

When Recorded Mail to:  
Rockwell Ridge Business Park, LLC  
138 E 12300 South Ste C-165  
Draper, Utah 84020

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3/2/2020 8:30:00 AM \$40.00  
Book - 10903 Pg - 7649-7675  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
PINNACLE TITLE CO.  
BY: eCASH, DEPUTY - EF 27 P.

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ROCKWELL RIDGE BUSINESS PARK**

This Declaration of Covenants, Conditions and Restrictions (the "**Declaration**") are made and executed as of January 31, 2020 by ROCKWELL RIDGE BUSINESS PARK, LLC, a Utah Limited Liability Company (the "**Declarant**").

### RECITALS

A. WHEREAS the Declarant owns the real property located to the southeast of the intersection of 14600 S and Porter Rockwell Blvd. in the City of Bluffdale, Salt Lake County, Utah as more particularly described on **Exhibit "A"** attached hereto ("**Property**").

B. WHEREAS the Property consists of five (5) parcels (referred to herein collectively as "**Lots**" and singularly as "**Lot**") more particularly described in **Exhibit "B"** attached hereto.

C. WHEREAS the Property is being developed and improved to include five buildings for commercial and retail use and three buildings for office use as shown on the site plan attached hereto as **Exhibit "C"** ("**Site Plan**").

D. WHEREAS the Declarant may sell its interest in some or all of the Property to one or more purchaser(s).

E. WHEREAS the Declarant desires to implement this Declaration to set forth certain covenants, conditions, and restrictions regarding the maintenance and use of the Property as well as to grant certain easements for the beneficial use of the Property as described herein.

F. WHEREAS By recording this Declaration together with the exhibits attached hereto, the Declarant intends to subject the Property to the provisions of this Declaration and to impose upon the Property mutually beneficial rights and restrictions consistent with the operation of an integrated commercial development.

G. NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, the Declarant hereby implements the following:

## ARTICLE I DEFINITIONS

1.01. **Defined Terms.** Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.

1.02. **"Building"** shall mean the structure or structures to be constructed within the Building Areas of the Lots.

1.03. **"Building Areas"** shall mean the area(s) within a Lot which are designated for the construction of buildings and appurtenant improvements if shown on the Site Plan. If not shown on the Site Plan, the Building Area shall be the area within the Lot designated for the construction of buildings and appurtenant improvements as approved by the applicable municipal authority.

1.04. **"City"** shall mean and refer to Bluffdale, in the County of Salt Lake, State of Utah, and its various agencies, departments, and employees and representatives.

1.05. **"Common Areas"** shall mean the remainder of the Lots and the Property which are not included in the Building Areas, including common facilities and improvements thereon.

1.06. **"Common Area Expenses"** means reasonable costs, expenses, fees and other amounts (including appropriate reasonable reserves) paid or incurred by the Maintenance Director in connection with the Common Areas, including the operation, management, maintenance and repair of the Common Areas and the performance of any and all other duties and rights of Maintenance Director under the provisions of this Declaration, including, without limitation, all reasonable costs, expenses, fees and other amounts (including, without limitation, those which are properly capitalized under generally accepted accounting principles) relating to utilities; cleaning; sweeping; ice, snow and rubbish removal; landscaping; resurfacing; re-striping; replacing damaged or worn-out improvements (including lighting) located in the Common Areas; insurance; licenses and permits; supplies; and personnel costs necessary to perform any of the foregoing.

1.07. **"Lot"** shall mean any of the Lots described herein in Exhibit "B" and any future lot that may be created pursuant to a future subdivision as approved by the applicable municipal authority and Declarant.

1.08. **"Majority of the Owners"** means the Owners holding a majority of the aggregate Proportionate Share.

1.09. **"Maintenance Director"** shall mean the Declarant or such third-party property management company hired by the Declarant to manage the Common Areas.

1.10. **"Official Records"** shall mean the records of the Recorder of Salt Lake County, State of Utah.

