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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
PG INVESTMENTS 2, LLC
299 MAIN ST
STE 2450
SLC UT 84101
BY: MZA, DEPUTY - WI 41 P.

AFTER RECORDING, PLEASE RETURN TO:

Dennis K. Poole, Esq.
Poole & Associates, L.C.
4885 South 700 East, Suite 200
Salt Lake City, Utah 84107

Lot Nos. _____

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
OF THE MILL SUBDIVISION**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF THE MILL SUBDIVISION (the "Declaration"), dated as of the 25th day of January, 2021, is executed by PG INVESTMENTS 2, L.C., a Utah limited liability company ("PGI"), SSLC MULTIFAMILY-PARKING, LLC, a Utah limited liability company ("SSLCMFP"), and SSLC OFFICE 1, LLC, a Utah limited liability company ("SSLCO1") (PGI, SSLCMFP and SSLCO1, collectively referred to as "Declarant"), whose address for purposes of notice is 299 South Main Street, Suite 1900, Salt Lake City, Utah 84111.

RECITALS:

A. PGI is the owner of two (2) parcels of real property located in the City of South Salt Lake, Salt Lake County, State of Utah ("City"), more particularly described as Lots 1 and 4 on Exhibit "A" attached hereto and incorporated herein by reference. SSLCMFP is the owner of one (1) parcel of real property located in the City more particularly described as Lot 2 on Exhibit "A" attached hereto. SSLCO1 is the owner of one (1) parcel of real property located in the City, more particularly described as Lot 3 on Exhibit "A" attached hereto. Lots 1, 2, 3 and 4 are collectively referred to as the "Real Property" or the "Lots", and each for the foregoing are referred to herein as a "Lot" or by designation as "Lot 1," "Lot 2," "Lot 3" or "Lot 4", respectively as the context requires).

B. Declarant desires to develop the Real Property into a mixed use project (the "Project") consisting of residential apartment and/or condominium units, commercial office and retail units, related parking uses and other complementary facilities, all to be contained in multiple buildings located upon one or more of the Lots.

C. Declarant or its affiliated owners (the "Affiliated Owners") are the owners of or have the right to acquire one or more additional parcels of real property located in the City adjacent to the Real Property, as more particularly depicted upon Exhibit "B" attached hereto incorporated by this reference (collectively or individually, the "Adjacent Property").

D. In connection with the development of the Project, one or more of the Declarant parties intends to construct on Lot 2 of the Real Property, as approved by the City: (i) a structured parking garage containing four levels, (ii) an eight story, mixed use building attached to the face of and over the parking garage; (iii) driveways, sidewalks and points of ingress and egress located upon Lot 2 within the parking garage and upon portions of Lots 1, 3 and 4, all of such driveways, sidewalks and points of ingress and egress as depicted on the attached Exhibit "C", incorporated herein by this reference (such areas and the improvements to be constructed thereon hereinafter defined as the "Circulation Area") which Circulation Area is intended to be used by the Benefitted Parties (as herein after defined) for access to parking stalls and improvements located upon the Lots from public streets; and (iv) Utility Easements, with utility lines installed, which are intended to be used for all or portions of improvements located upon the Lots.

E. The structured parking garage to be located upon Lot 2, and the commercial, residential, commercial parking, and residential parking condominium units contained within and, part of or constructed above the structured parking garage, will be created, managed and governed by the terms and conditions of a Declaration of Condominiums (the "South City Condo Declaration") for South City Condominiums to be recorded in the official records of the Salt Lake County Recorder on a date subsequent to the recordation of this Declaration. As designed, the commercial and residential parking condominium units shall contain parking stalls in excess of those required for the commercial and residential uses intended to be developed upon Lot 2. It is also contemplated that the South City Condominiums may be expanded to include improvements to be located upon Lot 4 or portions of the Adjacent Property.

F. In order to obtain additional City approvals for the development of improvements upon Lots 1, 3 and/or 4, it is contemplated that if parking in the required quantities is not provided upon each of such Lots according to the City's requirements for development of each of Lots 1, 3 and 4, then the Owners of each of Lots 1, 3 and/or 4, may acquire an ownership interest in one or more other Parking Areas, including but not limited to Commercial Parking Units (as defined in the South City Condo Declaration, as the same may be expanded, or other condominium projects) with parking stalls in sufficient numbers as to satisfy the parking requirements of such Lots 1, 3 or 4, as the same are to be developed, as the case may be, and in such event such ownership interests in a Commercial Parking Unit shall thereafter be appurtenant to such Lot 1, 3 and/or 4 which acquire such interests.

G. Declarant may also enter into an Agency Parking Agreement with the City of South Salt Lake Redevelopment Agency which may provide for limited public parking within one or more of the Commercial Parking Units located within the South City Condominiums on evenings and weekends

H. Declarant desires to establish with respect to the Lots certain covenants and restrictions with respect to the Circulation Area, the use of improvements to be constructed upon each of the Lots and the use of Utility Lines, all on the terms and conditions set forth in this Declaration.

I. Subject to obtaining any City approvals required for development of the Adjacent Property, Declarant also desires to reserve the right to add all or portions of the Adjacent Property to the terms, conditions and restrictions of this Declaration, and to amend this Declaration to provide for such additions.

NOW, THEREFORE, for the foregoing purposes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant makes the following declarations, creates the following easements and establishes the following covenants and restrictions, all of which apply to, bind, affect and run with title to each Lot.

1. Definitions. Certain terms that are used in this Declaration are defined in this Declaration prior to this Section. In addition to those previously defined terms, the following terms shall have the meanings indicated.

1.1 "Adjacent Properties" or "Adjacent Property" means all or portions of the parcels of real property described on Exhibit "B".

1.2 "Agency Parking Agreement" shall mean, if entered into and a memorandum of the same is recorded in the Official records of the Salt Lake Recorder, an agreement by and between the Redevelopment Agency and Owner(s) of one or more of the Commercial Parking Units located within the South City Condominiums which permit restricted public vehicular parking (but no other rights) within one or more such Commercial Parking Units as defined in such agreement.

1.3 "Area," when reference is made to a Building or Buildings located upon a Lot, means the total number of square feet of floor surface contained thereof rounded to the nearest whole number, excluding square footages located within the Circulation Area, and computed and determined as follows. The measurements used in determining Area shall run from the exterior surfaces of the walls comprising the Building, and each separate level, story, or floor contained within or making up the Building, excluding only that portion of the Circulation Area contained within a Building, shall be taken into account. So long as it substantially complies with the provisions of this definition, the Declarant's determination of the Area of a Building or Buildings located upon a Lot, as set forth in this Declaration or in any amendment hereto shall be conclusive.

1.4 "Articles" with respect to the Association, means and refers to the Articles of Incorporation of the Association. The purpose of the Articles is to establish the Association as a non-profit corporation under Utah law.

1.5 "Association" shall mean an association of Owners known as The Mill Owners Association, Inc., a Utah nonprofit corporation, and its successors and assigns.

1.6 "Benefitted Parties" or if only one, a "Benefitted Party" means, with respect to a Lot, the Owners and Occupants of that Lot, and their respective tenants, employees, and Guests.

1.7 "Building" or "Buildings" if plural, shall refer to a structure which is located upon a Lot and is intended for use and/or occupancy by Owners, Occupants, and Unit Owners.

1.8 "Bylaws" means and refers to the Bylaws of the Association, as the same may be amended, modified or restated from time to time as permitted in the Articles and Bylaws. The purpose of the Bylaws is to govern the Association's internal affairs, such as (for purposes of example but not limitation) voting, elections and meetings. A copy of the initial Bylaws is attached hereto as Exhibit D.

1.9 "Circulation Area" means, any and all, parking lot driveway, sidewalks, pathways and other similar improvements located upon a Lot, including those areas located within a Building upon a Lot, which areas are intended for vehicular and pedestrian traffic, excluding, however the following (i) Condominium Units and other Units located upon or within a Lot, included within such exclusion, the Commercial and Residential Parking Units contained in the South City Condominiums once created by the recordation of the South City Condo Declaration; (ii) landscaped areas within any Lot; and (iii) stairways and elevators which are reserved for the exclusive use of one or more classes of Benefitted Parties of Units located upon a Lot such as Limited Common Residential elements as defined in the South City Condominiums (the items described in (i), (ii) and (iii) above, herein referred to as the "Exclusions"). A graphic description of the Circulation Area is attached to this Agreement as Exhibit "C". The Circulation Area shall be increased by the addition of driveways, landscape areas, sidewalks and pathways as may be required by the City and constructed upon one or more Lots, including an Adjacent Property.

1.10 "Circulation Area Improvements" means all improvements, of whatever kind or character, to any and all portions of the Circulation Area, including, without limitation, driveways, walkways, exterior lighting, striping, curbs, retaining walls, screening walls, signs, and improvements required by the City or otherwise existing.

1.11 "City" shall mean the South Salt Lake City, a municipal corporation of the State of Utah.

1.12 "City Code" shall mean the laws and ordinances of the City as may be adopted and amended from time to time.

1.13 "Condominium Unit" means a condominium unit, as defined in the Utah Condominium Act, Utah Code Annotated, Section 57-8-1, et seq., created by the recordation of a condominium declaration, condominium plat, and related documents covering a Parcel.

1.14 "Declaration" shall mean this Declaration of Covenants, Restrictions and Easement of The Mill Subdivision, as the same may be amended and/or supplemented as specified in Section 9.3.

