

WHEN RECORDED RETURN TO:

PARKWAY CROSSROADS, LLC
3688 East Campus Drive, Suite 100
Eagle Mountain, Utah 84005

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PARKWAY CROSSROADS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereafter "Declaration") is made on the date evidenced below by Parkway Crossroads, LLC, a Utah limited liability company (hereafter "Declarant").

RECITALS

A. The Declarant is the owner of certain land in Utah County, Utah, shown on the plat entitled, "Parkway Crossroads" recorded among the Recorder's Office of Utah County, Utah, Recorder's Office (the "Recorder's Office"), in Plat Book 112975, No. 2007.

B. It is the intention of the Declarant to develop and improve the land, subject to this Declaration as a commercial real estate complex, and to insure a uniform plan and scheme of development therein.

C. An Architectural Review Committee shall manage the construction and building standards for the Lots.

E. Unto that end, the Declarant has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants"), as set forth herein for the following purposes:

- (1) To ensure uniformity in the development of the Lots (as hereinafter defined).
- (2) To insure the maintenance of aesthetic quality and property values of the Lots (as hereinafter defined) in the Property (as hereinafter defined).
- (3) To facilitate the sale by the Declarant, its successors and assigns, of the land in the Property by reason of its ability to assure such purchasers of uniformity.
- (4) To provide for the benefit of the Owners, the preservation of the value and amenities in the Property, and the maintenance of certain reserved open spaces (if any), including but not limited to easements, charges and liens, herein below set forth.

NOW, THEREFORE, the Declarant does hereby establish and impose upon the Property (as hereinafter defined), the Covenants for the benefit of, and to be observed and enforced by, the Declarant, its successors and assigns, as well as by all purchasers of Lots, to wit:

ARTICLE I

DEFINITIONS

Section 1.1: “Architectural Review Committee” Shall mean a temporary committee established by this Declaration consisting of the Declarant, and appointees of the Declarant, to serve during the Architectural Control Period. Thereafter the committee shall be dissolved.

Section 1.2: “Community Wide Standard” Shall mean the standard of building, maintenance, or other activity generally prevailing in the community, as defined by the Architectural Review Committee.

Section 1.3: “Declaration” Shall mean and refer to this Declaration.

Section 1.4: “Improvement” Shall mean any structure, building, Landscaping, garage, fence, wall, or other structure of Landscaping, sign or signage, or other meaningful addition or alteration constructed or added to a Lot.

Section 1.5: “Landscaping” Shall mean lawn, shrubs, flowers, trees and natural foliage located or placed upon a Lot.

Section 1.6: “Lot” Shall mean any individual parcel shown upon the Map of the Subdivision, which may be legally conveyed by reference only to the number of such Lot designated on the Map.

Section 1.7: “Map” Shall mean the official subdivision plat map recorded on the ____ day of _____ 200__, as Entry No. _____ in Book _____ at Page _____ of the official records in the office of the Utah County Recorder, State of Utah, as the same may be amended from time to time.

Section 1.8: “Mortgage” Shall mean any instrument creating a lien with respect to a Lot including a mortgage, deed of trust or any similar security agreement.

Section 1.9: “Mortgagee” Shall mean the holder of the obligation secured by a Mortgage.

Section 1.10: “Owner” Shall mean the recorded owner of a fee simple title to any Lot which is a part of the Subdivision. In an event that more than one party shall be the record Owners of a Lot, then for all purposes under this Declaration, all such parties shall be required to act jointly as the Owner of such Lot.

Section 1.11: “Property” Shall mean all the real property described in Exhibit “A” hereto, consisting of all Lots in Parkway Crossroads.

Section 1.12: “Structural Maintenance Areas” Shall mean, as the same may from time to time exist, all parts of a building, including exterior surfaces of all structures and the exterior roofing material of the structures.

ARTICLE II

SUBMISSION & PURPOSE

Section 2.1: *Submission*

The Property and Lots referred to in Exhibit "A" shall be held, sold, conveyed, leased, occupied, resided upon and hypothecated subject to the covenants, conditions and restrictions of this Declaration; which covenants, conditions and restrictions shall run with the land, are established for the purpose of protecting and preserving the value of each and every part of the Property, and which shall be binding upon each and every party which shall at any time have any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

NOTES

Section 2.2: *Purpose of Declaration.*

The purpose of this Declaration is to ensure the use of the Property for attractive commercial and retail purposes and to prevent the impairment of the attractiveness of the Property, and to maintain the desired tone of the Subdivision, and thereby to secure to each Owner the full benefit, enjoyment and value of their Lot, with no greater restriction on the free and undisturbed use of their site than is necessary to ensure the same advantages to the other Owners.

ARTICLE III

*DECLARANT AND ASSOCIATION RIGHTS***Section 3.1: Administrative Control of Association.**

Declarant shall assume full administrative control of the Property through the Board of Directors and an appointed Architectural Review Committee until turnover by the Declarant. Turnover shall occur upon Declarant conveying all Lots in the Property or if Declarant elects to relinquish control of the Property at an earlier time by written notice to Owners.

The Architectural Review Committee may consist of the same members as the Board of Directors.

Declarant may appoint to the Architectural Review Committee such members as Declarant sees fit and as many members as Declarant deems necessary to carry out the functions of the Architectural Review Committee.

Section 3.2: Other Rights.

In addition to any other rights under this Declaration, as long as Declarant owns at least one (1) Lot within the Property, Declarant may exercise, permit to exist, or delegate the following rights:

(a) Votes. Declarant shall have four (4) votes for each Lot owned by Declarant.

(b) "For Sale" Signs. May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant, and required to be located at reasonable locations on the Property.

(c) Approval of Amendments. For so long as the Declarant owns at least one (1) Lot

within the Property, Declarant must approve all amendments to the Declaration.

Section 3.3: Easements Reserved to Declarant and Association.

Declarant and the Association may exercise, permit to exist, or delegate the following rights:

(a) The reservation to Declarant, its successors and assigns, and to the Association of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Public Utility Easement," "Shared Access Agreement," "Shared Facilities Agreement," or otherwise designated as an easement area over any road or on the Property, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat. There is hereby reserved to the Association on behalf of all Lot Owners, cross-easements for parking and access

(b) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located, together with the right; and

(c) An easement granting the privilege of entering upon the Property for such purposes and making openings and excavations thereon, which openings and

excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to effect such purposes.

(d) The reservation to Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Property for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the project and the provision of utility services, and related services and facilities.

(e) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Plat.

(f) The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Community except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the

Architectural Review Committee.

(g) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any Structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

(h) Declarant further reserves unto itself, for itself and any Builder and their successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property, other than those Lots conveyed to Owners, for all purposes necessary or appropriate to the full and final completion of construction of the Community.

The Declarant will take reasonable steps, and will ensure that any Builder takes reasonable steps, to avoid unduly interfering with the beneficial use of the Lots by Owners.

NOTES

ARTICLE IV

GENERAL USE RESTRICTIONS AND ARCHITECTURAL GUIDELINES

Section 4.1: Land Use and Building Type.

Except as may be specifically provided in this Article IV, no building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) commercial building.

Section 4.2: Subdivision of Lot.

No Lot may be divided, subdivided or separated into smaller parcels unless approved in writing by (1) the Architectural Review Committee, which approval shall be granted, if at all, in accordance with this Declaration, and (2) by Eagle Mountain City.

Section 4.3: Use of the Street Area.

The streets servicing the subdivision shall be used only in a manner consistent with the commercial nature and with the use restrictions applicable to Lots. All streets and parking areas shall be maintained so as to provide free and open access and use to all Lot Owners and their invitees or guests throughout the Property. No Owner shall place anything on any street or parking area which inhibits such access and use.

Section 4.4: Use of Lots.

All Lots are intended to be improved with commercial and/or retail buildings. No Lot or building shall be used, occupied or altered in violation of law, so as to jeopardize the support of any other Lot or building, so as to create a nuisance or interfere with the rights of any Owner. No Lot shall introduce a use or building size that exceeds such Lot's ability to accommodate parking within that Lot alone. Nothing in this Declaration shall be construed so as to prevent Lot Owners from selling or

leasing parking rights to other Lot Owners within the Property. Nothing shall be built or placed upon a Lot which interferes with another Lot Owners (or his guests or invitees) access to and through all parking areas and roads within the Property.

Section 4.5: Governmental Regulations.

