

WHEN RECORDED RETURN TO:

Michael Huber Esq.
339 W 13490 S
Draper, UT 84020

Affects Parcel Nos:

12352406
08/26/2016 04:20 PM \$20.00
Book - 10469 Pg - 1530-1533
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
DUMAR LLC
339 W 13490 S
DRAPER UT 84020
BY: SSP, DEPUTY - WI 4 P.

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION made this 24th day of August, 2016, by Dumar, LLC, a Utah limited liability company of 1559 River Oaks Dr., Sandy, UT 84093 (hereinafter referred to as "Developer").

Whereas, Developer is the owner of the real property situated in Salt Lake County, State of Utah, described as:

Lots 1 through 5 of Academy Office Park commercial subdivision as filed and platted in the Salt Lake County Recorder's office, Salt Lake County, State of Utah;

Whereas, Developer has subdivided said land into 5 commercial lots as designated in the plat of the Academy Office Park commercial subdivision as filed and platted in the Salt Lake County Recorder's office, Salt Lake County, State of Utah officially recorded by the Salt Lake County Recorder on September 15, 2015 as entry No. 12132573, and as that plat will be amended by the amended plat filed herewith (hereinafter referred to as the "Subdivision"); and

Whereas, Developer desires to place restriction against the title to the lots within the Subdivision;

NOW THEREFORE, the following restrictions, reservations, and requirements are hereby created and declared to be covenants running with the land of the Subdivision, and the undersigned Developer of the Subdivision declares that the lots of the Subdivision are to be held and conveyed subject to the following described restrictions, reservations and requirements.

1. **Shared Surface Parking.** Those parking spaces located on Lot 1A, Lot 2A, Lot 3A, Lot 4A, and Lot 5A of the Subdivision (collectively herein "the Lots") shall be for the common use of all of the occupants, and tenants of the Lots and their employees, agents, licensees and invitees. These parking spaces shall be referred to as "Shared Surface Parking." The Shared Surface Parking shall be controlled by the joint cooperation of the owners of the Lots. Notwithstanding the foregoing to the contrary, the owners of each of the Lots may restrict the parking of up to 10% of the parking located on the owner's lot, so long as such restriction does not reduce the available parking for any other of the Lots below the minimum parking spaces required by Draper City. The total parking spaces provided on all Lots shall not be less than the sum of the minimum parking spaces required by Draper City and its ordinances for each of the uses and buildings built on the Lots.

2. **Grant of Access and Rights of Way.** Each of the Lots and any successor owners of each of the Lots of the Subdivision, along with its occupants, tenants, invitees or permittees is entitled to a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and for the carrying out of their maintenance responsibilities, as described herein, upon, over and across that portion of the Lots described as "Cross Access Easement" on the Academy Office Park Amended plat as approved and filed herewith.

3. **Maintenance Responsibilities.** The responsibility for maintenance and all costs thereof for the Shared Surface Parking and the Cross Access Easement" all accesses, curb cuts, rights of way, and drives needed to access the Shared Surface Parking (the Shared Surface Parking together with the described easement and related improvements are collectively referred to herein as the "**Shared Parking Facilities**") shall be shared by the owners of the Lots and their successors in proportion to the total building square footage of any building located on the Lots. The Lot owners (and their successors) covenant to maintain in good repair those parking spaces for which they have maintenance responsibility.

4. **Relocation.** At any time and from time to time the owner of one of the Lots shall have the right to relocate on its lot any utility line or utility facility installed on its lot which serves other of the Lots and is then located on the lot of such owner, provided that any such relocation: (i) shall be performed only after fifteen (15) days' notice of the owner's intention to undertake the relocation shall have been given to the owner of each of the Lots; (ii) shall not unreasonably interfere with or diminish utility service to other of the Lots served by the utility line or facility; (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility; (iv) shall be performed without cost or expense to the owner or occupant of any other of the Lots; (v) shall provide for the original and relocated area to be restored to their original specifications; and (vi) shall not interrupt any service to the other lots in the Subdivision. Notwithstanding the foregoing, so long as temporary service is provided there shall be deemed no interruption of service, and such temporary service shall be in substantially the same quantities as previously provided. The owner performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the Owners of all Lots served by such utility lines and facilities within thirty (30) days after the date of completion of such relocation.