1.15 "Development Agreement" shall mean that certain Development Agreement dated November 6, 2019, executed by and between PGI and the City, including all amendments thereto.

1.16 "Environmental Laws" shall mean any federal, state, local or foreign statutes, codes, plans, regulations or common laws related to pollution or protection of the environment, including, without limitation, any common laws of nuisance or trespass and any laws or regulations relating to emissions, discharges, releases or threatened releases of Toxic Materials into the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Toxic Materials. "Environmental Laws" shall also include all orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved under those Environmental Laws.

1.17 "First Mortgage" mean a Mortgage which is secured by a Lot and the appurtenances thereto, which is superior in priority to all other Mortgages with respect to such Lot and appurtenances.

1.18 "Governmental Authorities" or if singular, "Governmental Authority" means all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over a Lot or its use, operation, maintenance or development.

1.19 "Guest" means any family member, customer or invitee of an Owner or Occupant of a Lot, a Building located upon a Lot, or a Unit located upon or within a Lot, but does not include contractors, subcontractors or laborers with respect to the initial construction or reconstruction of any improvements upon a Lot.

1.20 "Governing Documents" with respect to the Association means, collectively, this Declaration, the Articles, the Bylaws and any amendments or supplements to any of the foregoing, and includes any rules, regulations and resolutions established pursuant to the authority of the Declaration, Articles or Bylaws.

1.21 "Governing Laws" shall mean all laws, ordinances, regulations, orders, judgments and other legislation pertaining to and governing the Project or the activity or matter in question.

1.22 "Lot" or "Lots" shall have the meaning set forth in Recital A and any additional Lots created by the addition of all or portions of the Adjacent Property to the terms and conditions of this Declaration.

1.23 "Lot No." means a number assigned to each Lot for purposes of identification. As of the date hereof, the Lot No. for each Lot is set forth on Exhibit "A". If Adjacent Properties are added to the terms of this Declaration, each such Adjacent Property shall be incorporated through a plat amendment or other means of identification and shall be submitted to the terms of this Declaration and assigned a Lot No.

1.24 "Manager" means the Person designated as Manager pursuant to Section 3.

1.25 "Mortgage" means a recorded mortgage, deed of trust or other security agreement creating a lien on one or more Lots or a portion of a Lot as security for the payment of indebtedness.

1.26 "Mortgagee" means the mortgagee, beneficiary or other secured party under a Mortgage.

1.27 "Occupant" means any person that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any Lot or portion of any Lot including but not limited to a Building or Unit (or portion thereof) or other authorized improvement located thereon.

1.28 "Owner" means the Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah, of a fee or an undivided fee interest in any Lot or a Condominium Unit located upon a Lot. Except as set forth below, in the event that, at any time, there is more than one Owner of the Lot, the liability of each such Owner for performance or compliance with the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Lot encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof. Notwithstanding the foregoing, with respect to any portion of a Lot that becomes part of a condominium project by the recording of a condominium declaration and condominium plat, for purposes of assessment and voting, the term Owner shall mean solely the association of condominium unit owners created by the applicable condominium declaration and related documents.

1.29 "Parking Area" means, any and all areas intended for vehicular parking, and specifically includes the Commercial Parking Units located within the South City Condominiums at such time as the South City Condo Declaration is recorded. The

Parking Area shall be increased by the addition of parking areas as may be required by the City and constructed upon one or more Lots, including an Adjacent Property.

1.30 "Participation Percentages" means the following percentages:

(i) Lot 1 Owner = Area of Buildings located upon Lot 1 divided by the Area of all Buildings located upon all Lots (including those added from the Adjacent Properties). As of the date hereof, the Participation Percentage of the Lot 1 Owner is 0%.

(ii) Lot 2 Owner = Area of Buildings located upon Lot 2 divided by the Area of all Buildings located upon all Lots (including those added from the Adjacent Properties). As of the date hereof, the Participation Percentage of the Lot 2 Owner is 0%.

(iii) Lot 3 Owner = Area of Buildings located upon Lot 3 divided by the Area of all Buildings located upon all Lots (including those added from the Adjacent Properties). As of the date hereof, the Participation Percentage of the Lot 3 Owner is 0%.

(iv) Lot 4 Owner = Area of Buildings located upon Lot 4 divided by the Area of all Buildings located upon all Lots (including those added from the Adjacent Properties). As of the date hereof, the Participation Percentage of the Lot 4 Owner is 0%.

The Participation Percentages for each Lot, including Lots created from the Adjacent Properties, if any, shall be recomputed each time an improvement upon a Lot is completed and receives a certificate of occupancy or equivalent certificate from the appropriate Governmental Authority.

1.31 "Person" means a natural person or a legal entity.

1.32 "Plat" shall mean the subdivision plat of the Real Property, including any amendment thereto containing any portion of the Adjacent Property, or a separate subdivision plat containing all or a portion of the Adjacent Property and which becomes subjected to the terms of this Declaration, as amended, and which is approved by the City and is recorded in the official records of the Salt Lake County Recorder.

1.33 "Priority Mortgage" means, with respect to a Lot, each of a First Mortgage and a Second Mortgage secured by such Lot.

1.34 "Project" shall have the meaning set forth in Recital B.

1.35 "Real Property" shall have the meaning set forth in Recital A.

1.36 "Redevelopment Agency" shall mean the City of South Salt Lake Redevelopment Agency, a body corporate and politic of the State of Utah organized and existing pursuant to the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C (the "Community Reinvestment Agency Act"), Utah Code Annotated 1953, as amended ("Utah Code").

1.37 "Second Mortgage" means a Mortgage which is secured by a Lot and the appurtenance thereto, which is superior in priority to all other Mortgages with respect to such Lot and appurtenances other than a First Mortgage.

1.38 "Single Family Use" shall mean for Units intended to be occupied for residential purposes, occupancy of each such Unit by: (a) any number of people who are all related by blood, marriage, adoption, or court sanctioned guardianship; (b) not to exceed four (4) unrelated people; or (c) not to exceed four (4) unrelated adults and any minor children related to such adults; provided the total number of occupants per Unit do not exceed that number permitted in a Unit as provided by applicable Governmental Authority or quasi-Governmental Authority or by rules and regulations adopted by the Declarant or Owners; further provided that one of the unrelated people or adult occupants specified in (b) or (c) above are not involved in a for-profit endeavor (i.e., subleases are prohibited). Permitted Occupants for residential purposes do not include (a) individuals who occupy a Unit as a society, club, fraternity, sorority, association, lodge, federation, coterie or like organization; (b) any group of individuals whose association is temporary (meaning less than 30 days) or seasonal in nature; or (c) any group of individuals who are in a group living arrangement as a result of criminal offenses.

1.39 "South City Condominiums" shall mean, when created, that condominium project containing Residential Condominium Units, Commercial Condominium Units, Residential Parking Units, Commercial Parking Units, and Common Elements as more particularly described in that certain Declaration of Condominiums of South City Condominiums and Condominium Plat to be recorded in the official records of the Salt Lake County Recorder subsequent to the recording of this Declaration. It is intended that one or more Commercial Parking Units located in the South City Condominiums may be owned in whole or in part by Owners of Lots, other than Lot 2.

1.40 "South City Condo Declaration" shall mean the Declaration of Condominiums of South City Condominiums as recorded in the official records of the Salt Lake County Recorder, as supplement and/or amended.

1.41 "Toxic Materials" shall mean any flammable explosives, asbestos, industrial substances, pollutants, contaminants, chemicals, wastes, discharges, emissions, radioactive materials and other hazardous substances, whether injurious by themselves or in combination with other materials, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances" described in the "Environmental Laws.

1.42 "Trustee" means Dennis K. Poole, attorney at law, whose address is 4543 South 700 East, Suite 200, Salt Lake City, Utah 84107.

1.43 "Unit" shall mean, as applicable, a separate apartment, Condominium Unit, an office, commercial or retail space intended to be separately occupied or used by a Unit Owner or Occupant.

1.44 "Utility Line" or "Utility Lines", when referring to more than one, means the (i) sanitary sewer lines (excluding lateral lines utilized solely for the benefit of one building), manholes and other related facilities; (ii) culinary water lines (excluding lateral lines utilized solely for the benefit of one building), valves, gates, manholes, and other related facilities; (iii) the storm drain lines, collection boxes, grates, manholes, and detention pond; (iv) natural gas lines, valves, and other related facilities excluding lines beyond meters utilized solely for the benefit of a building or units or spaces located therein; (v) communications transmission lines, sleeves, junction boxes, and other facilities used in common for buildings; and/or (vi) electrical transmission lines, sleeves, junction boxes, and other facilities, installed for the benefit of one or more buildings (not including individual lines or systems beyond individual meter boxes, each as located upon the Lots.

2. Grant of Easements. Declarant and the Owners hereby create the following easements which shall be appurtenant to each and all of the Lots (and the Units located thereon) subject to the terms of this Declaration for the benefit of the Benefitted Parties:

2.1 Circulation Area. Subject to the provisions of this Section 2.1, Declarant and the Owners hereby grant, convey, transfer and reserve for the benefit of the Owners of each of the Lots and the Benefitted Parties, a permanent, non-exclusive easement on, over and across the Circulation Area for the purpose of furnishing pedestrian and vehicular ingress and egress to the other Lots (including the Building(s) and Units located thereon or therein) and for constructing, maintaining, and repairing the Parking Area, the Circulation Area Improvements and the Units. Such easements shall be subject to the following:

2.1.1 Without limiting the Benefitted Parties' access to parking, the Owners may jointly establish and amend such reasonable nondiscriminatory rules and regulations as may from time to time be deemed necessary or desirable for the proper and efficient operation of the Parking and Circulation Areas; provided, nothing herein shall be construed as authorizing any Owner to provide a greater or higher use of any Parking Areas than authorized by the City as a condition to the approval of the construction of any improvement upon a Lot.