1.11. **"Owner"** shall mean the owner of any Lot as the same may appear from time to time in the official records of Salt Lake County.

1.12. "Property" shall have the meaning as set forth in the Recitals above.

1.13. "Proportionate Share" shall mean each Owner's share of the Common Area Expenses which is calculated as follows: (a) divide the square footage of all the Buildings on a Lot by the total square footage of all the Buildings within the Property; (b) multiply the resulting quotient by 100; and (c) express the resulting product as a percentage. Provided, however, that in the event there is not a Building on a Lot, the Declarant shall determine a reasonable Proportionate Share for such Lot until such time as a Building is constructed thereon.

1.14. "Site Plan" shall mean the Site Plan for the Property attached hereto as Exhibit "C".

## ARTICLE II COMMON PLAN

2.01. Development of the Property; Easements. Declarant by this Declaration intends to establish a common plan for the development of the Property in order to insure the protection, maintenance, and improvement of the Property, and by this Declaration will establish certain easements, covenants, and reservations upon and subject to which the Property will be used, held, leased, sold, or conveyed by the Owners, which easements, covenants, and reservations are intended for the benefit of the Property and each Owner of any interest therein, whether present or future, and which shall inure and pass with the Property and each and every interest therein.

2.02 Approvals; Requests; Response. Prior to submission of any plans for approval to the City, the Owner shall submit said plans and materials to Declarant for preliminary review and approval. Declarant shall, within ten (10) business days after receipt of such request for review, notify in writing the party making such request of any objections thereto (such objections to be specifically stated); and such party may thereafter resubmit its request for approval rectifying any such objections to the Declarant. The Declarant shall then have an additional five (5) business days after receipt of said revisions to approve or disapprove same. Failure to give any written notice of disapproval within the periods provided for above shall constitute approval thereof by such Declarant, provided that any such request for approval states prominently in writing that failure to respond constitutes approval. Approval of plans by Declarant shall not be deemed to be a waiver of any provision of this Declaration.

## ARTICLE III LAND USE

3.01. Prohibited Uses. No portion of the Property shall be used for any use prohibited by law or any restrictive covenants of record. Furthermore, no portion of the Property shall be used for any of the uses described on **Exhibit "D"** attached hereto.

3.02. Conformity to Site Plan. Each Owner, or their successors and assigns, shall develop their respective Lot substantially as shown in the attached Site Plan and subject to this Declaration and all applicable laws and ordinances. Any changes to the attached Site Plan may

only be made with the prior written consent of the Declarant. No Lot may be further subdivided without Declarant's prior written consent.

## ARTICLE IV DEVELOPMENT GUIDELINES

4.01. Building Design and Construction. All construction, reconstruction, remodeling, alteration, and repair work relative to exterior portions of Buildings or other non-interior improvements within the Property shall be made subject to plans approved in advance by Declarant, which approval shall not be unreasonably withheld, conditioned or delayed, and such work shall be completed in compliance with all laws, rules, regulations, orders, permits, approvals, and licenses of governmental authorities having jurisdiction in an expeditious manner. The Owner undertaking such work shall take all necessary measures to minimize any disruption or inconvenience caused by such work. Such work shall be accomplished in such a manner as to minimize any damage or adverse effect which might be caused by such work to the other Owners, the other Owner's Lot or any Common Areas within the Property. The Owner undertaking such work shall repair at its own cost and expense any and all damage caused by such work and shall restore the affected portion of the Property upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the beginning of such work. In addition, the Owner undertaking such work shall promptly pay all costs and expenses associated therewith and shall indemnify and hold the other Owners harmless from all damages, losses, or claims, including reasonable attorney's fees, attributable to the performance of such work.

4.02. Signage. All exterior signage must comply with the applicable municipal code. Owners installing such signage must obtain prior written approval of Declarant.

## ARTICLE V COMMON AREAS

5.01. Use of Common Areas. The Common Areas shall be used for the following purposes only:

(a) Pedestrian and vehicular traffic, over and across only those portions of the Common Areas designed for such use.