5. **Dispute Resolution.** The owners of the Lots or their successors shall cooperate to maintain all of the parking spaces and Shared Parking Facilities of the Subdivision. Any maintenance of the Shared Parking Facilities approved by owners of the Lots having 60% or more of the obligation to pay for the maintenance of the Shared Parking Facilities (pursuant to the provisions of this Declaration) shall be the obligation of all of the owners of the Lots in the proportion provided for in this Declaration. If any of the owners of the Lots shall believe that maintenance of the Shared Parking Facilities is necessary to maintain the Shared Parking Facilities in good repair but shall fail to obtain the 60% approval described above, that owner may demand arbitration of the issue upon 14 days written notice to all other owners of the Lots. This dispute and all other disputes between owners of the Lots arising from this Declaration shall be resolved by submission of the issue to binding arbitration on such terms and to such arbitrator or arbitrators as the disputing owners may agree upon. If the disputing parties cannot agree upon an arbitrator or the rules of arbitration, the dispute shall be submitted to and resolved by arbitration in accordance with the Utah Uniform Arbitration Act or its successor act. The arbitrator shall be selected by the mutual agreement of the parties, provided, that if they cannot agree on an arbitrator

within 30 days of the demand for arbitration by any owner, the arbitrator shall be selected in the manner described in the Utah Uniform Arbitration Act or its successor act.

6. **No Interference.** With regard to the Shared Parking Facilities, except to the extent reasonably necessary (on a temporary basis) for reasonable construction, for repair and maintenance, for traffic regulation and control, or to prevent a public dedication or the accrual of any rights to the public, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the access granted in this Declaration shall be constructed or erected, nor shall any party in any other manner obstruct or interfere with the use of such rights-of-way and easements.

7. **Indemnification.** Each owner of each of the Lots shall indemnify, defend and hold harmless the other owners of the Lots and their successors and their affiliates, members, managers, agents, tenants, and representatives for, from, and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities, and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the indemnifying Lot owner or its tenants, invitees or permittees, arising out of the performance of any of the obligations set forth in this Declaration, the use of the Shared Parking Facilities by the indemnifying party or its tenants, invitees, or permittees, or the indemnifying party's breach of the requirements of this Declaration, except to the extent such claims are due solely to the gross negligence or willful act or omission of another owner of the Lots or its tenants, invitees, or permittees.

8. **Rights Run With The Land.** The easements, covenants, and responsibilities referenced herein touch, concern, and run with the land and are binding upon all successors-in-title of the Developer. "Successor-in-title" as used in this Declaration shall include the successors-in-title of the Developer as well as those acting under their rights. Upon the transfer of a property described herein the transferor shall automatically be released effective upon such transfer as to the part transferred for all obligations arising under this Declaration from and after the date of the transfer. If a property burdened or benefitted hereby is hereafter further divided by further subdivision, lot split, separation of ownership or by lease or other means, all parts shall enjoy the benefit of the rights and responsibilities hereby created.

9. **No Public Dedication.** The provisions of this Declaration are not intended to and do not constitute a dedication for public use of any easement or rights herein created. The rights herein created are for the private use and for the benefit only of the owners of the Lots and their tenants, successors, assigns, and permittees.

10. **Amendments.** No modification, waiver, or amendment of any provision of this Declaration shall be made except by a written agreement signed by all of the owners of the Lots. No amendment of the shared parking rights and shared access easements described herein shall be effective without the written permission of all mortgagees of record who shall hold an encumbrance on Lots 1A or 2A of the Subdivision at the time of the amendment, waiver, or modification. Notwithstanding the foregoing to the contrary, by unanimous written agreement, the owners of all of the Lots may adjust the boundaries of access and utility easements without the permission of any lender provided the net effect of such adjustment does not materially diminish the access to the other lots of the Subdivision or the functionality of the utilities of any other of the

Lots, provided however, the lenders of record on all lots in the Subdivision shall be given written notice of such changes prior to implementing any such change.

IN WITNESS WHEREOF, the Developer has executed this Declaration.

DUMAR, LLC
a Utah limited liability company

By 
Name: Duane Shaw
Title: Manager

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

The foregoing instrument was acknowledged before me this 24 day of August, 2016, by
Duane Shaw, as Manager of DUMAR, LLC, a Utah limited liability company




Erin Lynll Fabela
Notary Public