2.1.2 Except for the obligation to contribute to costs of maintenance as set forth in Section 3 below, the Owners of the Circulation Area, whether included in whole or in part within a Lot or Building, may not levy any charge for the use of the Circulation Area;

2.1.3 In accordance with the requirements of Section 3, the Association shall maintain the Circulation Area Improvements constructed upon the Lots regardless of where located in essentially the same condition as the same are initially improved by Declarant or an Owner, further provided that the an Owner will repair the Circulation Area Improvements comprising a portion of the Circulation Area which repairs are attributable to construction activities of such respective Owner related to the improvement of a subsequently improved Lot and the Building(s) located thereon. Each Owner covenants and agrees that once installed and/or constructed, no Owner shall have the right, to make any material changes, modifications or alterations to any Parking Area Circulation Area Improvements located within the Circulation Areas which would have the effect of changing points of access or circulation in the Circulation Area or which would reduce the number of parking stalls in a Parking Area without the prior formal action and consent of the Association and the City.

2.1.4 The Declarant and/or the Association shall install and maintain within the Parking Area and the Circulation Area for the benefit of the Benefitted Parties and those authorized by an Agency Parking Agreement, if any, directional signs which indicate the location of the parking, residential, commercial, retail, office and retail spaces and Units, and directs tenants and guests thereof to the respective location of each. To the extent that such directional signs are not located within the Parking Areas and Circulation Area but upon a Lot or Building, an easement shall be granted by the Owners of each of the Lots for the purpose of erecting such signs, subject to the prior approval of the Association.

2.1.5 The easements, rights and privileges created in this Section 2.1 are not intended, and shall not be construed, as a dedication of any portion of the Parking and Circulation Areas for public use, except as may be authorized by an Agency Parking Agreement, and the Owners shall have the right to take from time to time whatever steps, including temporary closures of such facilities or portions thereof, as may be necessary to avoid such public dedication; provided, that such actions shall not be deemed a termination or modification of the rights granted in an Agency Parking Agreement.

2.2 Parking Areas. Subject to the provisions of this Section 2.2 and subject to any parking privileges granted to the public in the Commercial Parking Units (as identified in the South City Condo Declaration) pursuant to an Agency Parking Agreement, Declarant and the Owners hereby grant, convey, transfer and reserve for the benefit of the Owners of each of the Lots and the Benefitted Parties, a permanent, non-exclusive easement on, over and across each of the Parking Areas, excluding parking stalls reserved for Occupants or their Guests of Commercial Units, not to exceed five percent (5%) of such parking stalls contained in any such Parking Area (not including the Residential Parking Units), for the sole purpose of allowing each Guest the use of a

parking stall while lawfully present at the Real Property, which parking stalls are designated for common use subject to the following:

2.2.1 Without limiting a Guest's use of stalls within the Parking Areas (as specified in Section 2.2), the Owners may jointly establish and amend such reasonable nondiscriminatory rules and regulations as may from time to time be deemed necessary or desirable for the proper and efficient operation of the Parking Areas; provided, nothing herein shall be construed as authorizing any Owner to provide a greater or higher use of any Parking Areas than authorized by the City as a condition to the approval of the construction of any improvement upon a Lot.

2.2.2 The Owners of each Parking Area, whether included in whole or in part within a Lot or Building, may not levy any charge for the use of the Parking Areas by those contemplated by the Agency Parking Agreement; likewise, the Owners of a Parking Area appurtenant to and intended for the use of Occupants of portions of the Residential Units, may not levy and separately charge a fee for use of any portion of the Parking Areas appurtenant to such Residential Units or otherwise available for residential parking, except those rents that are stated in the Occupant's lease without an itemization for parking and designated as periodic rents. This provision shall not preclude a charge to Guests, other than those authorized users as identified in an Agency Parking Agreement.

2.2.3 The Owner of each Lot upon which a Parking Area is located (or the condominium association created upon such Lot), shall maintain the Parking Area and the improvements located thereon, at such Owner's or association's sole cost, in essentially the same condition as the same is initially improved by Declarant or an Owner, further provided that the an Owner will repair improvements located within a Parking Area which repairs are attributable to construction activities of such respective Owner related to the improvement of a subsequently improved Lot and the Building(s) located thereon. Each Owner covenants and agrees that once installed and/or constructed, no Owner shall have the right, to make any material changes, modifications or alterations to any Parking Area which would have the effect of reducing the number of parking stalls in a Parking Area without the prior formal action and consent of the Association and the City.

2.2.4 The easements, rights and privileges created in this Section 2.2 are not intended, and shall not be construed, as a dedication of any portion of the Parking Areas for public use, except as may be authorized by an Agency Parking Agreement, and the Owners shall have the right to take from time to time whatever steps, including temporary closures of such facilities or portions thereof, as may be necessary to avoid such public dedication; provided, that such actions shall not be deemed a termination or modification of the rights granted in an Agency Parking Agreement.

2.2.5 The easement, rights and privileges created in this Section 2.2 allowing Guests to park in stalls located within Parking Areas, does not grant the Owner of any particular Lot or Condominium Unit, or their Benefitted Parties (other than their Guests), parking privileges for the use of any parking stalls located within a Parking Area located upon a Lot or within a Condominium Unit which is not owned by such Owner. Parking privileges for Benefitted Parties (other than Guests) are only available to (i) the Owners of a Lot or Condominium Unit in which the Parking Areas are located, or (ii) for Occupants, to Parking Areas contained upon the same Lot, or appurtenant to a Lot or Condominium Unit in which an Occupant is authorized to and does occupy, possess or use.

2.2.6. To eliminate any doubt or confusion as to allocation of parking stalls located upon one Lot or within a Condominium Unit for the benefit of another Lot or Condominium Unit and to assure the City that the improvements upon any particular Lot or Condominium Unit(s) have obtained parking stalls sufficient to satisfy the parking requirements imposed for approval of such improvements, the City may require the Owner of a Lot or a Condominium Unit located thereon, to include within (a) a condominium declaration, or (b) a parking agreement or other written notice, approved by the City, one of (a) or (b) or both of which shall be recorded in the Official Records of the Salt Lake County Recorder, in a form approved by the City, information identifying (i) the Lot or Condominium Unit(s) for which a Parking Area is required, (ii) the legal description of the Lot or Condominium Unit which is intended to provide the required Parking Area(s) (which may include a Condominium Unit dedicated solely to parking purposes), (iii) the interest acquired in such Parking Area(s) (i.e., purchase, lease, easement), and (iv) an express statement that such applicable Parking Area(s) specified in (ii) above (including a Condominium Unit dedicated solely to parking purposes) shall thereafter be permanently made appurtenant to such Lot or Condominium Unit(s) specified in (i) above, in the absence of the Owner's substitution of equivalent Parking Areas (including Condominium Units dedicated solely to parking purposes) approved in writing by the City and set forth in an amendment to the condominium declaration or the initial notice, suitable for recording in the Official Records of the Salt Lake County Recorder.

2.3 Sanitary Sewer. Declarant and the Owners hereby grant, convey, transfer and reserve for the benefit of the Owners of each of the Lots, a permanent non-exclusive easement for the purpose of (a) discharging sanitary sewage into and through one or more underground sanitary sewer lines constructed by Declarant or the Owners for the common usage of one or more Lots, under the surface of the Lots; and (b) maintaining, repairing, and/or replacing the Utility Lines with respect thereto, provided that such easement specified herein shall be limited to those areas designated upon the Plat as a "public utility easement", unless the Owner of an impacted Lot consents to the grant of a separate easement at another location. Nothing herein shall be construed as requiring the Declarant to construct one or more common underground sanitary sewer lines or

permitting the Owner of a Lot or any portion thereof, to connect sanitary sewage lines or pipes to the lines and pipes described herein that would exceed the capacity of discharge anticipated by the grant of the easement as provided herein. All such sanitary sewage lines, pipes, and other facilities shall be repaired, maintained and/or replaced, as a common expense of the Owners of the Lots in accordance with the provisions of Section 5; provided, however, each Owner of a Lot shall repair at its sole cost and expense, the sanitary sewer laterals of the Lot upon which such lines, pipes and facilities are located and the facilities contained in a separate easement in favor of a particular Owner and Lot.

2.4 Culinary Water. Declarant and the Owners hereby grant, convey, transfer and reserve for the benefit of the Owner of each Lot, a permanent non-exclusive easement for the purpose of (a) connecting to one or more underground culinary water lines constructed by Declarant or the Owners, for the common usage of one or more Lots, under the surface of the Lots, and receiving culinary waters through the same; and (b) maintaining, repairing, and/or replacing the Utility Lines, provided that such easement specified herein shall be limited to those areas designated upon the Plat as a "public utility easement", unless the Owner of an impacted Lot consents to the grant of a separate easement at another location. Nothing herein shall be construed as requiring the Declarant to construct one or more common underground culinary water lines or permitting the Owner of a Lot or any portion thereof, to connect culinary water lines or pipes to the lines and pipes described herein which would exceed the capacity of supply anticipated by the grant of the easement as provided herein. Such lines are not owned and repaired by the provider of culinary water. All such culinary water lines, pipes, and other facilities shall be repaired, maintained and/or replaced, as a common expense of the Owners of the Lots in accordance with the provisions of Section 5; provided, however, each Owner of a Lot shall repair at its sole cost and expense, the culinary water lines from the point of any meter measuring usage for such Lot to and within any and all buildings located upon such Lot and the facilities contained in a separate easement in favor of a particular Owner and Lot.