(b) The installation, maintenance, and operation of underground separate and/or common and/or public utilities services serving any of the Building Areas, together with and including vaults, manholes, meters, pipelines, valves, fire hydrants and lines, with any associated detector check valve(s), other hydrants, sprinkler controls, conduits, and related facilities on site, piping and surface facilities for storm drainage and retention and detention ponds, and related facilities, and sewage facilities, all of which shall, to the extent reasonably possible, be even with or below the surface of the ground, except for transformers, telephone and television junction boxes, meters and hydrants which will not be underground.

(c) The construction, maintenance, repair, replacement, rearrangement, and reconstruction of parking sites or stalls, sidewalks, driveways, lanes, curbs, gutters, and lighting facilities.

(d) The construction, maintenance, repair, replacement, and reconstruction of signs (with appropriate underground electrical connections), if otherwise permitted.

(e) The construction, maintenance, repair, replacement, and reconstruction of any landscaped areas including planters, planting boxes, edges, decorative walls, and sprinklers and valves.

(f) The ingress and egress of Owners, visitors, invitees, tenants and licensees (and their vehicles) to and from any public streets adjacent thereto, and the ingress and egress of delivery and service trucks and vehicles to and from the Building Areas or any portion thereof and to and from any public streets, for the delivery of goods and materials, and the rendition of services to Owners and their respective heirs, successors, grantees, assigns, and lessees.

(g) Subject to adequate provision for the uses set forth in the other Subsections in this Section 5.01, the rearrangement and reconstruction of loading and unloading areas, and trash, refuse, and garbage container storage areas.

(h) The temporary parking of trucks, tractors, trailers, and other delivery vehicles used in conjunction with the exercise of any of the activities described in Subsection (g) above.

5.02. Prohibited Use of Common Areas. Except for areas specifically designated for the parking of and delivery by trucks and semi-trucks, Common Areas shall not at any time be used for the parking of trucks (other than passenger trucks) or the loading or unloading thereof, except for the parking, loading or unloading of trucks during and in connection with construction of Buildings upon any of the Building Areas and the servicing and supplying of Building Areas; or the construction, repair, or maintenance of parking areas and improvements and facilities herein permitted; upon the condition, however, that any such use shall be confined to the portion of the Common Areas which is reasonably necessary in connection with the matters herein specified and shall be diligently and promptly completed. Any such parking, loading or unloading of trucks permitted hereunder shall be completed in a prompt manner so as to avoid an unreasonable interference with the access to or visibility of the Building Areas. No Owner shall use any parking areas within Common Area for any use other than their intended use of temporary drive access and parking of vehicles.

5.03. No Changes to Location of Common Areas or Buildings. The Owners acknowledge and agree that the Buildings and Common Areas on the Property have been constructed, completed and improved in accordance with the Site Plan, and that no Owner shall cause any the location of any parking areas, vehicular access curb cuts, vehicular access drive lanes, curbs, gutters, common utilities, storm drainage facilities or other structures within the Common Areas, or any Buildings to be changed or altered without the approval of the Declarant, which consent shall not be unreasonably withheld if such changes or alterations to the location of

such improvements do not materially adversely impact or affect the function or maintenance of the Owner's use of the Property.

5.04. Exclusion of Monument Signs. The two (2) monument signs located on the Property (each a "Sign" and collectively the "Signs") as identified on the Site Plan, and all contracts and leases associated with the Signs, are the exclusive property of the Declarant and are not part of the Common Area. The Signs shall not be included in the sale of any Lot. In addition to the easements granted herein, Declarant hereby reserves unto itself an easement over an across any Lot upon which a Sign is located if such Lot is conveyed and transferred to another Owner, for the purpose of accessing, maintain, repairing and replacing such Signs.

