards insured against. Such insurance coverage may be written in the name of, and the proceeds thereof payable to, the Declarant or the Association. Such insurance may include, but is not limited to fire insurance, comprehensive liability insurance and Workmen's Compensation Insurance. Premiums for insurance carried by the Association may be Common Expenses included in the General Assessment of charges made by the Association. The Association, when and if it is created, shall make available to Owners upon written request information concerning the type and amount of any such insurance secured by it. The Declarant shall have no obligations with respect to insuring the Center other than carrying such insurance, if any, as the City, in its sole discretion, normally carries to cover all of its affairs. The Declarant shall make available information regarding coverage that may exist to Developers or Owners on request, but nothing herein shall be construed as creating any obligation on the part of Declarant to provide insurance coverage that would inure to the benefit of parties other than Declarant.

14.2 Security. The Declarant or the Association may, but shall not be obligated to, maintain or support certain activities within the Center designed to make the Center safer than it otherwise might be. Neither the Declarant nor the Association shall in any way be considered insurers or guarantors of security within the Center, however, and neither the Declarant nor the Association shall be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. Each Owner, tenant, guest or invitee of an Owner, as applicable, acknowledges and understands that the Declarant, the Association, or its Board are not insurers and that each Owner, tenant, guest and invitee assumes all risks for loss or damage to persons or to property in the Center and further acknowledges that Declarant, the Association, its Board, and the Committee have made no representations or warranties nor has any Owner, tenant, guest or invitee relied upon any representations or warranties, expressed or implied,

including any warranty of merchantability or fitness for any particular purpose, relative to any fire and or burglar alarm systems recommended or installed or any security measures undertaken within the Center.

ARTICLE XV

Use of Center Name

No Person shall use the term "Westland Business Center" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant or the Association. However, Owners may use the term "Westland Business Center" in printed or promotional matter where such term is used solely to specify that particular property is located within the Center.

ARTICLE XVI

Waiver

Neither Declarant or Association nor their successors or assigns shall be liable to any Owner or Occupant of the property by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this Master Declaration. Every Owner or Occupant of any of said property by acquiring its interest therein agrees that it will not bring any action or suit against Declarant or Association to recover any such damages or to seek equitable relief because of same.

ARTICLE XVII

Covenants, Conditions, Restrictions and Standards Run with Land

All covenants, conditions, restrictions, and standards and agreements herein contained are made for the direct, mutual, and reciprocal benefit of each and every Parcel of the property; shall create mutual equitable servitudes upon each Parcel in favor of every other Parcel; shall create reciprocal rights and obligations between respective Owners and Occupants of all Parcels and privity of contract and estate between all grantees of said Parcels, their heirs, successors, and assigns; and shall, as to the Owner and Occupant of each Parcel, his heirs, successors, and assigns, operate as covenants running with the land, for the benefit of all other Parcels, except as provided otherwise herein.

ARTICLE XVIII

Rights of Mortgagees

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18.1 Rights of Mortgagees Not Impaired. No breach of any covenant, condition, or restriction herein contained, or any enforcement thereof, shall defeat or render invalid the lien of any Mortgage now or hereafter executed upon the Center or a portion thereof, provided, however, that if any portion of said property is sold under a foreclosure of any Mortgage, any purchaser at such sale and its successors and assigns shall hold any and all property so purchased subject to all of the covenants, conditions, restrictions, and standards contained in this Master Declaration.

18.2 Notices of Action. A holder, insurer, or guarantor of a first Mortgage, who provides written request to the Declarant or the Association stating the name and address of such holder, insurer, or guarantor and identifying the Parcel of Center property affected (an "Eligible Holder"), will be entitled to timely written notice of:

- (a) any proposed termination of the Association.
- (b) any condemnation loss or any casualty loss which affects a material portion of the Center or which affects any Parcel on which there is a first mortgage held, insured, or guaranteed by such Eligible Holder;
- (c) any delinquency in the payment of Assessments or charges by an Owner of a Parcel subject to the mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days;
- (d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Declarant or the Association; or
- (e) any proposed action which would require the consent of Eligible Holders.

ARTICLE XIX

General Provisions

19.1 Captions. The captions of articles and sections herein are used for convenience only and are not intended to be a part of this Master Declaration or in any way to define, limit, or describe the scope and intent of the particular article or section to which they refer.

19.2 Effect of Invalidation. If any provision of this Master Declaration is held to be invalid by any court, the invalidity of such provision shall be deemed to be severable and shall not affect the validity of the remaining provisions hereof.