2.5 Storm Sewer. Declarant and the Owners hereby grant, convey, transfer and reserve for the benefit of the Owners of each of the Lots, and the public, a permanent non-exclusive easement for the purpose of (a) discharging storm waters from the Lots, to and through a storm water detention system constructed by Declarant or the Owners under the surface of the Lots, including but not limited to any required storm detention pond to be located upon any Lot; and (b) maintaining, repairing and/or replacing the Utility Lines, provided that such easement specified herein shall be limited to those areas designated upon the Plat as a "public utility easement", unless the Owner of an impacted Lot consents to the grant of a separate easement at another location. Nothing herein shall be construed as permitting the Owner of any Lot or any portion thereof, to connect additional storm detention or outfall lines or pipes to the lines and pipes required for the construction of improvements upon the Lots or to otherwise increase the capacity of discharge anticipated by the grant of the easement as provided herein; further provided, that the limitation contained herein shall not reduce the obligation, if any, to handle the discharge of storm waters from other parcels, to the extent that such obligation exists as

of the date hereof. All such storm water lines, pipes, and other facilities shall be repaired, maintained and/or replaced, as a common expense of the Owners of the Lots in accordance with the provisions of Section 5.

2.6 Natural Gas, Electrical Transmission and Communication Lines.

Declarant and the Owners hereby grant, convey, transfer and reserve for the benefit of the Owners of each of the Lots, permanent non-exclusive easements for the purpose of (a) connecting to one or more underground natural gas lines, electrical transmission lines and communications lines constructed by Declarant, the Owners or such utility providers, under the surface of the Lots, and receiving natural gas, electricity and communications services through the same; and (b) maintaining, repairing, and/or replacing the Utility Lines. Nothing herein shall be construed as permitting the Owner of any Lot or any portion thereof, to connect to such lines and exceed the capacity of each such line anticipated by the grant of the easements as provided herein. To the extent not repaired by the provider of each such utility services, all such common lines, pipes, and other facilities shall be repaired, maintained and/or replaced, as a common expense of the Owners of the Lots in accordance with the provisions of Section 5; provided that any such line, pipe or facility services only the improvements located upon any Lot, the obligation for repair, maintenance and/or replacement shall be solely that of the Owner(s) of such Lot and the facilities contained in a separate easement in favor of a particular Owner and Lot.

2.7 Conditions. The easements granted in Sections 2.3 through 2.6 are subject however to the following:

2.7.1 Unless otherwise approved by the Owner through or under which such utility line passes, all Utility Lines located in such easements shall be installed below the surface of the ground, except where by its nature, such improvements are required to be located upon the surface of the property.

2.7.2 The Owner through or under which such utility line passes shall have the right to relocate such easement and any Utility Lines located therein, at such Owner's expense, provided that such relocation shall not interfere with, increase the cost of, or diminish (except for a reasonable period related to such relocation) any utility services to the property which such Utility Lines serve.

2.7.3 The initial cost of installing any such Utility Lines shall be paid by the Owner of the Lot making such improvements, and all such installation shall be pursuant to designs and specifications for an integrated system approved by Declarant and the City.

2.7.4 Any Owner or Owners installing, maintaining, repairing or replacing any such Utility Lines shall cause the same to be installed, maintained, repaired or replaced in such a manner as to minimize any damage to or disruption of the Benefitted Parties or the Redevelopment Agency (if applicable), shall cause

such work to be done promptly and diligently in a good and workmanlike manner, and, upon completion thereof, shall immediately cause the improvements, including landscaping to be restored to their former condition.

2.7.5 Each Owner shall execute such documents as may be necessary or appropriate from time to time to effectuate and implement the provisions of this Section 2.

2.8 Emergency Access Easements. Declarant and the Owners hereby grant, convey, transfer and reserve for the benefit of each Lot, a non-exclusive right, privilege and easement for ingress and egress to and from each Lot for such Owners, public safety personnel, public works personnel, building inspectors, and building officials, including but not limited to emergency vehicle operators, for emergency purposes only.

2.9 Limitation Upon Use. The non-exclusive easements granted in Sections 2.1 through 2.6 and 2.8 may only be used to such extent as may be reasonably related to the use of the Lots for office, restaurant, recreational, entertainment, office, long term residential (including residential apartment complex rentals), commercial (including educational), or retail uses and purposes.

3. Association Creation, Membership and Duties. Every Owner of a Lot shall be a Member of the Association. Membership in the Association automatically transfers upon transfer of title of a Lot by the record Owner to another Person, and membership in the Association is appurtenant to, and may not be separated from, ownership of a Lot. Membership in the Association shall be subject to the following terms and conditions:

3.1 Voting. Each Owner of a Lot is entitled to votes equal to its Participation Percentage multiplied by one hundred. When more than one person holds an interest in any Lot, the group of such persons shall constitute a single Member, and the votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than total number of vote attributable to such Lot be cast with respect to such Lot. A vote cast at any Association meeting by any co-Owner, whether in person or by proxy, is conclusively presumed to be the vote of all co-Owners of the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Lot. In the event an objection is made, the votes involved shall not be counted for any purpose except to determine whether a quorum exists. If a single Owner owns more than one Lot, the Owner is entitled to the assigned votes for each Lot owned by such Owner.

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

continue to be effective as the Governing Documents of the Association, and the Association shall have all rights, power and authority granted in the Governing Documents, and no Owner may escape or avoid any assessment, charge, lien, rule or other matter contained in the Governing Documents by virtue of such change of corporate of status. In the case of the suspension or administrative dissolution of the Association for failure to file annual reports or similar documents necessary to maintain its corporate existence, any two (2) Members are authorized, to the extent they deem necessary and without approval of the other Members, to take such actions as may be reasonably necessary to remove any suspension or administrative dissolution, including the authority to re-incorporate the Association under the same or similar name of the Association, and such corporation shall be deemed the successor to the Association. If the Members fail to remove any suspension or reincorporate as provided herein, the Association shall continue to operate and function under the Governing Documents as an unincorporated association.

3.3 Rulemaking Authority. The Association may, from time to time, subject to the provisions of the Governing Documents, adopt, amend, modify and repeal reasonable rules and regulations governing the Use Restrictions contained in Section 7, and Circulation Area, including without limitation the use, parking and activities or improvements upon the Lots, provided the same are not in conflict with the Governing Documents. Such rulemaking authority does not authorize the adoption of any rule or regulation which (a) precludes or unreasonably restricts the use of residential parking by tenants of the Residential Units (as defined in the South City Declaration), provided, however, that imposing a fine for violation of a reasonable rule or regulation shall not be prohibited, (b) imposes a fee for public parking within a Commercial Parking Unit (as defined in the South City Declaration) pursuant to the terms of an Agency Parking Agreement, but nothing herein shall be considered a waiver of any right to charge a fee for Guests or an assessment obligation against a Commercial Parking Unit made by the Association or the South City Declaration, (c) precludes or unreasonably restricts the use of parking stalls within a Commercial Parking Unit (as defined in the South City Condominiums) by any Occupant or Guests of any improvement upon a Lot, or (d) seeks to restrict reserved parking as authorized in Section 2.2 herein above.

3.4 Notice; Promulgation of Rules. A copy of the Association's rules and regulations, as they may from time to time be adopted, amended or repealed, subject to the restrictions contained in Section 3.3, shall be mailed or otherwise delivered to each Owner, with a copy to the City. In the absence of the receipt from an Owner of any written objection to a proposed rule, regulation or amendment thereto, within fifteen (15) days of mailing (or electronic notification as provided below), said rules, regulations and/or amendments shall become effective and shall have the same force and effect as if they were set forth in, and were a part of, this Declaration. In addition to or in lieu of providing notice by mail, the Association may provide notice by electronic means such as electronic mail (e-mail) to Owners and may require that Owners, in addition to keeping the Association informed as to their current mailing address, maintain a current e-mail address with the Association for such purpose.

3.5 Maintenance. Once constructed and certificates of occupancy or other documents are issued by applicable Governmental Authorities authorizing the use of the same, the Association shall be responsible for maintenance, repair and replacement of the Circulation Area, the Circulation Area Improvements and Utility Easement and Utility Lines (excluding costs attributable to landscaping and landscape maintenance if any is included in the Circulation Area, which shall be sole responsibility of the Owner of the Lot upon which it is located) to the extent the same are not maintained, repaired and/or replaced by the applicable utility company. The Circulation Area, the Circulation Area Improvements and the Utility Easement and Utility Lines shall be continuously maintained, including without limitation, as applicable, snow removal, the resurfacing and resealing of the parking garage drive isles, including all lanes of access, curb, gutter and sidewalks. The Circulation Areas, the Circulation Area Improvements, Utility Easements, and Utility Lines shall be kept clean and in good order, condition and repair under the supervision of the Association. Subject to the City's and utility companies' right to enter and repair, the Association, and only the Association, shall have the right, power and authority to enter into contracts and agreements with third Persons to provide for such maintenance; provided, except without the written consent of all of the Owners, such agreements and contracts shall not be for a term longer than a one (1) year.