All applicable governmental rules, regulations, and ordinances of Eagle Mountain City, Utah County, or otherwise, must be complied with regarding activities within the Subdivision. When a subject is covered both by this Declaration and a governmental rule, restriction, or ordinance, the more restrictive requirements shall be met.

Section 4.6: Temporary Structures, etc.

No structure of a temporary character, or trailer, camper, tent, shack, garage, shed or other outbuilding shall be used on any Lot either temporarily or permanently, unless first expressly approved in writing by the Architectural Review Committee.

Section 4.7: Deviations.

Deviations from the standards set forth in this Declaration will be allowed only upon written approval by the Architectural Review Committee for good cause shown.

Section 4.8: Buildings on Lots.

All buildings or improvements must have a setback from the road and lot lines as required by Eagle Mountain City.

Section 4.9: *Building Features and Materials.*

All landscaping, fencing, and signage must be approved by the Architectural Review Committee in writing prior to any construction, erection, or implementation thereof.

(a) Exterior Building Wall Materials. Brick, stone, stucco, wood, and Masonite are permitted for the exteriors of buildings and accessory buildings. The use of any other materials for such buildings shall require the prior approval of the Architectural Review Committee.

(b) Roof Soffit and Facia. The use and approval of roof design, soffit and facia material is subject to approval by the Architectural Review Committee.

(c) Fences and Walls. Fencing and walls shall be constructed of stucco, masonry, stone, or wrought iron. Fences and walls are to be color coordinated with the approved building colors. These restrictions are to be supplemented by any further requirements of Eagle Mountain City and the Architectural Review Committee. All fencing and walls shall be consistent in color and material with the existing fencing both within the Property and with the fencing of surrounding properties.

(d) Paving. Driveways and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile brick or paving blocks. Gravel areas are not permitted.

(e) Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors, and all equipment must be screened from view.

(f) Sheet Metal, Flashings and Vents. All sheet metal, flashing, vents and pipes must be colored to match the material to which they are attached or from which they project, with the exception of copper.

(g) Mechanical Equipment. All air conditioning, heating equipment and soft water tanks must be screened from view and insulated for sound attenuation.

(h) Gas and Electric Meters. Meter locations are to be designed into the architecture of the Building and screened from view.

(i) Exterior Lighting. Each Lot Owner may use indirect lighting to provide site and entry driveway lighting. All exterior side lighting is to be indirect. Owners shall be permitted to utilize accent and spotlights within their Lots at their own cost.

(j) Landscape and Preparations Guides. All demolition, clearing, grubbing, stripping of soil, excavation, compaction, and grading must be performed within the confines of the Owner's Lot.

(k) Site Grading and Drainage. It is each Lot Owner's responsibility to mitigate his/her own Lot's water runoff. It is required that each Lot Owner retain his/her Lot water runoff in accordance with the approved Parkway Crossroads "Grading and Drainage Plan" submitted by the subdivider and/or Declarant in connection with its application for subdivision approval and in accordance with the Parkway Crossroads Master Plan including drainage along private streets which will be retained on site. Each Lot shall be graded for drainage to comply with this requirement. Each Lot Owner shall be required to maintain swells and other storm drain features located in his/her Lot, and shall comply with all Utah State requirements

for storm water protection

(l) County and Other Approval. Approval of any improvements by the Architectural Review Committee does not waive the requirement for any other required public agency review or permit approval process. With the approval of plans, the Architectural Review Committee takes no responsibility for plan conformity to any other criteria than these Use Restrictions and Architectural Guidelines.

Section 4.10: Other Improvements.

All landscaping, fencing, and signage must be approved by the Architectural Review Committee in writing prior to any construction, erection, or implementation thereof.

(a) Completion of Improvements. Unless extended by the Architectural Review Committee, construction of all Improvements, including painting and all exterior finish, shall be completed within twelve (12) months from the beginning of construction so as to present a finished appearance when viewed from any angle. The building areas shall be kept reasonably clean and in workmanlike order during the construction period. All construction activities shall conform with construction rules that may be adopted by resolution from time to time by the Architectural Review Committee. No construction activities shall interfere with the business of another Owner. There shall be no storage of any construction materials on any asphalt without the prior approval of the Architectural Review Committee.

(b) Landscaping. Lots shall be landscaped within twelve (12) months of completion of construction of the building on a Lot.

(c) Additional Design Guidelines. The Architectural Review Committee, may adopt design guidelines intended to supplement this Declaration. All such standards and guidelines, however shall (to the extent reasonable and practical) be consistent with the original Community Wide Standard established by Declarant. All Lot Owners and all builders shall be subject to these design guidelines.

Section 4.11: Outbuildings.

No structure may be erected, constructed or installed on any Lot other than the main building without the approval of the Architectural Review Committee. This includes, but is not limited to, any tent, shack, barn, shed or other any other type of outbuilding.

Section 4.12: General Landscape Restrictions.

As may be subject to further architectural guidelines, all landscape areas from the front of the Building on either side to the streets; which provide access to the subdivision, shall be landscaped with trees sparsely planted in the area so that the architecture of each Building will always remain visible and in view from the street. No monuments such as hedges or other landscape barriers or fences or walls shall divide the boundary lines between the individual Lots.

NOTES

ARTICLE V

ARCHITECTURAL REVIEW: COMMITTEE, REVIEW, & APPROVAL PROCESS**Section 5.1: “Architectural Review Committee”**

The Declarant shall appoint an Architectural Review Committee to enforce the terms of this Article V and all other provisions of this Declaration throughout the period of Declarant control. Thereafter, the Board of Directors may appoint an Architectural Review Committee or the Board and the Architectural Review Committee may be one and the same body.

Section 5.2: Architectural Review.

Any plans/specifications for the original Building being constructed, or an addition of an Improvement upon a Lot by the Owner thereof must be submitted to the Architectural Review Committee for approval at least thirty (30) days prior to commencing construction. All approvals of plans will be performed by the Architectural Review Committee. All landscaping, fencing, and signage must be approved by the Architectural Review Committee in writing prior to any construction, erection, or implementation thereof.

No Improvement shall be commenced, erected, placed or meaningfully altered on any Lot until the plans, specifications and plot plans showing (1) the location on the Lot and nature of such proposed Improvement, (2) all drives, walkways, patios, outbuildings, and similar improvements, the dimensions of all such improvements and distances between the proposed Improvement and the Lot boundaries and other Improvements on the Lot, (3) elevation of sewer as it relates to Building elevation; (4) finish grading plans; (5) complete set of architectural documents, and (6) complete set of all exterior colors in the

form of samples or color chips, with detailed information as to the location of the color and types of all exterior building materials have been submitted to and specifically approved in writing by the Architectural Review Committee. In making its determination, the Architectural Review Committee may consider such factors as (but not limited to) the quality of workmanship and materials, design, harmony of external design with existing project structures, location with respect to topography and finish grade elevation, preservation and enhancement of the natural beauty of the area and safety. Any subsequent changes, improvements, or alterations in such plans must be submitted to the Architectural Review Committee for written approval. Some or all of the requirements if this Section may be waived by the Architectural Review Committee, in the Architectural Review Committee’s sole discretion, upon request of the Owner, with respect to the Architectural Review Committee’s consideration of the approval of the particular Improvement.

The Architectural Review Committee may condition such approval on the Lot Owner depositing cash in the sum of One Thousand Dollars (\$1,000.00) with the Architectural Review Committee (the “Deposit”), the purpose of which Deposit shall be to further insure that the Lot Owner (1) fulfills his responsibility to keep his Lot in a condition so as to prevent the rubbish and debris which accumulates during the construction and/or landscaping process from blowing or collecting on neighboring Lots, and (2) reasonably cleans up his or her Lot at or near the completion of the construction and/or landscaping process. The Deposit may be required by the Architectural Review Committee prior to the commencement of

construction by an Owner, or at anytime during the construction period.

If the Lot Owner fails in either of these responsibilities, the \$1,000.00 Deposit may be retained by the Architectural Review Committee as a fine upon such Lot Owner or as liquidated damages. Additionally, if any such failure is not remedied by the Owner within fourteen (14) days after written notice thereof, the Architectural Review Committee may remedy such condition itself and in connection therewith, it may have reasonable access to the Lot and shall charge the Lot Owner for the cost of the remedy. Upon completion of the construction of the building, and the landscaping of the Lot, in a satisfactory manner, the \$1,000.00 Deposit shall be returned to the Lot Owner by the Architectural Review Committee.