19.3 Enforcement. Declarant, any Owner or, if the Association has been created, the Association 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 Master Declaration. Failure of Declarant, any Owner, the Association, its Board, or the Committee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

19.4 Duration. The covenants, conditions and restrictions of this Master Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Master 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 8.1 of this Master Declaration.

19.5 No Severance of Right from Ownership of a Parcel. No purchaser or Owner of any Parcel shall convey his interest under this Master Declaration in the Association formed pursuant to the provisions hereof, and no member of the Association shall convey, transfer, sell, assign or otherwise dispose of his membership rights in the Center without at the same time conveying, selling and transferring his interest in the parcel to which his membership attaches, and the membership shall be transferred only to a new Owner or purchaser of the Parcel to which membership is attached.

19.6 Number and Gender. 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.

19.7 Interpretation. This Master Declaration shall be liberally construed to effect all of its purposes.

DECLARANT: KAYSVILLE CITY CORPORATION
A Utah Municipal Corporation

BY Gerald A. Purdy
Gerald A. Purdy, Mayor

Linda Ross
Linda Ross, City Recorder



County of Davis)
) ss.
State of Utah)

THIS IS TO CERTIFY that on this 18th day of March, 1988, before me, the undersigned, a notary public in and for the state of Utah, duly commissioned and sworn, personally appeared Gerald A. Purdy and Linda Ross, who acknowledged and affirmed that they are respectively the Mayor and Recorder of Kaysville City, Utah and that they executed the foregoing instrument on behalf of Kaysville City Corporation.

My Commission Expires:

10-13-89

Marjorie Brande
Notary Public
Residing at
Kaysville, Utah

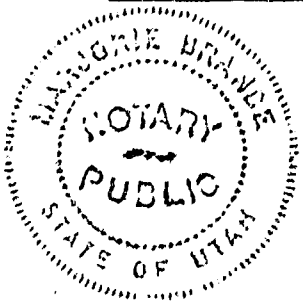


EXHIBIT A

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Land Development Map

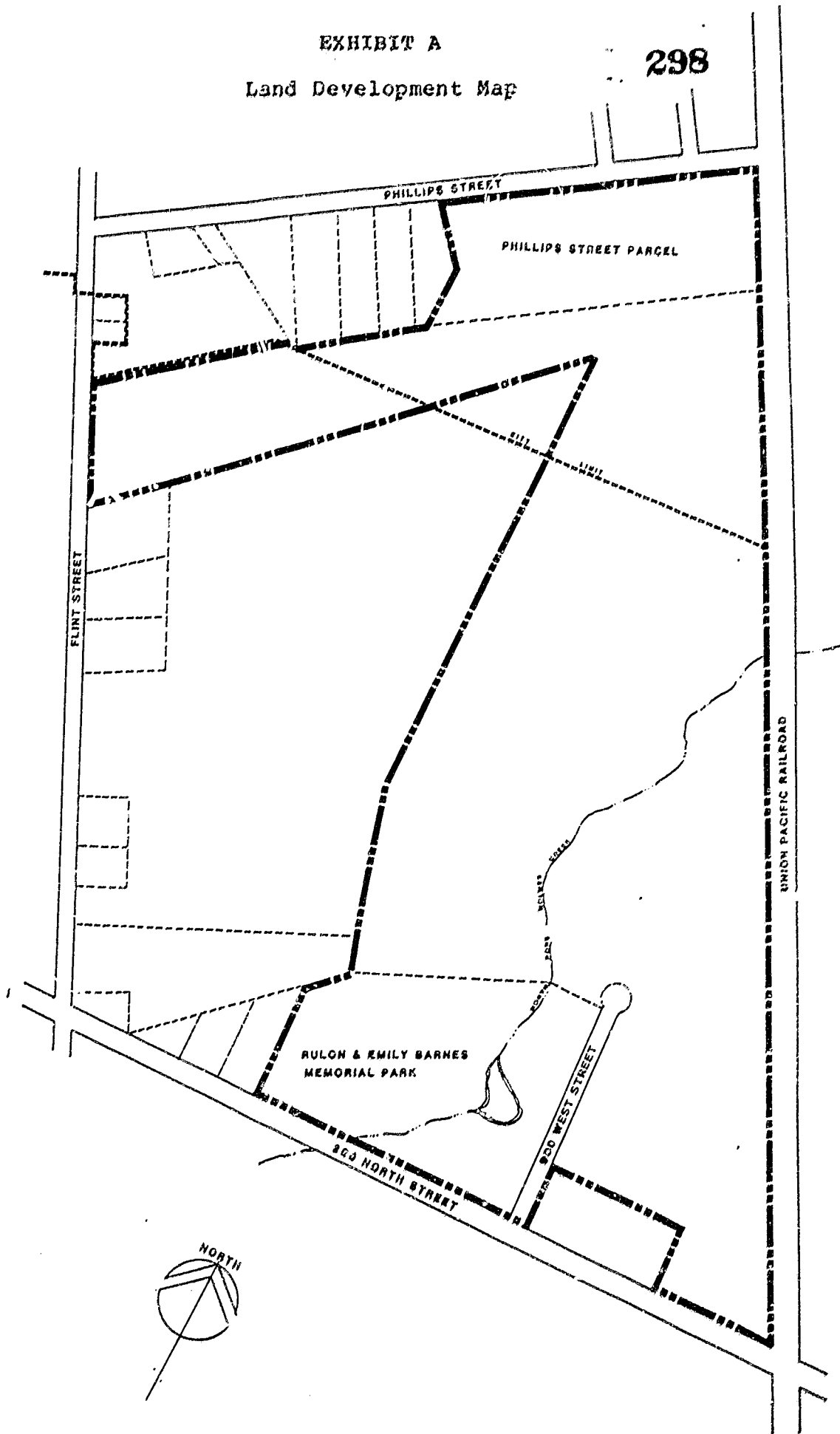


EXHIBIT B

Legal Description of the
Westland Business Center

Serial # 11:063:0023:

Beginning 870.2 feet West from South East corner of South West 1/4 of Section 28, 4 North, 1 West, Salt Lake Meridian, North 49°13' East 310 feet, North 297 feet, North 73°22' East 3.70 Chains, North 1°, East 8.90 Chains South 58°38', West 13.40 Chains, South 35° East 4.70 Chains, South 5° West 2.80 Chains, South 9°45' East 3.33 Chains, South 24°30' West 1.10 Chains, East 113 feet to beginning. Contains 10.105 acres. Beginning at a point 879.2 feet West of South East corner of South West 1/4 of Section 28, 4 North, 1 West, Salt Lake Meridian; thence West 113.2 feet South 21°0' West 134.8 feet, North 49°13' East 217.8 feet to beginning. Contains .283 acres. Also beginning at a point 640.2 feet West 198 feet North from South East corner of South West 1/4 of Section 28, 4 North 1 West, Salt Lake Meridian, North 49°13' East 312 feet, North 1°0' East 197 feet; South 73°22' West 242.2 feet, South 1°0' West 297 feet to beginning. Contains 2.101 acres. Total in all = 12.489 acres.

SW-28
NW-33
4N-1W

Serial # 11:063:0024:

Beginning at the South East corner of the South West 1/4 of Section 28, Township 4 North, Range 1 West, Salt Lake Meridian; West 6.3 Chains, North 1°0' East 18 Chains to Southerly line of a 4 Rod Road, North 58°38' East along Southerly line of road 323 feet M/L, to Westerly line of Rail Road R/W; South 24°51' East 1471.2 feet along Westerly line of R/W, South 31°02' West 24.4 feet to South boundary of Section 28; West 486.24 feet to beginning. Contains 18.27 acres.

SW-28
5/2-28

Serial # 11:095:0004:

Beginning 6.50 Chains East, 7.25 Chains South 22°39' East from North West corner, Section 33, 4 North, 1 West, Salt Lake Meridian, North 54°45', East 19.86 Chains, South 9°45' East 3.33 Chains, South 24°30', West 1.10 Chains, South 21° West 134.80 feet, South 49°13' West 1068 feet, North 22°39' West 6.85 Chains to beginning. Contains 11.12 acres.

SW-28
NW-33

Serial # 11:096:0013:

Beginning at the North East corner of the North West 1/4 of Section 33, Township 4 North, Range 1 West, Salt Lake Meridian; South 22°30' East along the former West line Kaysville City, 8 Chains M/L; North 31°02' East 586.1 feet to North boundary of Section 33; West 486.24 feet to beginning. Contains 3.70 acres.

NE-33

Serial # 11:096:0014:

N 1/2-33
Beginning at the North East Corner of the North West 1/4 of Section 33, Township 4 North, Range 1 West, Salt Lake Meridian; West 6.3 Chains, South 1°0' West 21 Chains, South 14°0' East 696 feet to fence line; thence along fence line North 66°14' East 11.85 Chains M/L to Center North Fork of Holmes Creek; thence following Center of Creek North 28°06' West 376.86 feet M/L to point on Center of Creek which bears 21.38 Chains South and South 89°30' East 4.04 Chains from point of beginning, North 15°15' East 1.25 Chains along center of Creek; thence North 89°0' West 94.07 feet, North 0°42' West 830.12 feet, North 22°30' West 8 Chains to North boundary of Section 33 and point of beginning. Contains 25.43 acres.