4. Assessments; Authority. The Association is hereby authorized to levy assessments against the Owners as provided for herein. The following are the types of assessments that may be levied by the Association, which are more particularly described below: (a) annual assessments or charges; (b) special assessments; (c) specific assessments; (d) emergency assessments; (e) any other amount or assessment levied or charged by the Association pursuant to this Declaration; and (f) interest, costs of collection and reasonable attorney fees, as hereinafter provided. Assessments made by the Association, collection of the same, and records with respect to the same are subject to the following provisions:

4.1 Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association all assessments and charges, however denominated, which are authorized in the Governing Documents. All such amounts shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment or amount is charged, which lien shall arise when the Owner fails or refuses to pay an assessment when due. Such assessments and other amounts shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. No Owner may exempt himself or herself from liability for assessments by nonuse of the Parking and Circulation Areas, by the sale, transfer, disposition or abandonment of his or her Lot, or by any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Declarant to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making or repairs or improvements, or from any other action it takes. If any Lot has more than one person as an Owner at the time an assessment or charge is made pursuant

to this Article 4, the obligations and liabilities of all such persons as Owners shall be joint and several.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used to advance the purposes for which the Association was formed, as set forth and articulated in the Governing Documents. The assessments may provide for, but are not limited to, the payment of insurance maintained by the Association; the payment of the cost of repairing, replacing, maintaining and construction or acquiring additions to the Parking and Circulation Areas; the payment and cost of maintaining any Utility Lines; the payment of administrative expenses of the Association; the payment of insurance deductible amounts; the establishment of capital and operational reserve accounts; the payment of any professional services deemed necessary and desirable by the Association; and other amounts required by this Declaration or that the Association shall determine to be necessary to meet the primary purposes of the Association.

4.3 Initial Annual Assessments. The Declarant shall initially establish the amount of the annual assessments. Thereafter, the establishment of annual assessments shall be according to the procedures and requirements of Section 4.4 below and the Governing Documents.

4.4 Annual Assessments; Budgeting.

(a) Adoption of Budget. At least sixty (60) days before the beginning of each fiscal year, the Association shall prepare a budget of the estimated Association Expenses for that year. Annual assessments for Association Expenses shall be based upon the estimated cash requirements of the Association to cover items including, without limitation, the cost of routine maintenance and operating of the Parking and Circulation Areas; premiums for insurance coverage as deemed desirable or necessary by the Association; costs of routine maintenance or renovations of the Parking and Circulation Area Improvements; any insurance deductible; legal and accounting fees; expenses and liabilities from a previous assessment period; and the supplementing of any reserve fund established by the Association including but not limited to reserves for replacement of Parking and Circulation Area Improvements.

(b) Notice of Budget and Assessment. The Association shall send a copy of the final budget, together with notice of the amount of the annual assessment to be levied pursuant to such budget, to each Owner at least thirty (30) days prior to the effective date of such budget. The budget shall automatically become effective unless disapproved in writing by Members representing at least sixty-seven percent (67%) of all eligible votes in the Association. Any such petition must be presented to the Association within ten (10) days after notice of the budget and assessment. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings pursuant to the Bylaws. Unless the budget for the assessment

is disapproved by the Members as set forth above, the Association is thereafter authorized to levy the assessment as provided for herein.

(c) Failure or Delay in Adopting Budget. The failure or delay of the Association to prepare, distribute or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his or her allocable share of the expenses of the Association. In the event of such failure or delay, all Owners shall continue to pay assessments on the same basis as during the last year for which a budget was adopted and an assessment was made until notified of the amount of the new annual assessment, which new assessment shall be due on the first day of the next payment period which begins more than thirty (30) days after such new annual or adjusted budget is adopted and the Owners receive notice as provided herein.

(d) Automatic Budget Approval. Notwithstanding the foregoing, if the budget proposed by the Association will increase the annual assessment by an amount not greater than five percent (5%) more than the previous annual assessment, then such budget and corresponding annual assessment shall be automatically approved and effective upon thirty (30) days' notice.

(e) Adjustment of Budget and Assessment. The Association may revise the budget and adjust the annual assessment from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth in Section 4.4(b) above; provided, however, that such an adjustment is exempt from the requirements of Section 4.4(b) if the adjustment would either decrease the annual assessment or increase the annual assessment by no greater than five percent (5%).

4.5 Special Assessments. In addition to the annual assessments, the Association may levy a special assessment in any assessment year, applicable to that year only, to cover unbudgeted expenses or expenses in excess of those budgeted, including without limitation the costs to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Circulation Areas and Circulation Area Improvements that may be undertaken by the Association. Except as otherwise provided in this Declaration, any special assessment relating to the Circulation Areas and Circulation Area Improvements shall require the affirmative vote or written consent of a majority of the entire Membership. Special assessments shall be payable in such manner and at such times as determined by the Association and may be payable in installments extending beyond the fiscal years in which the special assessment is approved.

4.6 Specific Assessments. The Association shall have the power to levy specific assessments against one or more particular Lots to cover costs which are attributable to, beneficial to, or incurred in maintenance, insuring, or in bringing any Unit located thereon into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or Occupants of the Units located upon such

Lot, their agents, contractors, employees, licensees, invitees or guests; provided, however, the Association shall give the Owner of such Lot against whom the specific assessment is being made prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any specific assessment under this subsection.

4.7 Emergency Assessments. Notwithstanding anything contained in this Declaration, the Association may levy emergency assessments in response to an emergency situation. Prior to the imposition or collection of any assessment due to an emergency situation, the Association shall pass a resolution containing the written findings as to the necessity of such expenditure and why the expenditure was not or could not have been reasonably foreseen or accurately predicted in the budgeting process and the resolution shall be distributed to the Members with the notice of the emergency assessment. An emergency situation is one in which the Association finds:

(a) An expenditure, in its discretion, required by an order of a court, to defend the Association in litigation, or to settle litigation;

(b) An expenditure necessary to repair or maintain the Circulation Area Improvements or any part of it for which the Association is responsible where a threat to personal safety upon any Lot is discovered;

(c) An expenditure necessary to repair, maintain or cover actual Association expenses for the Circulation Area or any part of it that could not have been reasonably foreseen by the Association in preparing and distributing the pro forma operating budget (for example: an emergency repair of a Circulation Area Improvement damaged in an uninsured casualty, attorney fees incurred in the defense of litigation, etc.); or

(d) Such other situations in which the Association finds that immediate action is necessary and in the best interests of the Association.

4.8 Rate of Assessment. Unless otherwise provided for in this Declaration or elsewhere in the Governing Documents, annual and special assessments shall be made according to the Participation Percentages attributable to each Lot; provided, however, that no assessments shall accrue against the Declarant (as an Owner) for Lots owned by Declarant so long as a Building or Unit located upon any such Lot is not being used by an Occupant (excluding periods prior to substantial completion). The Participation Percentages shall be re-computed by the Manager as of the first date that any portion of a Building constructed upon Lot 1, Lot 2, Lot 3 or Lot 4 or subsequently added Lots is issued a certificate of occupancy (temporary or permanent) by City. As of the date of such re-computation of the Participation Percentages, the Area of all Buildings located upon each Lot shall be determined and used in the determination of Area and Participation Percentages. In addition, as of such date, with the consent of the City, this Declaration shall be supplemented by the addition of an Amended Exhibit "D" describing

any amendments to the Parking and Circulation Area, which supplement shall be executed by the Owners and recorded in the offices of the Salt Lake County Recorder.

4.9 Declarant's Option to Fund Budget Deficits. For any period prior to Declarant's conveyance of three-quarters of the Lots, Declarant may, in its sole discretion and without any obligation to do so, fund any budget deficit of the Association, including without limitation funding any initial capital or operational reserve fund. In the event Declarant funds any budget deficit, it shall not establish any obligation by Declarant to continue to fund any future deficits.

4.10 Payment; Due Dates. The assessments provided for herein shall commence to accrue against a Lot upon: (a) conveyance of the Lot to a bona fide purchaser, adjusting the amount of such assessment according to the number of months remaining in the fiscal year, or (b) occupancy of a Unit located upon such Lot subsequent to substantial completion by Owner or its Occupant. Due dates shall be established by resolution of the Association. Installments of assessments may be levied and collected on a monthly, quarterly, semi-annual, or annual basis, as determined by resolution of the Association. The Association may require advance payment of assessments at closing of the transfer of title to a Lot.

4.11 Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date therefor shall be delinquent and shall bear interest from the due date at the rate of twelve percent (12%) per annum (or such lesser rate as the Association shall determine appropriate) until paid. In addition, the Association may assess a late fee for each delinquent installment that shall not exceed five percent (5%) of the installment.

4.12 Remedies. To enforce this Section 4, the Association may, in the name of the Association:

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

4.12.2 foreclose the lien against the Lot in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law;

4.12.3 record of a notice of lien in the offices of the Salt Lake County Recorder;

4.12.4 suspend the voting rights of the Owner for any period during which any assessment or portion thereof against the Owner's Lot remains unpaid; and/or

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

4.13 Attorney Fees and Costs. There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and reasonable attorney fees incurred by the Association.