Section 5.3: *Process of Approval.*

Plans and re-submittals thereof shall be approved, disapproved or otherwise acted upon in writing by the Architectural Review Committee within sixty (60) days after their submission to the Architectural Review Committee. Failure by the Architectural Review Committee to respond in writing within sixty (60) days of submittal of plans will be deemed to be an approval if the Owner complies with the following procedure: After sixty (60) days have passed from the submittal of plans without a reply from the Architectural Review Committee, the Owner must send a certified letter to the Architectural Review Committee requesting a response. If the Architectural Review Committee does not respond with an approval or denial of the plans within seven (7) days after the Owner receives receipt of delivery of the certified letter, the plans shall be deemed to be approved. All plans and specifications and other materials shall be submitted in duplicate. One (1) set

shall be returned to the Lot Owner. Any plans and specification shall be approved or disapproved by a writing signed by at least two (2) members of the Architectural Review Committee or by the Declarant during the period of Declarant control.

If, after such plans and specifications have been approved, the Improvements are altered, erected, or maintained upon the Lot otherwise than as approved by the Architectural Review Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Architectural Review Committee having been obtained as required by this Declaration. After the expiration of one (1) year from the date of completion of any Improvement, said Improvement shall, in favor of purchaser and encumbrances in good faith and value, be deemed to comply with all of the provisions hereof unless a notice of such non-compliance or non-completion, executed by two or more member(s) of the Architectural Review Committee shall appear of record in the office of the County Recorder, or legal proceeding shall have been instituted to enforce compliance with these provisions.

The approval of the Architectural Review Committee of any plans or specifications submitted for approval as herein specified for use on any Lot and/or Building shall not be deemed to be a waiver by the Architectural Review Committee of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other Lots or Buildings. Upon approval of the Architectural Review Committee acting in accordance with the provision of this Declaration, it shall be conclusively presumed that the location and size of any improvement

does not violate the provisions of this Declaration.

NOTES

Section 5.4: Non-Liability of Architectural Review Committee

Neither the Architectural Review Committee nor any member thereof shall be liable to any Owner for any loss, damage or injury arising out of, or in any way connected with the performance of the Architectural Review Committee's duties hereunder unless due to the willful misconduct or bad faith of the Architectural Review Committee or an individual member.

The Architectural Review Committee shall review and approve or disapprove all plans submitted to it for any proposed change or alteration, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Project generally, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

ARTICLE VI

EASEMENTS AND FLOOD CONTROL

Section 6.1: *Utility Easements.*

Easements for installations and maintenance of drainage facilities and public utilities are generally reserved over all private roadways, drives, landscaped areas, parking lots, and as otherwise identified on the Map of the Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may reasonably interfere with or damage utilities or drainage facilities. However, the Architectural Review Committee may approve a structure within the easements such as a fence, wall, landscaping, driveway or off-street parking area. It is expressly understood, however, that any such Improvement shall be constructed at the Owner's or the easement holder's sole risk, as the case may be, and as provided in the easement document(s), of having the Improvement partially or wholly removed, dismantled, taken out, or destroyed where necessary because of drainage or public utility servicing, installation, alteration or maintenance. The easement areas within each Lot and all Improvements in such areas shall be maintained continuously by the Association, except for those Improvements for which a public authority or utility company is responsible to maintain.

Section 6.2: *Flood Control Responsibility.*

Individual Lot Owners are to be responsible for the storm water their Lot(s) generate. In no way should on-site water impact surrounding properties. Construction of berms, channels or other flood control facilities, if relevant, is the sole responsibility of the Lot Owner and shall be done in accordance with the flood control district

plans approved by Eagle Mountain City. Such construction shall commence at the time the Lot is graded or otherwise altered from its natural state. Each Lot Owner is responsible to file its own storm water protection plan with the State of Utah. The provisions of this Article VI shall be carried out in addition to, and in accordance with, Article 4, Section 4.9(k) above.

NOTES

ARTICLE VII

DUTIES AND POWERS OF THE ASSOCIATION

7.1 Maintenance Obligations of Owners.

Subject to the duty of the Association to provide for maintenance as provided in this Article VII, it shall be the duty of each Owner, at his sole cost and expense, to maintain, repair, replace, and restore his Lot and all improvements thereon, including, but not limited to, Structural Maintenance Areas. Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance.

7.2 Maintenance Obligations, Duties, and Powers of the Association.

The Association, acting through the Board of Directors, shall have the power and duty to:

(a) **Maintain Lots.** Maintain, repair, and otherwise manage the Lots, exclusive of the Structural Maintenance Areas (interior and exterior of buildings), and replace those elements of the Lots that must be replaced on a periodic basis, including the improvements and landscaping thereon in accordance with the provisions of this Declaration.

(b) **Maintain all private streets and parking areas within the Property,** including cleaning, periodic resurfacing, and snow removal.

(c) **Grant Easements.** Grant easements, rights of way, or strips of land, where necessary, for utilities and sewer facilities over the private roadways, drives, landscaped areas and parking lots.

(d) **Maintain Insurance.** Maintain such policy or policies of insurance as may be determined to be in the best interest of the

Property.

(e) **Employ a Professional Manager and Delegate Duties.** To employ or contract with a professional manager to perform all or any part of the duties and responsibilities of the Association, and shall have the power to delegate its powers to committees, officers and employees. Any such agreement shall be for a term not in excess of three (3) years, subject to cancellation by either party without cause or payment of a termination fee upon ninety (90) days or less written notice. Selection and termination of the professional property manager shall be by a majority of the votes entitled to be cast by the members of the Association

(f) **Enter a Lot to Enforce or Maintain.** Upon reasonable notice, without being liable to any Owner, enter upon any Lot, for the purpose of enforcing by peaceful means the provisions of this Declaration, or for the purpose of maintaining or repairing any such area as required by this Declaration.

(g) **Impose Penalties.** If the owner fails or refuses to pay an assessment when due, the Board of Directors may impose such penalties that it deems fit in order to ensure payment of assessments, in accordance with this Declaration and the Bylaws.

(h) **All Additional Power as Required.** The Association, acting through the Board of Directors, shall also have any and all additional power required to accomplish the duties and functions provided for in this Declaration.

ARTICLE VIII

*ASSESSMENT OBLIGATION****Section 8.1: Obligation to Pay Assessments.***

The Association shall have the right to levy against the Lots in the Property, and the Owners shall be obligated to pay, assessments for the purposes provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in this Article VIII.

Section 8.2: Annual Assessments.

All Lots shall be subject to the following assessments:

(a) The Board of Directors shall determine the assessment rate per year for a Lot. The assessment rate for a Lot shall be calculated according to square foot ownership so that each Lot Owner shall pay their share of the assessments according to the ratio of the square footage of a Lot compared to the square footage of the Property.

(b) The maximum annual assessment for any year may be increased by the Board of Directors, without a vote of the Owners, by up to twenty percent (20%) above the maximum assessment that applied for the previous year or partial year.

(c) The maximum annual assessment may be increased by more than the twenty percent (20%) authorized by Paragraph (b) above only by a vote of at least two-thirds (2/3) of the votes cast by Owners who vote in person or by proxy at a meeting duly called for that purpose, or through mail-in ballot.

(d) The Board may fix the annual assessment at any amount not in excess of the maximum that then applies.

(e) **Common Expenses.** Annual assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all expenses arising out of or connected with the maintenance and operation of the Common Areas or of the Improvements Exteriors, and furnishing utility and other services to the Project. Such estimated expenses may include, without limitation, the following: expenses of management; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs, maintenance, and cleaning of the Common Areas and Improvements Exteriors; landscaping; snow removal; wages of Association employees; fees for a Manager; trash removal; utility charges, including charges for utility services to the Units to the extent not separately metered or billed; legal and accounting fees; any deficit remaining from a previous period; creation of an adequate contingency reserve, maintenance reserve, and/or sinking fund; creation of an adequate reserve fund for maintenance, repair, and replacement of those Common Areas and Improvements Exteriors that must be replaced on a periodic basis; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under this Declaration. The aggregate of all such items shall be included in the Common Expenses.

(f) **Annual Budget.** Annual assessments shall be determined on the basis of a full calendar year. At or before the initial meeting of the Owners, and at or before each annual meeting of the Owners, or as soon thereafter as is reasonably practical, the Board of Directors shall prepare and furnish to each Owner an operating budget for the year or partial year concerned. The budget shall itemize the

estimated Common Expenses for such year or partial year, anticipated receipts, and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the annual assessments for the year or partial year concerned and as the major guideline under which the Project shall be operated during such period.