Serial # 11:096:0031:

N 1/2-33
Commencing at a point in a fence line along the North boundary of 200 North Street, starting point being located North 4.66 feet and East 696.04 feet from the center of Section 33, Township 4 North, Range 1 West, SLM, (Basis of bearing = South 86°40'45" East from SD Center of Section to the center of the North Radar Dome); thence the following bearings and distances along fence lines: North 88°50'56" West 1094.11 feet; thence North 1°07'23" East 460.73 feet; thence North 50°30'21" East 178.57 feet; thence North 65°20'42" East 716.93 feet; thence South 88°50'56" East 312.98 feet; thence South 1°07'23" West 889.15 feet to the point of beginning. Contains 18.87 acres.

Serial # 11:096:0033:

A part of the Southeast Quarter of Section 28, Township 4 North, Range 1 West, and the East half of Section 33, Township 4 North, Range 1 West, Salt Lake Base and Meridian:

NE-33
Beginning at the intersection of the Northerly right-of-way line of 200 North Street, and the Westerly right-of-way line of the Union Pacific Railroad, said point also being North 89°49'30" West 912.75 feet along the Section line and South 25°17'19" East 12.97 feet from the East Quarter corner of Section 33, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 88°50'56" West 514.88 feet along said Northerly line; thence North 1°07'23" East 240.0 feet; thence North 88°50'56" West 570.89 feet; thence North 1°07'23" East 649.14 feet; thence North 88°50'56" West 293.03 feet, to the centerline of Holmes Creek; thence along said centerline the following two (2) courses: North 32°18'12" West 356.86 feet and North 21°35'56" East 123.68 feet; thence North 89° West 70.81 feet to a point which is South 1330.56 feet and South 89° East 188.10 feet from the North Quarter corner of said Section 33, thence North 0°42' West 825.0 feet; thence North 31°02' East 615.94 feet to the Westerly right-of-way line of said Union Pacific Railroad; thence South 25°17'19" East 2972.07 feet along said Westerly line to the Point of Beginning. Contains 41.5386 acres.

Serial # 11:096:0035

NE-33
Beginning at a point located North $89^{\circ}49'30''$ West 912.75 feet to the westerly right-of-way line of the Union Pacific Railroad, South $25^{\circ}17'19''$ East 12.97 feet along said westerly right-of-way line to the northerly right-of-way line of 200 North Street, and North $88^{\circ}50'56''$ West 1085.77 feet along said northerly right-of-way line from the East one-quarter corner of Section 33, Township 4 North, Range 1 West, Salt Lake Base and Meridian and running thence North $1^{\circ}07'23''$ East 240.0 feet; thence South $88^{\circ}50'56''$ East 35.0 feet; thence South $1^{\circ}07'23''$ West 240.0 feet to the northerly right-of-way line of 200 North Street; thence along said northerly right-of-way line North $88^{\circ}50'56''$ West 35.0 feet to the point of beginning. Contains 0.1928 acre.

EXHIBIT C

Legal Description of

Rulon and Emily Barnes Memorial Park

Serial # 11:096:0031:

Commencing at a point in a fence line along the North boundary of 200 North Street, starting point being located North 4.66 feet and East 696.04 feet from the center of Section 33 Township 4 North 10 Range 1 West, Salt Lake Meridian, (basis of bearing = South 86°40'45" East from SD center of Section to the center of the North radar dome); thence the following bearings and distances along fence line: North 88°50'56" West 1094.11 feet; thence North 1°07'23" East 460.73 feet; thence North 50°30'21" East 178.57 feet; thence North 65°20'42" East 716.93 feet; thence South 88°50'56" East 312.98 feet; thence South 1°07'23" West 889.15 feet to the point of beginning. Contains 18.87 acres.

N 1/2-33

EXHIBIT D

Legal Description of
Phillips Street Parcel

5/2-28
pt. 11-063-0023+00K4

Beginning at a point in the southerly line of a 4 rod road said point being located West 6.3 chains and North 1°0' East 18 chains from the Southeast corner of the Southwest 1/4 of Section 28, Township 4 North, Range 1 West, Salt Lake Meridian;
thence North 58°38' East along said southerly line 323 feet to the westerly line of a railroad right-of-way,
thence South 24°51' East along said westerly right-of-way line 461.37 feet;
thence South 58°38' West 1244.69 feet;
thence North 5° East 2.8 chains;
thence North 35° West 4.7 chains to the southerly line of the above-referenced 4 rod road;
thence North 58°38' East 13.4 chains along said southerly line to the point of beginning.
Contains 12.48 acres