4.14 Power of Sale. A power of sale is hereby conferred upon the Association which it may exercise to foreclose the Association lien on any Lot and improvements located thereon to collect any assessment due under this Declaration. Under the power of sale, an Owner's Lot may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust and said Owner was the "trustor." For purposes of foreclosing on any Lot as provided herein, and in compliance with Utah Code Ann. §57-8a-212(1)(j), the Declarant hereby conveys and warrants pursuant to Utah Code Ann. §57-1-20 and 57-8a-402 to the Trustee, with power of sale, the Lots and all improvements to the Lots for the purpose of securing payment of assessments under the terms of this Declaration. The Association may designate any person or entity qualified by law to serve as trustee for purposes of power of sale foreclosure.

4.15 Exempt Property. The following property subject to this Declaration is exempt from the assessments created herein: (a) all property dedicated to and accepted by any local public authority; (b) the Circulation Area and the Circulation Area Improvements, but not including the Lots upon which the same are located; (c) all Lots or other real property owned by Declarant unless the same are occupied by an Occupant; and (d) any other property declared exempt as set forth in this Declaration or within any Plat.

4.16 Subordination of Lien to Priority Mortgages. The lien of the assessments provided for herein shall have priority over each other lien and encumbrance on a Lot except:

(a) a lien or encumbrance recorded before this Declaration is recorded in the official records of the Salt Lake County Recorder;

(b) a Priority Mortgage on the Lot secured by a Mortgage that is recorded in the official records of the Salt Lake County Recorder, before a Notice of Lien by or on behalf of the Association is recorded; or

(c) a lien for real estate taxes or other governmental assessments or charges against the Lot.

4.17 Termination of Lien. A sale or transfer of any Lot shall not affect any assessment lien made as to such Lot prior to such sale or transfer; provided, however, the sale or transfer of any Lot pursuant to foreclosure of a Priority Mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Lot or Owner from personal liability for assessments coming due after he or she takes title or from the lien of such later assessments.

4.18 Books, Records and Audit.

4.18.1 The Association shall maintain current copies of the Governing Documents and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Owners and insurers as well as by holders, insurers and guarantors of Priority Mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. An Owner or holder, insurer or guarantor of a Priority Mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

4.18.2 The Association shall prepare a roster of Owners for each Lot and the assessments applicable thereto at the same time that it shall fix the amount of the annual assessment, which roster shall be kept by the Association, who shall record payments of assessments and shall allow inspection of the roster by any Member at reasonable times.

4.18.3 The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

4.19 The Association may hire a property manager to manage the affairs of the Association.

5. Construction of Improvements to the Circulation Area and Utility Lines. Declarant, or the successor Owner(s) of Lot 2, shall be solely responsible for the construction of the mixed use building and parking garage on Lot 2, Circulation Area and the Circulation Area Improvements located therein, and the Utility Easements and Utility Lines as they are to be located on or within Lot 2. As additional improvements are made within the Circulation Area upon Lot 1, Lot 3, and Lot 4, the cost of such improvements shall be made at the sole cost and expense of the Owner, respectively of Lot 1, Lot 3, and Lot 4. An Owner of Lot 1, Lot 3, or Lot 4 shall have no obligation to make any improvements to a Circulation Area located upon its respective Lot until such time as it develops its respective Lot. Upon completion of construction of the Circulation Area, the Circulation Area Improvements, and the Utility Lines, the same shall be deemed to be owned by and transferred and conveyed to the respective Owner of the Lots

upon which the same are located (or a condominium association created upon a Lot), subject to the easements, terms and conditions of this Declaration.

6. Insurance.

6.1 Liability Insurance. The Association shall acquire and maintain in force, for the joint benefit of the Owners of the Lots and any Mortgagee, a broad form comprehensive coverage policy of public liability insurance issued by a carrier licensed to do business in the State of Utah. Such insurance policy shall be maintained on the minimum basis of \$1,000,000 per occurrence with respect to bodily injury, death, property damage and personal injury, or such higher amount as may be required by any Mortgagee. The Manager shall maintain all records regarding the cost of maintenance and insurance for at least two (2) years at its office in Salt Lake County, Utah. Any Owner may inspect such records upon reasonable notice.

6.2 Casualty Insurance. In the absence of casualty insurance obtained by each Owner of a Lot upon which the Circulation Area Improvements are located which designate the Association as an additional insured and loss payee, the Association shall keep all Circulation Area Improvements insured against loss or damage by fire and other hazards for the full insurance replacement cost thereof, as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. The insurance coverage with respect to the Circulation Area Improvements shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Association Expenses which shall be included in the annual assessments made by the Association.

6.3 Restoration. If a portion of the Circulation Area Improvements for which the Association is required to obtain Property Insurance is damaged or destroyed, the Association shall repair or replace the portion within a reasonable amount of time unless:

6.3.1 repair or replacement would be illegal under a state statute or local ordinance governing health or safety; or

6.3.2 at least 67% of the allocated voting interests of the Owners in the Association vote not to rebuild

The cost of repair or replacement in excess of Property Insurance proceeds and reserves is a Common Expense.

7. Use Restrictions. All Lots within the Project shall be held, used, and enjoyed subject to the following limitations and restrictions.

7.1 Limitations on Permitted Uses. No portion of any Lot or any Building constructed therein shall be used for any purpose other than restaurant, recreational, entertainment, office, long term residential (including residential apartment complex and rentals), commercial (including educational), or retail uses. Uses that are prohibited either because they are obnoxious, or because they would detract from the atmosphere of the Project, or because they would conflict with reasonable standards of appearance, maintenance and housekeeping required by this Declaration are those prescribed below:

7.1.1. Any warehouse, manufacturing, distillation, refinery, smelting, industrial, agricultural, drilling or mining operation;

7.1.2. Any trailer court, mobile home park, lot for sale of new or used motor vehicles, junk yard, secondhand store, unemployment or welfare office, pet shop, animal raising business, veterinary hospital, Instacare or other health care provider offices or treatment facilities, including but not limited to mental health or other types of counseling, social service offices and/or treatment facilities, pool hall, "adult" type bookstore, liquor store, bar or tavern, or State Liquor Packaging location. The words "liquor store", "bar" and "tavern", however, as used above shall not be deemed to exclude the attendant serving of liquor as an incidental part of a restaurant and the word "pool hall" shall not exclude pool tables as an incidental part of a recreational facility.

7.1.3. Any commercial laundry, dry cleaning plant, laundromat, meat processing plant, commercial car wash, service station, automobile body and fender repair shop, mortuary, prison or jail, or massage parlor (the foregoing, however, shall not exclude a private laundry, private laundry equipment, a dry cleaning operation or a car wash area included as, and incidental to, a residential community).

7.2 Limitation on Permitted Activities.

7.2.1 Each Unit used or restricted for residential use within a Building shall be limited to Single-Family Use.

7.2.2 No part of any Lot or a Building located upon a Lot shall be utilized so as to create any flashing light, loud noise, litter, visible or offensive odor or smoke which can be heard or experienced from other Lots or adjacent portions of such Building or from adjacent Buildings.

7.2.3 No activity shall be conducted upon any Lot, which would create a public or private nuisance or that would likely be damaging, dangerous or hazardous.

7.2.4 No "sexually oriented business", as that term is defined in the City Code, shall be operated or maintained in or on any part of the Project.

7.2.5 No theater located within the Project shall exhibit pornographic movies or plays.

7.2.6 No sheets, paint, metallic foil, window tint material (excluding only that designed to reduce heat and ultra-violet rays) or other similar material, or other non-traditional window coverings, shall be allowed on any window of any Building.

7.3 Limitation on Balconies, Decks and Patios.

7.3.1 No part of any balcony, deck or patio or any Unit shall be used for storage (including without limitation, boxes, bicycles, pet houses, sports equipment or playthings). Pets shall not be left on balconies, decks or patios except for brief periods when accompanied by the pet owner or pet owner's designee.

7.3.2 No exterior clothesline shall be erected or maintained and there shall be no exterior drying or laundering of clothes on any balcony, patio or other area outside a Building or a Unit thereof.

7.3.3 Only patio furniture that does not cover more than sixty percent (60%) of the area of the balcony of any Unit, and live plants in decorative pots, which plants and pots do not exceed or extend above the top rail of the deck railing and which plants do not trail below the surface of the floor of the balcony, which are maintained in a neat and clean manner and where applicable, in good order and repair, may be stored on balconies, patios or decks of Units. The foregoing provision shall have no application to ground level patios operated for commercial or retail purposes. No barbecues or other cooking devices of any kind shall be used and/or permitted on balconies, patios or decks of any Unit.

7.3.4 Except as may otherwise be required to be allowed by Governing Laws, no satellite dish, communication, other receiving type equipment, or wiring or cabling will be mounted on balconies, decks, patios, railings or from the vertical side of Buildings. Owners will make a good faith effort to place common satellite dishes and communication equipment on the roofs of the Buildings to minimize or eliminate satellite dishes and communication equipment on patios, balconies and decks.

7.4 Trash and Recycling. For periods subsequent to completion of a Building upon a Lot and except for periods necessary for pickup, trash, refuse and recycling, containers shall be contained within a Building (with the exception of the designated trash area), or shall be concealed by means of masonry (or other similar material) screening walls similar to and compatible with that of the respective Building, and designed so as not to attract attention.

7.4.1. Each Occupant of each Lot or any portion thereof shall: (i) be prohibited from burning papers or refuse of any kind within any Buildings or any other place within any Lot; (ii) store trash and garbage within its Building or within the appropriate trash bins located in the Building or designated service area near each Building; and (iii) provide for pest extermination service, as necessary.