(g) Notice and Payment. The Board of Directors shall, at the initial meeting of the Owners and at each annual meeting of the Owners, or as soon thereafter as is reasonably practical, notify each Owner in writing as to the amount of the annual assessment against his Lot. Except as otherwise provided by the Board, each annual assessment shall be payable in equal monthly installments to be made over the course of the year or partial year to which the assessment relates. Any unpaid installment of an annual assessment shall bear interest at the rate of eighteen percent (18%) per annum, from 15 days after the date such installment becomes due until it is paid. The Board of Directors shall also have the right to assess a late fee of up to five percent (5%) of any assessment installment not paid within 15 days following the due date thereof. The failure of the Board of Directors to give timely notice of any annual assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay that or any other assessment.

(h) Inadequate Funds. In the event that the funds available to the Association prove inadequate to pay the Common Expenses at any time or for any reason, including nonpayment of any Owner's assessment, the Board of Directors may, on behalf of the Association, levy additional assessments in accordance with the procedure set forth in Section 8.3 below, except that the vote therein

specified shall be unnecessary.

Section 8.3: Special Assessments.

In addition to the annual assessments authorized by this Article, the Board of Directors may, on behalf of the Association, levy, at any time and from time to time, special assessments, payable over such period as the Board of Directors may determine, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of the Property or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. Any such Special Assessment shall require the affirmative vote of at least two-thirds (2/3) of the total votes of the Association, which shall be cast in person or by proxy at a meeting of the Owners called for the purpose of voting for or against such a Special Assessment or by written ballot in accordance with the Bylaws of the Association. This Section shall not be construed as an independent source of authority for the Association to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Notice in writing of the amount of each such special assessment and the time for payment thereof shall be given promptly to the Owners; no payment shall be due less than 15 days after such notice is given. Any unpaid portion of a special assessment shall bear interest at the rate of eighteen percent (18%) per annum, from 15 days after the date such portion becomes due until it is paid.

Section 8.4: Apportionment of Assessments.

The amount of any annual or special assessment that is to be levied against each Lot shall be based upon, and in direct proportion to, the percentage of square footage contained in a Lot compared to the entire square footage of

the Property. Notwithstanding the foregoing, however, Lots shall not be subject to either annual or special assessments until the time that a Lot has been constructed upon and landscaped to a point where that Lot must be maintained by the Association, as determined by the Board of Directors;

Section 8.5: Lien for Assessments.

All sums assessed to the Owner of any Lot pursuant to the provisions of this Article, together with late charges and interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article, the Board of Directors may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and information adequate to identify the Lot. Such a notice shall be executed by a duly authorized officer of the Association and may be recorded in the office of the Recorder of the County in which the Property is located. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by foreclosure and sale conducted in accordance with the provisions of law applicable to judicial foreclosure of mortgages, or non-judicial foreclosure of trust deeds, or in any other manner permitted by law. In any such foreclosure proceeding the Owner shall be required to pay the costs and expenses of the proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessment against the Lot which may become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Board of Directors shall have the right and power on behalf of the Association to bid in at

any foreclosure sale and to hold, lease, Mortgage, or convey the subject Lot in the name of the Association.

The Association may file a "Notice of Continuing Obligation" with the County Recorder against each Lot in the Property which gives formal notice to owners, or prospective owners, that a Lot is subjected to certain covenants, conditions and restrictions, which include the payment of common assessments to the Association and lien rights in favor of the Association for failure to pay the same

Section 8.6: Personal Obligation of Owner.

The amount of any annual or special assessment against any Lot shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Property or by abandonment of his Lot or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for an unpaid assessment, the Owner involved shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

Section 8.7: Liability of Purchaser.

The personal obligation of an Owner to pay unpaid assessments against his Lot as described in the foregoing Section 8.6 shall not pass to successors in title unless assumed by them. However, a lien to secure unpaid assessments shall not be affected by conveyance of the Lot, unless such conveyance

occurs as a result of foreclosure of a First Mortgage, in which case the foreclosure shall extinguish the lien for any assessments that were payable before the foreclosure sale, but not after it. Any and all delinquency in assessments shall be paid in full at the time of conveyance of a Lot by an Owner.

Section 8.8: Reserve Fund.

The Association may in its discretion establish and maintain a reserve fund for the payment of unforeseen expenses or for other such uses. The reserve fund shall be funded out of annual assessments for the Common Expenses.

Section 8.9 Evidence of Payment of Annual and Special Assessments.

Upon receipt of a written request by an Owner or any other person, the Association within a reasonable period of time thereafter shall issue to the requesting party a written certificate, stating (a) that all annual and special assessments (including interest, late charges, costs, and attorneys' fees, if any) have been paid with respect to a specified Lot as of the date of such certificate, or (b) if all annual and special assessments have not been paid, the amount of such annual and special assessments (including interest, late charges, costs, and attorneys' fees, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such a certificate, which charge must be paid at the time the request for the certificate is made. Any such certificate, when duly issued as herein provided, shall, with respect to any matter therein stated, be conclusive and binding upon the Association as against any bona fide purchaser or Mortgagee of the Lot in question.

ARTICLE IX

DURATION AND AMENDMENT

Section 9.1: *Duration.*

NOTES

This Declaration shall continue in full force, unless and until a declaration of termination is recorded with the County Recorder of Utah County, meeting the requirements of an amendment to the Declaration as set forth in Section 9.2 of this Article. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Lot from membership on the Association as long as this Declaration shall continue in full force and effect.

Section 9.2: *Amendment.*

Any amendment to this Declaration must be approved by the Declarant prior to the termination of the Architectural Control Period. Thereafter, amendments to this Declaration may be made by affirmative vote of 66% of all Owners.

ARTICLE X

MISCELLANEOUS

Section 10.1: Severability.

Invalidation of any one of these covenants, or any portion thereof by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Section 10.2: Singular Includes Plural.

Whenever the context of the Declarant requires the same, the singular shall include the plural, and the masculine shall include the feminine.

Section 10.3: Covenants, Etc. Shall Run with the Land.

All of the limitations, restriction, easements, conditions and covenants herein shall run with the land and shall be binding in and for the benefit of all the Property and all parties having or acquiring any right, title or interest in the Property and any part thereof and shall inure to the benefit of each owner and are imposed upon the Property as a servitude in favor of each parcel thereof as the dominant tenement or tenements.

Section 10.4: Limitation on Liability.

Neither the Declarant, its assignee, delegatee, or the Architectural Review Committee shall be liable to any other person for action or failure to act hereunder where such action or failure was in good faith.

Section 10.5: Paragraph Headings.

The headings which precede the paragraphs and sub-paragraphs of this Declaration are for convenience only and in no way affect the manner in which any provision hereof in

construed.

Section 10.6: Foreclosure.

Should any Mortgage be foreclosed on the Property, then the title acquired by such foreclosure and the person or persons who thereupon and thereafter become the owner or owners of such Property, shall be subject to and bound by all the restrictions enumerated herein.

Section 10.7: Effective Date.

This Declaration and any amendment(s) or supplemental(s) thereto shall take effect upon its (their) being filed for record in the Office of the County Recorder of Utah County, Utah.

NOTES

IN WITNESS WHEREOF, The Declarant has executed this instrument the day and year first hereinabove written.

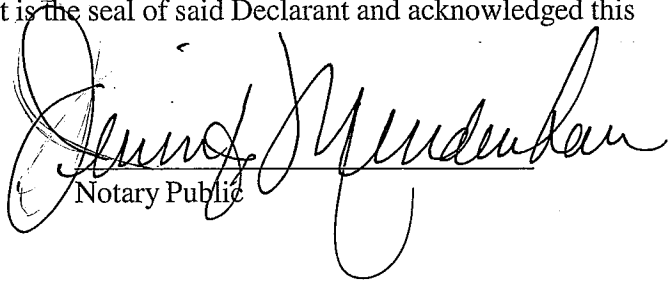
Declarant:

PARKWAY CROSSROADS, LLC


By: Scot Hazard
Its. Manager

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 11th day of March, 2008, Scot Hazard personally appeared before me, being by me duly sworn did that say that he is the authorized agent of the Declarant to execute this document and that the seal affixed to the foregoing instrument is the seal of said Declarant and acknowledged this instrument to be their voluntary act and deed.


Notary Public

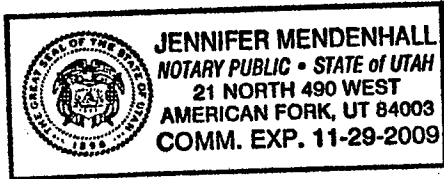


EXHIBIT A
(Legal Description)

EXHIBIT "B"

**BYLAWS
OF
THE PARKWAY CROSSROADS
PROPERTY OWNERS ASSOCIATION**

ARTICLE I

Plan of Lot Ownership

1.1 Name and Location. These are the Bylaws of the Parkway Crossroads Property Owners Association (the "Association"). Parkway Crossroads is a commercial project that has been subjected to Declaration of Covenants, Conditions and Restrictions of the Parkway Crossroads, recorded as Entry No. _____, in Book No. _____, Page _____, Recorder's Office of Utah County, Utah (the "Declaration").

1.2 Principal Office. The principal office of the Association shall be located at the Property or such other office as may be designated by the Board of Directors from time to time.

1.3 Purposes. This Association is formed to serve as a means through which the Lot Owners may take action with regard to the administration, management and operation of the properties and lots therein.

1.4 Applicability of Bylaws. The Association, all Lot Owners, and all persons using the Property shall be subject to these Bylaws and to all rules and regulations which may be adopted pursuant to the Declaration and these Bylaws.

1.5 Composition of Association. The Association shall be composed of all Lot Owners and the Association, itself, to the extent any of these own any Lots of the Property.

1.6 Incorporation of Association.

(a) The Association shall be incorporated under the Utah Revised Nonprofit Corporation Act. The Articles of

Incorporation of the Association shall be consistent with the Declaration and these Bylaws, and these Bylaws shall constitute the Bylaws of the incorporated association.

(b) In the event the incorporated Association shall at any time be dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event, all of the property, powers and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, which vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any such successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the incorporated association as if they had been made to constitute the governing documents of the unincorporated association.

1.7 Definitions. The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

ARTICLE II

Meetings of Association

2.1 Place of Meeting. The Association shall hold meetings at such suitable place convenient to the Owners as may be designated by the Board of Directors from time to time.

2.2 Annual Meetings. Each regular annual meeting of the members shall be held on the same day of the same month of each year at a time and place within the State of Utah selected by the Board of Directors of the Association. If the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

2.3 Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the at least thirty percent (30%) of the members stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

2.4 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days but not more than sixty (60) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

2.5 Voting. Each Lot shall be allocated one vote in the affairs of the Association as provided in the Declaration, with the exception of the Declarant, who shall have four (4) votes for each Lot Owned. The Board of Directors shall be entitled to vote on behalf of any Lot which has been acquired by or on behalf of the Association, except the Board of Directors shall not be entitled to vote such Lots in any election of Directors.

2.6 Proxies, Absentee Ballots and Rights of Mortgagees.

(a) Proxies

(1) A vote may be cast in person or by proxy. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated and signed by such Owner and shall be filed with the secretary in accordance with procedures adopted by resolution of the Board of Directors.

(2) No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy; however, no proxy may be valid for more than eleven (11) months after the date of execution.

(3) No proxy shall be valid if it purports to be revocable without notice.

(4) An Owner may not revoke a proxy given except by actual notice of revocation to the person presiding over a meeting of the Association or to the Board of Directors if a vote is being conducted by written

ballot in lieu of a meeting pursuant to Section 2.12 below.

(5) Every proxy shall automatically cease upon sale of the Lot.

(b) Absentee Ballots. At the discretion (which shall be announced in the formal notice of the meeting) of the Board of Directors, a vote may be cast by absentee ballot.

(c) Mortgage Rights.

(1) An Owner may pledge or assign the owner's voting rights to a Mortgagee. In such a case, the Mortgagee or its designated representative shall be entitled to receive all notices to which the owner is entitled hereunder and to exercise the owner's voting rights from and after the time that the Mortgagee shall have given written notice of the pledge or assignment to the Board of Directors.

(2) Any first Mortgagee may designate a representative to attend all or any meetings of the Association.

2.7 Fiduciaries and Joint Owners.

(a) Fiduciaries. An executor, administrator, guardian, or trustee may vote in person or by proxy, at any meeting of the Association with respect to any Lot owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided, that the person shall satisfy the secretary that he or she is the executor, administrator, guardian, or trustee holding the Lot in such capacity.

(b) Joint Owners. Whenever any Lot is owned by two or more persons jointly,

according to the records of the Association, the vote of the Lot may be exercised by any one of the Owners then present, in the absence of protest by a co-owner. In the event of a protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of the Lot shall be disregarded completely in determining the proportion of votes given with respect to the matter.

2.8 Quorum of Owners.

(a) Except as otherwise provided in the Declaration or these Bylaws, at any meeting of the Association, Owners holding forty percent (40%) of the voting rights, present in person or by proxy, or absentee ballot if permitted under Section 2.6(b) above, shall constitute a quorum.

(b) The subsequent ratification of an Owner, in the action taken at a meeting shall constitute the presence of the person for the purpose of determining a quorum. When a quorum is once present to organize a meeting it cannot be broken by the subsequent withdrawal of an Owner or Owners.

(c) If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.9 Binding Vote. The vote of the holders of more than fifty percent (50%) of the voting rights present, in person or by proxy or absentee ballot if permitted under Section 2.8(b) above, at a meeting at which a quorum is constituted shall be binding upon all owners for all purposes except where a higher percentage vote is required by law, the Declaration, or these Bylaws.

2.10 Order of Business. The order of business at annual meetings of the Association shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees, if any;
- (f) Election of Directors;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

2.11 Meeting Procedure. Unless other rules of order are adopted by resolution of the Board of Directors:

- (a) Meeting of the Association shall be conducted according to the latest edition of Robert's Rules of Order published by the Robert's Rules Association.
- (b) A decision of the Association may not be challenged because the appropriate rules of order were not used unless a person entitled to be heard was denied the right to be heard and raised an objection at the meeting in which the right to be heard was denied.
- (c) A decision of the Association is deemed valid without regard to procedural errors related to the rules of order one year

after the decision is made unless the error appears on the face of a written instrument memorializing the decision.

2.12 Action by Written Ballot in Lieu of a Meeting.

(a) Action by Written Ballot. At the discretion of the Board of Directors, any action, except election or removal of Directors, that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Owner that is entitled to vote on the matter not less than twenty (20) days prior to the date on which the ballots must be received by the Association in order to be counted.

(b) Form and Effect of Ballot

(1) The written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action.

(2) A written ballot may not be revoked.

(c) Information Required in Ballot Solicitations. All solicitations for votes by written ballot must:

(1) State the number of responses needed to meet any applicable quorum requirements and the total percentage of votes needed for approval.

(2) Specify the period during which the Association will accept written ballots for counting, which period shall end on the earliest of the following unless the vote is pursuant to the secrecy procedure described in Subsection (d) of this section:

(A) The date on which the Association has received a sufficient number of approving ballots to pass the proposal;

(B) The date on which the Association has received a sufficient number of disapproving ballots to render the proposal impossible of passage; or

(C) A date certain on which all ballots must be returned to be counted.

(d) Secrecy Procedure. The Board of Directors may elect to conduct a vote pursuant to this section by a secrecy procedure whereby a written ballot is accompanied by:

(1) A secrecy envelope;

(2) A return identification envelope to be signed by the owner; and

(3) Instructions for marking and returning the ballot.

(e) Determination of Vote. The outcome of a vote by written ballot in lieu of a meeting shall be determined by the Board of Directors within forty-eight (48) hours of the deadline for return of ballots, or in the event the ballot return date is postponed, within forty-eight (48) hours of the postponed date. Matters that may be voted on by written ballot shall be deemed approved or rejected as follows:

(1) If approval of a proposed action would otherwise require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed to be

approved when the date for return of ballots has passed, a quorum of owners has voted and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected.

(2) If approval of a proposed action otherwise would require a meeting at which a specified percentage of owners must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for return or ballots has passed and such required percentage has not been met.

(3) Except as provided in Subsection (e)(4) of this section, votes may be counted from time to time before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are entered.

(4) Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

(f) Owner Notification of Ballot Results. Each Owner shall be notified within ten (10) days after the ballots have been counted, by mail or other delivery of written notice, of the results of the ballot meeting or that a quorum of ballots was not returned.

2.13 Action Without a Meeting.

(a) Any action that may be taken at any annual, regular or special meeting of the Association, may be taken without a meeting and without solicitation of written ballots

pursuant to this Section 2.13, if the action is taken by all of the owners entitled to vote on the action.

(b) The action must be evidenced by one or more written consents describing the action taken, signed by all of the owners entitled to vote on the action, and delivered to the Association for inclusion in the minutes or filing with the Association records.