7.4.2. Each Owner shall: (i) ensure compliance with the foregoing requirements by the occupants of its Lot; (ii) provide ample trash receptacles near the entrances of the Building(s) on its Lot; (iii) arrange for the regular pick-up and cleaning of the trash bins located on its Lot; (iv) refrain from locating any trash bins or other large trash receptacles except in approved areas, and (v) insure that the odors within trash receptacles are minimized to the extent possible and that such receptacles contain tight lids which are kept closed except for loading and unloading.

7.5 Building Materials and Colors. Architecturally and aesthetically suitable building materials, consistent with the requirements of the Development Agreement, shall be applied to or used on all sides of a Building. Except where colors are retained for historic purposes, the Development Agreement, or are imposed by Governmental Laws, colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. An Owner anticipating constructing new improvements or changing existing improvements on such Owner's Lot shall submit preliminary sketches of such improvements to the City and the Declarant (or Manager) for approval or disapproval. The failure of the Declarant (or Manager) to respond to the Owner anticipating construction or remodeling within thirty (30) days of the receipt of the sketches and written request for approval, shall be deemed to be approved by the Declarant or Manager. Replacement of currently existing materials by the same materials and colors need not be approved by the Declarant or Manager. Construction or rehabilitation of buildings commenced within twelve (12) month of the date of recording of this Declaration shall be presumed acceptable according to the requirements of this Section 6.5.

7.6 Government Regulations: Nuisance. Each Owner (including each Condominium Unit owner, and any association) and Occupant of a Lot, or portion of a Lot located within the Project shall comply with all Governing Laws pertaining to the use and occupancy of such Lot, or portion of a Lot and shall not permit such Lot, or portion thereof to be used in any manner that would constitute a public nuisance, or would injure the reputation of the Project, or will constitute a hazard to others or to property.

7.7 Signs

7.7.1 Prohibited Signs. No billboards shall be allowed within the Plat. No signs on the exterior of any Building within the Plat, shall be flashing, rotating, moving, or audible. No signs shall be permitted on balconies or on roofs. Except for temporary signs permitted by the City, and under Section 6.7.3 below, the wording of exterior signs (or signs mounted on exterior glass) shall not include the name of available products or services, except where such words are a part of a regular trade name, logo or insignia or are required by Governing Laws. No sign, or any portion thereof, shall project above the parapet or top of the wall upon which it is mounted. No signs shall be placed on or in any exterior window which is above the first floor (street level). No changeable marquee type signs shall be permitted. Monument signs shall be permitted which do not have more than forty (40) square feet of display area per side and do not exceed ten (10) feet in height. All monument signs shall be surrounded by landscaping. Reader board type signs indicating the various occupants within a Building shall not be permitted on the exterior of Buildings if such signs can be read from a distance greater than three (3) feet from the sign. No signs shall be permitted in violation of any Governing Laws. All other types of signs including blade signs, pole and/or pylon signs and their size and location shall be subject to the prior approval of the Declarant or the Manager.

7.7.2 Design and Construction Requirements. The design of all proposed signs shall be submitted to the Declarant for approval prior to installation. Letter height and size of each exterior sign shall be appropriately scaled and proportioned to the overall wall upon which such sign is mounted. The total area of a sign (measured from the boundary of rectangles enclosing each group of letters, symbols or logos) shall not exceed ten percent (10%) of the wall area on which such sign is mounted. Signs shall be professionally designed so as to create and preserve an aesthetically attractive development having a compatible and unified appearance and shall be in compliance with all land use and other governmental regulations. Exterior signs, bolts, fastenings and clips shall be of hot dipped galvanized iron, stainless steel, aluminum, brass or bronze and exterior signs exposed to the weather shall be mounted at least 3/4" from the wall to permit proper dirt and water drainage.

7.7.3 Temporary Signs. No advertising banners, pennants or paper or cardboard signs shall be placed on the exterior of any Building, on the exterior or interior of perimeter glass used in such structures or in the open areas of the Project. The foregoing sentence, however, shall not prohibit such signs during the course of a grand opening, provided such temporary signs are not permitted to remain longer than thirty (30) days and nothing contained in this Section shall prohibit signs used in connection with the rental of Units within the Project, provided such signs are professionally produced and well-maintained.

7.7.4 Covenants. All Owners, associations, and Occupants of any portion of the Plat, shall comply with the provisions of this Section 7.7, unless all other Owners consent to the use of a proposed sign.

7.7.5 Existing Signs; Amendment. Should this Section 7.7 be subsequently amended through the process described elsewhere in this Declaration, no such amendment shall invalidate the continued existence of a sign which was proper hereunder when installed. All signs in existence or under construction within one (1) year of the recordation date of this Declaration shall be deemed to be in compliance with the provisions hereof.

7.7.6 Sign Rules and Regulations. Nothing herein shall preclude the Declarant/Manager from adopting Rules and Regulations to further define, authorize and/or restrict the use of Signs provided the same are not inconsistent with the provisions of this Section 7.7.

7.7.7 Approval. All requests for the installation of signs shall be submitted to the Association for approval. Such requests shall contain renderings of the sign, including colors, size, all lettering and other symbols or logos, and their purposed location and manner of attachment or installation. The Association shall have a period of thirty (30) days to approve, reject, or condition the installation of such sign by notice to the applicant. The Association's failure to respond within thirty (30) days of submission of such application shall be deemed approval of such sign excluding any provisions of this Section 7.7.7 which are prohibited.

7.8 Toxic Materials. No Owner, Occupant or guest shall store, use, manufacture, process, distribute, treat, transport, handle, emit, dispose of, discharge or release any Toxic Materials at or from the Project or any portion thereof in violation of any Environmental Laws.

7.9 Maintenance. Each Owner shall take all actions and pay all costs necessary to maintain its Lot and the Improvements thereon in a safe, clean, sanitary, workable and attractive condition.

7.10 Condominium Creation. The Owner or Owners of a Lot may subject all, but not part, of such Lot to a separate condominium declaration applicable to such Lot for the purposes of creating a condominium project, including Condominium Units and common elements thereon, such Condominium Units being capable of separate ownership (each a "Condominium Unit") subject to the following instructions and limitations:

7.10.1. The submission of such Lot to a condominium declaration shall be subject to and shall comply with all applicable laws, ordinances, codes, rules and regulations of all Governmental Authorities or quasi-Governmental Authorities

with jurisdiction, including but not limited to the City, and each condominium declaration and the rights of Condominium Unit owners and any association of such owners thereunder shall be expressly subject to and subordinate to this Declaration; and

7.10.2. The condominium declaration for such Lot shall provide that the owners of the Condominium Units created thereby shall have no vote as Owners of a Lot (or the Association created as provided in this Declaration) or any other right to participate in the government and affairs of the Owners; provided, however that the association of said Condominium Unit owners may vote the interest of the Owner assigned to the Lot from and after the date the Owner of the Parcel has prepared, executed and recorded the required condominium declaration and record of survey map as required by the Utah Condominium Act in order to effect the creation of a condominium project upon the Lot.

7.10.3. Such power and authority granted in this Section 7.10 shall be exercised on the creation of a condominium project occasion only, such that upon the Lot, the Lot shall not be further subdivided except pursuant to the terms of the Condominium Declaration accomplishing such subdivision.

7.10.4. Subject to the foregoing, the Owner or Owners of Lots shall have the sole power and authority to subdivide the Owner's Lot as set forth in this section, subject however to the limitations and provisions contained in this section and in the Utah Condominium Act. Such power and authority to so subdivide the Lot shall be an appurtenance of the Lot, may not be separated from the ownership of the Lot, and shall be automatically transferred to and held by any successor in title to the Lot, subject to the limitations and provisions contained in this section and the Utah Condominium Act.

8. Arbitration. An Owner may submit a dispute arising with respect to this Declaration to binding arbitration pursuant to Utah Code Annotated, Section 78-31a-1 *et seq.* at any time following thirty (30) days after such Owner notifies the other Owners of its intent to submit the issue to arbitration. If the Owners cannot resolve the dispute during such thirty (30) day period or agree upon an arbitrator, an arbitrator shall be appointed pursuant to Utah Code Annotated, Section 78-31a-5; provided, the arbitrator so appointed shall, to the extent possible, possess expertise in the subject matter to be arbitrated.

9. Amendment, Title and Mortgage Protection.

9.1 No Effect on Mortgage. No amendment to this Declaration shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or

proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

9.2 No Forfeiture. A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Lot, Condominium Unit, or Parking Area appurtenant to such Lot or Parking Area. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair or render invalid the lien of or other rights under any Mortgage; provided, a lien arising under this Declaration shall have priority over the Mortgage if a notice of such lien is recorded prior to the date of recordation of a Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration except the obligation to subordinate its lien or security interest to this Declaration.

9.3 Amendment. This Declaration may be amended or terminated by, but only by, an instrument approved by the City and filed for record in the office of the County Recorder of Salt Lake County, Utah, that is executed by or with the authority of the Owners of the Lots holding not less than sixty-six and two thirds percent (66 2/3%) of the Participation Percentages. The term of this Declaration is perpetual; this Declaration shall be and remain in force and effect until terminated pursuant to this Section.

10. Covenants to Run with Land. This Declaration and the easements and covenants created by this Declaration are intended by the Declarant to be and shall constitute covenants running with the land as to each of the Lots, and shall be binding upon and shall inure to the benefit of each Owner, the City, and any Person who acquires or comes to have any interest in any Lot, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Declaration and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each and every Person owning any interest in or occupying any portion of a Lot and the City. Each Owner shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration. Except with respect to the City, by acquiring, in any way coming to have an interest in, or occupying a Lot, the Person so acquiring, coming to have such interest in, or occupying a Lot, shall be deemed to have consented to, and shall be bound by, each and every provision of this Declaration.