(c) Action taken under this section is effective when the last owner signs the consent, unless the consent specifies an earlier or later effective date. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

ARTICLE III

Board of Directors - Selection, Term of Office

3.1 Number and Qualification

(a) The affairs of the Association shall be governed by a Board of Directors composed of three (3) Directors.

(b) All Directors must be an Owner or the co-owner of a Lot. However, multiple owners of the same Lot may not serve as Directors simultaneously. An officer or employee of a corporation, a partner of a partnership, a trustee of a trust, a personal representative of an estate or an employee of a trust or estate, may serve on the Board if the corporation, partnership, trust or estate owns a Lot.

3.2 Vacancies. Vacancies on the Board of Directors, caused by any reason other than the removal of a director by a vote of the Association, shall be filled for the balance of the term of each Directorship by vote of a majority of the remaining Directors even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected upon expiration of the term for which the person was elected by the other Directors to serve.

3.3 Removal of Directors.

(a) At any annual or special meeting, other than a meeting by written ballot conducted pursuant to Section 2.12 above, any one or more of the Directors, other than interim Directors, may be removed, with or without cause, by a majority of the Owners present in person or by proxy, at a duly constituted meeting. A successor may be elected at that meeting to fill the vacancy thus created. The notice of the meeting must state that the removal is to be considered and any

Trustee whose removal has been proposed by the owners may be given an opportunity to be heard at the meeting.

(b) The Board of Trustee, pursuant to Section 6.2(c) below, may declare the office of a member of the Board of Trustee to be vacant in the event such member is absent from three (3) consecutive regular meetings of the Board of Directors. The vacancy shall be filled as provided in Section 3.2 above.

3.4 Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any Trustee may be reimbursed for actual expenses incurred in the performance of his or her duties.

3.5 Action Taken Without A Meeting. In the case of any emergency, the Trustee shall have the right to take any action in the absence of a meeting which they could take a regular or special meeting by obtaining the written approval of all the Directors in accordance with U.C.A. 16-6a-813. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE IV

Nomination and Election of Directors

4.1 Nomination. Nomination for election to the Board of Directors, including action under Section 3.4 above, may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting or any special meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies

4.2 Election. At the election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE V

Meetings of Directors

5.1 Organizational Meeting.

(a) Location, Date and Time. The first meeting of a newly-elected Board of Directors shall be held within ten (10) days of election at such place, date and time as shall be fixed by the Directors at the meeting at which the Directors were elected and no notice shall be necessary to owners or to the newly elected Directors in order to legally hold the meeting providing a majority of the elected Directors are present.

(b) Procedure and Business. Until the election of new officers, the meeting shall be chaired by the outgoing president, or in the absence of such person, the outgoing secretary, regardless of whether the outgoing president or secretary is as member of the newly constituted board. At the organizational meeting, the Board of Directors shall elect officers in accordance with Section 7.2 below and may conduct any other Association business.

5.2 Regular Meetings. Regular meetings of the Board of Directors shall be held, at such place and hour as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

5.3 Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) Directors, after not less than three (3) days notice to each director by mail, including electronic mail if approved by the Board, telephone, or facsimile. The notice must state the time, place, and purpose of the meeting.

5.4 Meeting Procedure. Unless other rules of order are adopted by resolution of the Board of Directors:

(a) Meetings of the Board of Directors shall be conducted according to the last edition of Robert's Rules of Order published by the Robert's Rules Association.

(b) A decision of the Board of Directors may not be challenged because the appropriate rules of order were not used unless a person entitled to be heard was denied the right to be heard and raised an objection at the meeting in which the right to be heard was denied.

(c) A decision of the Board of Directors is deemed valid without regard to procedural errors related to the rules of order one year after the decision is made unless the error appears on the face of a written instrument memorializing the decision.

5.5 Open Meetings; Executive Sessions.

(a) Open Meetings. Except as provided in Subsection (b) of this section, all meetings of the Board of Directors shall be open to Lot Owners. However, no Owner shall have a right to participate in the Board of Directors meeting unless the Owner is also a member of the Board. The president shall have the authority to exclude an Owner who disrupts the proceedings at a Board meeting.

(b) Executive Sessions. In the discretion of the Board, the following matters may be considered in executive session:

- (1) Consultation with legal

counsel concerning the rights and duties of the Association regarding existing or potential litigation or criminal matters;

(2) Personnel matters, including salary negotiations and employee discipline;

(3) The negotiation of contracts with third parties; and

(4) Collection of unpaid assessments.

(c) Executive Session Procedure.

(1) Except in the case of an emergency, the Board of Directors shall vote in an open meeting whether to meet in executive session. If the Board votes to meeting in executive session, the president or other presiding officer shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances the deliberations can be disclosed to owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting.

(2) A contract or an action considered in executive session does not become effective unless the Board, following the executive session, reconvenes in open meeting and votes on the contract or action, which must be reasonably identified in the open meeting and included in the minutes.

5.6 Meetings by Telephonic or Electronic Communication. In the event of an emergency, or by decision of the Board, meetings of the Board of Directors may be conducted by telephonic communication or by the use of a means of communication that allows all members of the Board of Directors participating to hear each other simultaneously

or otherwise to be able to communicate during the meeting.

5.7 Notice to Owners of Meetings of Board. For other than emergency meetings, notice of each Board of Directors meeting must be posted at a place or places on the property at least three (3) days prior to the meeting, or notice must be provided by a method otherwise reasonably calculated to inform the Owners of the meeting.

5.8 Waiver of Notice. Any director may, at anytime, waive notice of any meeting of the Board of Directors in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a director at any meeting of the board shall constitute a waiver of notice by the director, except where the director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all Directors are present at any meeting of the board, no notice to Directors shall be required and any business may be transacted at the meeting.

5.9 Quorum and Acts. At all meetings of the Board of Directors a majority of the existing Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE VI

Powers, Rights, and Duties of the Board of Directors

6.1 General Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Declaration, or by these Bylaws, directed to be exercised and done by the Owners.

6.2 Specific Powers. In addition to powers imposed by the Declaration, these Bylaws or by resolutions of the Association, the Utah Revised Nonprofit Corporation Act or other applicable law, the Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area, including any improvements and amenities located thereon, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) Suspend the voting rights and right to use of any recreational facilities located on any Common Area of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations or any provisions of the Declaration.

(c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(d) Employ a manager, independent contractor, or such other

individuals, entities or employees as they deem necessary and to prescribe their duties.

6.3 Specific Duties. In addition to duties imposed by the Declaration, these Bylaws or by resolutions of the Association, the Utah Revised Nonprofit Corporation Act or other applicable law, the Board of Directors shall have the duty to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such a statement is requested in writing by twenty percent of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period;

(2) Send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of each Annual Assessment period;

(3) Foreclose the lien against any Lots for which Assessments are not paid within thirty (30) days after the due date thereof or to bring an action at law against the Owner personally obligated to pay the same;

(d) Issue, or cause an appropriate

officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid in accordance with the Declaration. A reasonable charge may be made by the Board for the issuance of these certificates.

(e) Procure and maintain adequate liability and hazard insurance on property Owned by the Association or maintained by the Association if required by the Declaration or any supplemental declaration annexing Additional Property to the Community.

(f) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate.

(g) Cause to be maintained the Common Area and any other areas shown on the Plat that may be owned by governmental entities who are not maintaining such areas and any other property required to be maintained by the Declaration or any supplemental declaration annexing Additional Property to the Community.

(h) Establish and maintain the financial accounts of the Association.

(i) Establish a budget for payment of all Common Expenses of the Association, and institute and maintain a voucher system for payment, which shall require a sufficient number of signatories thereon as may be reasonably necessary to prevent any misuse of the Association's funds.

(j) Prepare and distribute annual financial statements for the Community to each Owner.

(k) At least annually, cause the review of the insurance coverage of the Association as provided in the Declaration.

(l) File the Annual Report with the Utah Secretary of State, Department of Corporations and Commercial Code.

(m) Prepare or cause to be prepared and filed any required income tax returns or forms.

(n) In the Board's discretion, appoint an Architectural Review Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint such other committees as deemed appropriate in carrying out its purpose.

ARTICLE VII

Officers and Their Duties

7.1 Designation and Qualification.

(a) Designation. The principal officers of the Association shall be a president, a vice-president, a secretary and a treasurer. The Directors may designate the office of assistant treasurer and assistant secretary.

(b) Qualifications. The president and vice-president shall be a member of the Board of Directors, but the other officers need not be Directors or Owners. Any Director may be an officer of the Association.

(c) Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices specified in subsection (a) of this section.

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

7.2 Election and Vacancies. The officers of the Association may be elected by the Board of Directors at the organizational meeting of each new Board held in accordance with Section 5.1 above or any Board of Directors' meeting thereafter to serve until their respective successors are elected at the next organizational meeting. If any office becomes vacant by reason of death, resignation, removal disqualification or any other cause, the Board of Directors shall elect a successor to fill the unexpired term at any meeting of the Board of Directors.

7.3 Resignation. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

7.4 Removal of Officers. Officers shall hold office at the pleasure of the Board of Directors. Upon an affirmative vote of a majority of the members of the Board of Directors any officer may be removed, either with or without cause.

7.5 Compensation of Officers. No officer who is a member of the Board of Directors may receive any compensation from the Association for acting as an officer, unless the compensation is authorized by a binding vote of the Owners. The Board of Directors may fix any compensation to be paid to any officers who are not also Directors.

7.6 Duties of Officers. The duties of the officers are as follows:

(a) President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of president of an association. The president shall have the authority to sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of the president's

absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. The Vice-President shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments.

(c) Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, have charge of such books and papers as the Board of Directors may direct, and in general, perform all of the duties incident to the office of secretary.

(d) Treasurer. The treasurer shall have responsibility for the Association's funds and securities not otherwise held by a managing agent, and shall be responsible for causing full and accurate accounts of all receipts and disbursements to be kept in books belonging to the Association. The treasurer shall be responsible for causing the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board of Directors and disbursing funds as directed by resolution of the Board.

ARTICLE VIII

Indemnification of Officers and Directors

Each officer and director of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a director or officer of the Association. The foregoing right to indemnification shall be exclusive of any other rights to which the director or officer or person may be entitled by law or agreement or vote of the members or otherwise.

ARTICLE IX

Records and Audits

The Association shall maintain within the State of Utah all documents, information and other records of the Association in accordance with the Declaration, these Bylaws and the Utah Revised Nonprofit Corporation Act in the manner prescribed by a resolution adopted by the Board of Directors.

9.1 General Records.

(a) The Board of Directors and managing agent or manager, if any, shall keep detailed records of the actions of the Board of Directors and managing agent or manager; minutes of the meetings of the Board of Directors; and minutes of the meeting of the Association.

(b) The Board of Directors shall maintain a Book of Resolutions containing the rules, regulations, and policies adopted by the Association and Board of Directors.

(c) The Board of Directors shall maintain a list of Owners and a list of all Mortgagees of Lots. The list of Owners shall specify whether the Owner is an Owner in Good Standing or a Suspended Owner.

(d) The Association shall retain within this State, all records of the Association for not less than the period specified in applicable law.

9.2 Records of Receipts and Expenditures. The Board of Directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Community, itemizing the maintenance and repair expenses of the Common Area or Association property and any other expenses incurred.

9.3 Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. The account shall designate the lot number, the name and address of the Owner or Owners, the amount of each Assessment against the Owners, the dates and amounts in which the Assessment comes due, the amounts paid upon the account, and the balance due on the Assessments.

9.4 Payment of Vouchers. The treasurer shall pay all vouchers up to One Thousand Dollars (\$1,000) signed by the president, managing agent, manager, or other person authorized by resolution of the Board of Directors. Any voucher in excess of \$1,000 shall require the signature of the president.

9.5 Financial Reports and Audits.

(a) An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board of Directors to all Owners and to all mortgagees of Lots who have requested the same in writing within ninety (90) days after the end of each fiscal year.

(b) From time to time the Board of Directors, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and Mortgagees of Lots. At any time any Owner or Mortgagee may, at such Owner's or Mortgagee's own expense, cause an audit or inspection to be made of the books and records of the Association.

9.6 Inspection of Records by Owners.

(a) Except as otherwise provided in Section 9.7 below, all records of the Association shall be reasonably available for examination by an Owner and any Mortgagee of a Lot pursuant to rules adopted by resolution of the Board of Directors.

(b) The Board of Directors shall maintain a copy, suitable for the purposes of duplication, of the following:

(1) The Declaration, Bylaws and any amendments in effect or supplements thereto, and rules and regulations of the Association.

(2) The most recent financial statement prepared pursuant to Section 9.5 above.

(3) The current operating budget of the Association.

(c) The Association, within five (5) business days after receipt of a written request by an owner, shall furnish the requested information required to be maintained under Subsection (b) of this section.

(d) The Board of Directors, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this section. The fee may include reasonable personnel costs incurred to furnish the information.

9.7 Records Not Subject to Inspection. Records kept by or on behalf of the Association may be withheld from

examination and duplication to the extent the records concern:

(a) Personnel matters relating to a specific identified person or a person's medical records.

(b) Contracts, leases and other business transactions that are currently under negotiation to purchase or provide goods or services.

(c) Communications with legal counsel that relate to matters specified in Subsections (a) and (b) of this section.

(d) Documents, correspondence or other matters considered by the board of Directors in executive session held in accordance with Section 5.5(b) above.

(e) Files of individual Owners, other than those of a requesting Owner or requesting mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the association.

9.8 Notice of Sale or Mortgage. Immediately upon the sale or Mortgage of any lot, the Owner shall promptly inform the secretary or manager of the name and address of the purchaser, vendee or Mortgagee.

ARTICLE X

Assessments

10.1 Each member is obligated to pay to the Association Assessments specified in the Declaration which are secured by a continuing lien upon the lot against which the assessment is made.

10.2 Any Assessments or portions thereof which are not paid when due shall be delinquent and subject to the remedies specified in the Declaration. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot in the manner of a mortgage or a trust deed, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.

10.3 No Owner may waive or otherwise escape liability for the Assessment provided for in the Declaration by non-use of any of the Property or abandonment of the Owner's Lot.

ARTICLE XI

Amendments

11.1 How Proposed. Amendments to the Bylaws shall be proposed by either a majority of the Board of Directors or by Owners holding at least thirty percent (30%) of the voting rights. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon.

11.2 Adoption. Amendments may be approved by the Association at a duly constituted meeting or meeting by written ballot in lieu of a meeting conducted pursuant to Section 2.12 above for such purpose. Subject to Section 11.3 and 11.4 below, a vote of at least a two-thirds (2/3) of the Owners participating in a properly convened meeting, held for such purpose, is required for approval of any amendment.

11.3 Execution and Recording. An amendment shall not be effective until certified by the president and secretary of the Association as being adopted in accordance with these Bylaws, acknowledged and recorded with the Recorder's Office of Utah County, Utah.

11.4 Challenge to Validity. No action to challenge the validity of an adopted amendment may be brought more than one (1) year after the amendment is recorded.

ARTICLE XII

Miscellaneous

12.1 Notices.

(a) Association. All notices to the Association or the Board of Directors shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board of Directors may hereafter designate from time to time.

(b) Owners.

(1) Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board of Directors, or if no address has been designated, then to the Owner's Lot.

(2) If a lot is jointly owned or the lot has been sold under a land sale contract, notice shall be sent to a single address, of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the lot shall be sufficient.

12.2 Waiver, Precedent and Estoppel. No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

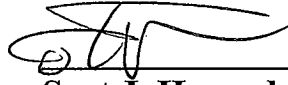
12.3 Invalidity; Number; Captions. The

invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

12.4 Fiscal Year. The fiscal year of the Association shall be determined by the Board in its discretion.

12.5 Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

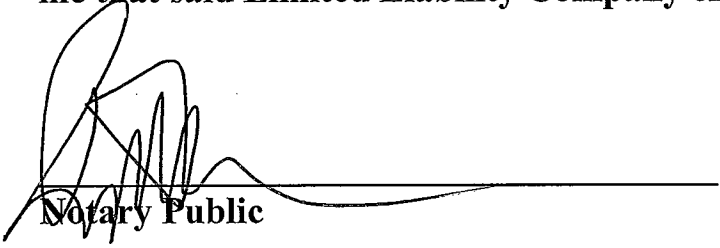
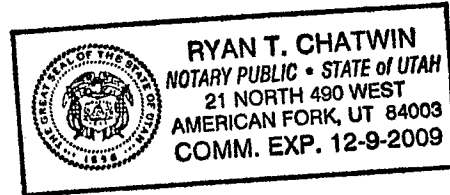
IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers on this 12th day of March, 2008.