11. Enforcement. Subject to the provisions of Section 9 hereof, the Owner of a Lot or any portion of a Lot, the Association, and/or the City shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of

the covenants, provisions, or requirements of, this Declaration (including, without limitation, an arbitration pursuant to Section 8, the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

12. Effective Date. Declarant shall record a copy of this Declaration in the office of the County Recorder of Salt Lake County, Utah. This Declaration, any amendment or termination hereof, and any supplement hereto, which has been approved by the City, shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

13. Titles, Captions and References. All Section titles or captions in this Declaration are for convenience only, shall not be deemed part of this Declaration and in no way define, limit, extend or describe the scope or intent of any provisions of this Declaration. When this Declaration refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Declaration unless the context refers to another agreement, document or instrument.

14. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Declaration shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

15. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules.

16. Exhibits. All exhibits annexed to this Declaration are expressly made a part of and incorporated in this Declaration as fully as though completely set forth in this Declaration.

17. Time of Essence. Time is of the essence of this Declaration.

[Remainder of page intentionally left blank.]

The Parties have executed this instrument to be effective as of the date first set forth above.

PG INVESTMENTS 2, L.C., a Utah limited liability company

By: Michael D. Batt
Name: Michael D. Batt
Title: Manager

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

On the 22 day of January, 2021, personally appeared before me Michael D. Batt, the Manager of PG INVESTMENTS 2, L.C., a Utah limited liability company, who being by me duly sworn did say that he is the signer of the within and foregoing instrument duly acknowledged to me that he executed the same.



[Signature]
NOTARY PUBLIC

SSLC MULTIFAMILY-PARKING, LLC, a Utah limited liability company

By: Jeffrey L. Gochman
Name: JEFFREY L. GOCHMAN
Title: DIRECTOR OF DEVELOPMENT

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

On the 22 day of January, 2021, personally appeared before me Jeffrey Gochman, the Manager of SSLC MULTIFAMILY-PARKING, LLC, a Utah limited liability company, who being by me duly sworn did say that he is the signer of the within and foregoing instrument duly acknowledged to me that he executed the same.



Jake Jackson
NOTARY PUBLIC

SSLC OFFICE 1, LLC, a Utah limited liability company

By: Michael D. Balt
Name: Michael D. Balt
Title: Manager

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

On the 22 day of January, 2021, personally appeared before me Michael D. Balt, the Manager of SSLC OFFICE 1, LLC, a Utah limited liability company, who being by me duly sworn did say that he is the signer of the within and foregoing instrument duly acknowledged to me that he executed the same.



Jake Jackson
NOTARY PUBLIC

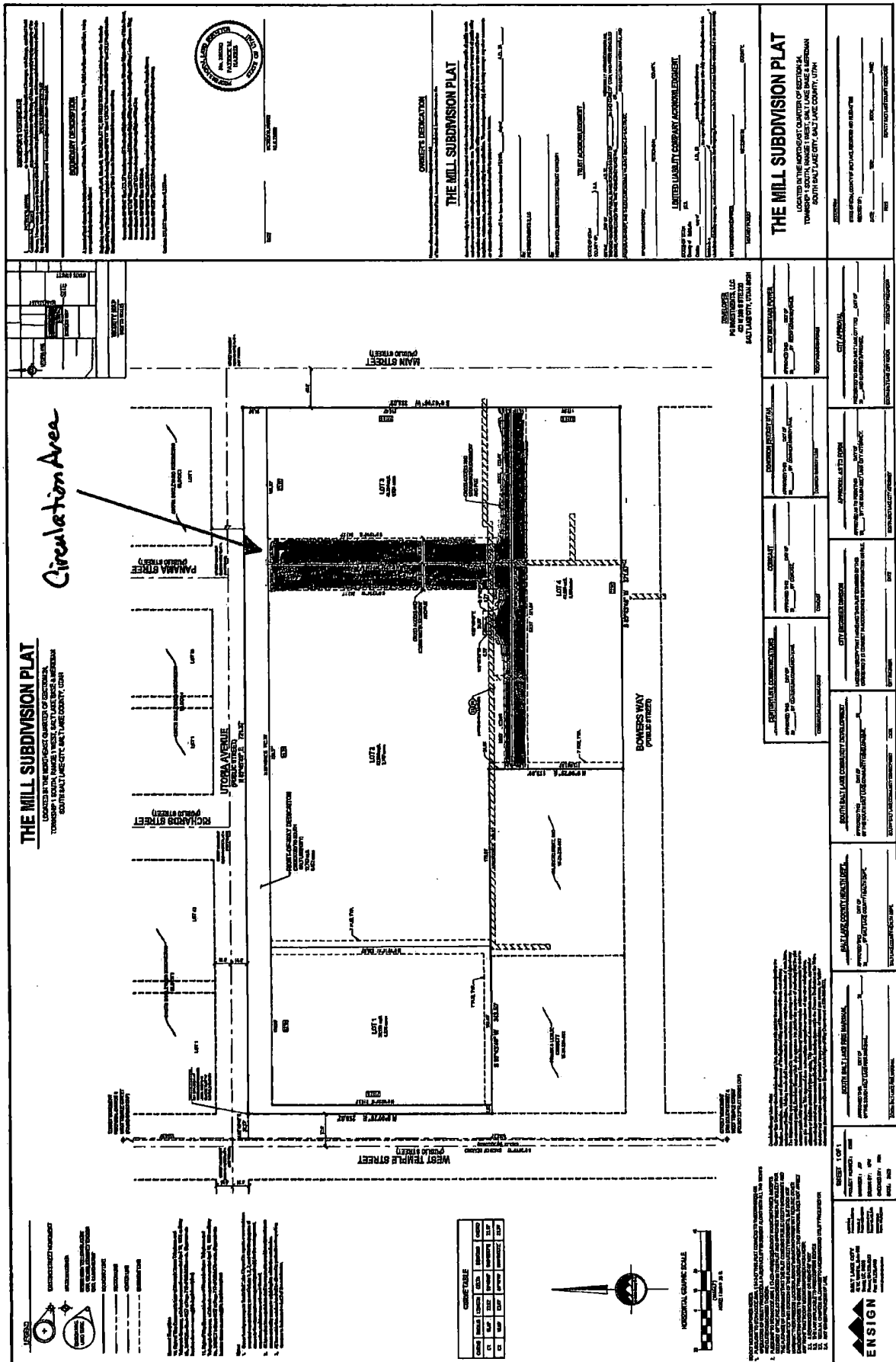
EXHIBIT "A"
to
Declaration of Covenants, Restrictions and Easements

(Lots)

Real Property located in Salt Lake County, State of Utah, more particularly described as follows:
Lots 1, 2, 3, and 4 of The Mill Subdivision Plat, recorded January 25th, 2021, as Entry No. 13542045, in Book 11104, at Page 4806, of Official Records of the Salt Lake County Recorder.

EXHIBIT "B"
to
Declaration of Covenants, Restrictions and Easements
(Adjacent Property)

EXHIBIT "C"
to
Declaration of Covenants, Restrictions and Easements
(Circulation Area)



THE MILL SUBDIVISION PLAT
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 34,
 TOWNSHIP 14N, RANGE 12E, COUNTY OF MILLS, STATE OF IOWA

OWNER'S DECLARATION
 I, the undersigned, being the owner of the above described premises, do hereby certify that the facts stated in this plat are true and correct, and that the same conform to the requirements of the laws of the State of Iowa relating to the subdivision of land.

THE MILL SUBDIVISION PLAT
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 34,
 TOWNSHIP 14N, RANGE 12E, COUNTY OF MILLS, STATE OF IOWA



UNITED LIABILITY COMPANY ACKNOWLEDGMENT
 I, the undersigned, being the duly authorized representative of the above named company, do hereby certify that the facts stated in this plat are true and correct, and that the same conform to the requirements of the laws of the State of Iowa relating to the subdivision of land.

THE MILL SUBDIVISION PLAT
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 34,
 TOWNSHIP 14N, RANGE 12E, COUNTY OF MILLS, STATE OF IOWA

THE MILL SUBDIVISION PLAT
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 LOCATED IN THE NORTHWEST QUARTER OF SECTION 34,
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LEGEND

---	PROPERTY BOUNDARIES
---	ADJACENT PROPERTY BOUNDARIES
---	ADJACENT LOT BOUNDARIES
---	ADJACENT EASEMENT BOUNDARIES
---	ADJACENT UTILITY BOUNDARIES
---	ADJACENT CURB BOUNDARIES
---	ADJACENT SIDEWALK BOUNDARIES
---	ADJACENT DRIVEWAY BOUNDARIES
---	ADJACENT FENCE BOUNDARIES
---	ADJACENT OTHER BOUNDARIES

CONVERSION TABLE

FROM	TO	CONVERSION FACTOR
FEET	INCHES	12
FEET	YARDS	3
FEET	METERS	0.3048
FEET	MILES	0.000149098
FEET	ACRES	0.000247105
FEET	HECTARES	0.000047903



NOTICE TO CONTRACTORS
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND OFFICIALS.

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EXHIBIT "D"
to
Declaration of Covenants, Restrictions and Easements
(Bylaws)