Scot J. Hazard, Managing Member

STATE OF UTAH }
 ss.
COUNTY OF UTAH }

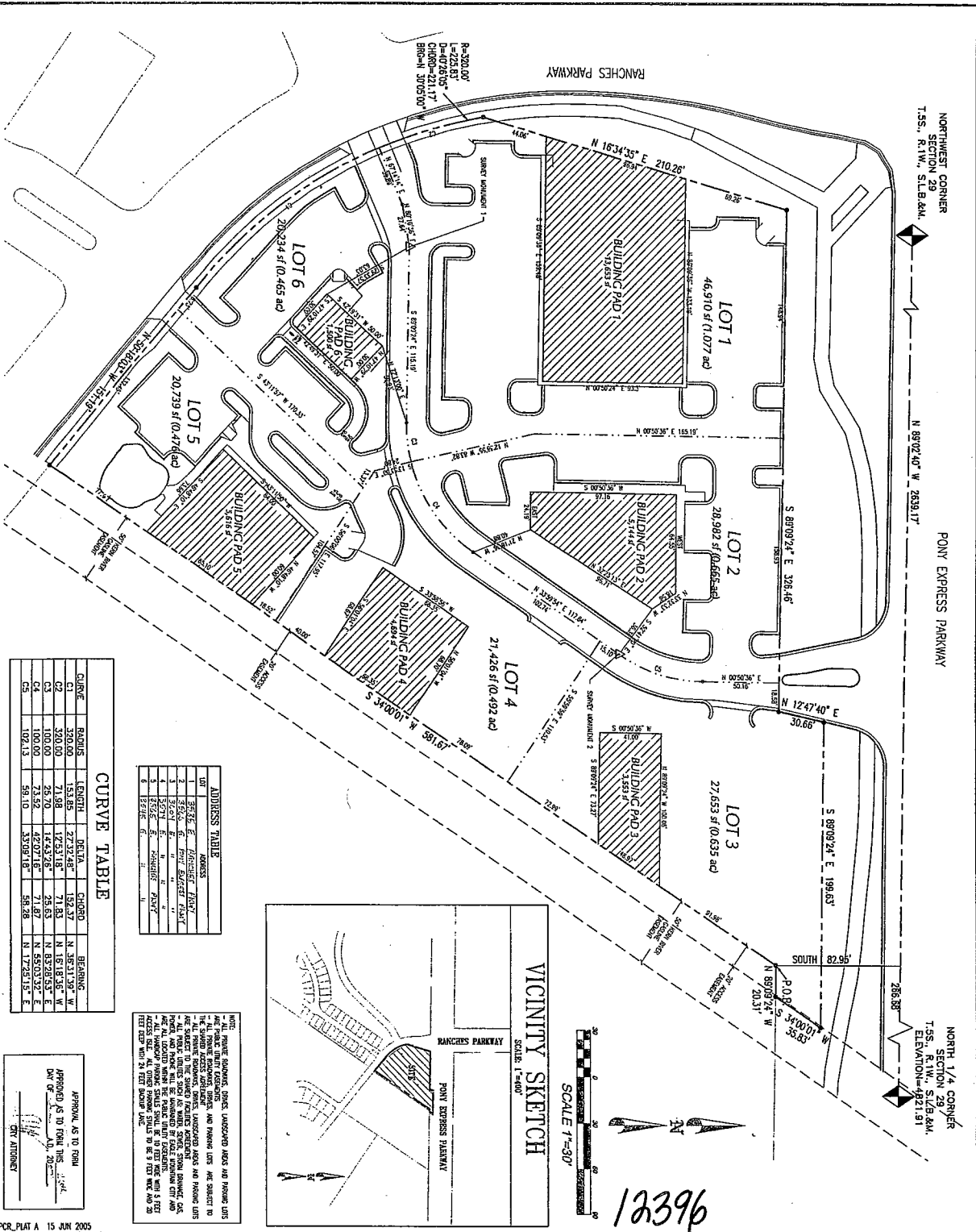
On the 12th day of March, 2008, personally appeared before me Scot J. Hazard who being by me duly sworn did say that he is the member/manager of Parkway Crossroads, LLC, and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and duly acknowledged to me that said Limited Liability Company executed the same.


Notary Public

Residing at:
Commission Expires:

EXHIBIT A

**PARKWAY CROSSROADS SUBDIVISION, PLAT "A"
PROPERTY DESCRIPTION**

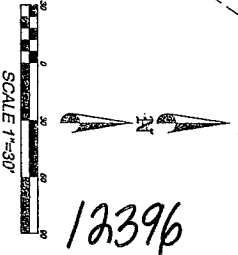
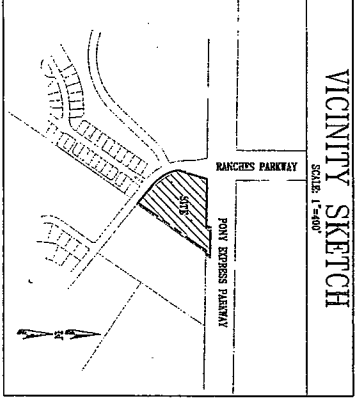


CURVE TABLE

CURVE	BEGINS	LENGTH	DELTA	CHORD	BEARING
C1	300.00	71.88	1725.18°	71.83	N 16.18.36° W
C2	100.00	26.70	1443.26°	25.63	N 83.28.53° E
C3	100.00	73.52	4207.16°	71.87	N 53.03.32° E
C4	102.13	58.10	3398.18°	58.28	N 17.28.15° E

ADDRESS TABLE

LOT	ADDRESS
1	3875 E. FORECASTER AVENUE
2	3745 E. FORECASTER AVENUE
3	3615 E. FORECASTER AVENUE
4	3485 E. FORECASTER AVENUE
5	3355 E. FORECASTER AVENUE
6	3225 E. FORECASTER AVENUE



12396

APPROVED AS TO FORM
DATE: 10/20/05
BY: [Signature]
CITY ATTORNEY

PCF_PLAT A 15 JUN 2005

PLAT 'A'
PARKWAY CROSSROADS
LOCATED IN THE NORTHWEST 1/4 OF SECTION 29, T5S, R1W, S1/2, S4M, PONY EXPRESS PARKWAY, STATE OF UTAH
SCALE 1" = 30' FEET

ACKNOWLEDGEMENT
ON THE 15th day of June, 2005, before me, the undersigned authority, personally appeared [Name], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

ACCEPTANCE BY LEGISLATIVE BODY
THE BOARD OF CITY ENGINEERS AND PLANNERS HAS REVIEWED THE DESIGN AND CONSTRUCTION OF THE PARKWAY CROSSROADS AND HAS DETERMINED THAT THE DESIGN AND CONSTRUCTION OF THE PARKWAY CROSSROADS IS IN ACCORDANCE WITH THE CITY ENGINEERING AND PLANNING DEPARTMENT STANDARDS AND SPECIFICATIONS.

OWNERS DEDICATION
WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND THE ADJACENT REAL PROPERTY, DO HEREBY DEDICATE TO THE PUBLIC THE PARKWAY CROSSROADS SHOWN ON THIS PLAT FOR THE USE OF THE PUBLIC AND THE CITY OF SALT LAKE CITY, UTAH. THE DEDICATION IS SUBJECT TO THE CITY ENGINEERING AND PLANNING DEPARTMENT STANDARDS AND SPECIFICATIONS AND TO THE CITY ENGINEERING AND PLANNING DEPARTMENT'S REVIEW AND APPROVAL OF THE DESIGN AND CONSTRUCTION OF THE PARKWAY CROSSROADS.

BOUNDARY DESCRIPTION
Reference is made to the plat of the Pony Express Parkway, State of Utah, recorded in the office of the County Clerk of Salt Lake County, Utah, as Book 10, Page 10, and to the plat of the Pony Express Parkway, State of Utah, recorded in the office of the County Clerk of Salt Lake County, Utah, as Book 10, Page 10, and to the plat of the Pony Express Parkway, State of Utah, recorded in the office of the County Clerk of Salt Lake County, Utah, as Book 10, Page 10.

SURVEYOR'S CERTIFICATE
I, [Name], a duly licensed and registered land surveyor in the State of Utah, do hereby certify that I am a registered land surveyor and that I have personally surveyed and located the boundaries of the land shown on this plat and that the same are correctly shown and staked on the ground as shown on this plat and that the plat is true and correct.

APPROVED AS TO FORM
DATE: 10/20/05
BY: [Signature]
CITY ATTORNEY