## ARTICLE VI EASEMENTS

6.01. Grant of Reciprocal Ingress, Egress, Access and Parking Easements. Owners hereby grant to one another and their respective successors, assigns, mortgagees, lessees, sublessees, employees, agents, tenants, licensees, and invitees, and for the benefit of the Property, permanent, mutual, reciprocal, and nonexclusive easements and rights to use the Common Areas for the purposes for which they are provided and intended, including, but not limited to ingress, egress, access and parking for vehicular or pedestrian traffic, upon or across the parking areas, entrances, exits, driveways, walks, or service drives located within the Property, as the same appear on the Site Plan and, Subject to the provisions of Section 5.03, as they may exist from time to time. Notwithstanding the above, each Lot shall be developed to provide for the requirement amount of parking for the size and use of the Building thereon in accordance with the City ordinances, without receiving any credit from any parking outside of such Lot. Declarant may promulgate parking rules and regulations as Declarant deems reasonably necessary.

6.02. Grant of Reciprocal Separate Utility Lines. Declarant hereby grants to each and every Owner, respectively, nonexclusive easements in, to, over, under, and across the Common Areas of each Lot for the installation, operation, flow and passage, use, maintenance, repair, relocation and removal of sanitary sewers, surface and subsurface storm drainage, retention and detention ponds, water and gas mains, electrical power lines, cable television and telephone lines and other utility lines, all of such sewers, drains, mains, and lines to be underground, serving the respective Lots of each Owner. However, the easement for separate utility lines provided herein shall be limited to such portion of the Common Areas as necessary to provide reasonable utility services to each Lot together with such area on both sides of the utility line as is the ordinary custom and practice in the industry to provide for the installation, operation, and maintenance of the utility. The easements shall be defined and placed of record in conjunction with installation. All separate utility easements shall, to the extent possible, follow the most direct route to tie into common transmission lines except where such direct route would unnecessarily disrupt or damage Buildings and/or structures located upon the Common Areas or Building Areas.

6.03. Grant of Reciprocal Common Utility Lines. Declarant hereby grants to each and every Owner, respectively, nonexclusive easements in, to, over, under, and across the Common Areas of the respective Lots for the installation, operation, flow and passage, use, maintenance, repair, relocation and removal of sanitary sewers, surface and subsurface storm drainage, retention

and detention ponds, water and gas mains, electrical power lines, cable television and telephone lines and other utility lines, all of such sewers, drains, mains, and lines to be underground, serving the respective Lots of each of the Owners, for the service of Common Areas and for use in common with other parties. Notwithstanding the foregoing, however, no Owner may connect to any existing common utility line if such connection or the reasonably anticipated increase in use of the common line resulting from such connection shall cause the total burden on such common utility line to exceed its reasonable capacity. Declarant hereby further reserves to each and every Owner the right to grant such easements in, to, over, under, and across its respective Lots, for the purposes hereinabove enumerated, to such other parties as may from time-to-time be entitled thereto. Easements identifying the exact location and use of such common utility lines and facilities shall be placed of record in conjunction with the installation of the utility. Such common utility facilities shall specifically include reciprocal, nonexclusive easements for installation, operation and maintenance of surface and sub-surface control of storm water runoff and drainage for the exclusive benefit of the Lots included in the Property.

6.04. Location of Utility Easements. Except for easements which are of public record in the Official Records on the date this Declaration is recorded, the location of all utility easements of the character described in this Article VI shall be subject to the prior written approval of the Owner in, to, over, and under whose Lot the same is to be located, which approval shall not be unreasonably withheld, conditioned or delayed. If requested by any utility company or any Owner upon completion of construction of such utility facilities the Owners of Lots affected thereby shall join in the execution of an agreement, in recordable form, appropriately identifying the type and location of such respective utility facility.

6.05. Installation, Maintenance and Repair. Each Owner shall be responsible for the cost of and performing the work associated with the installation, maintenance, and repair of any utility line, equipment and/or facility serving such Owner's Lot and Building. Any such maintenance and repair shall be performed only after the Owner performing the work provides a notice to the other Owners at least two (2) weeks prior to the commencement of such work that describes in reasonable detail the nature of such work together with the estimated completion. Provided, however, that no such notice shall be required in the case of an emergency, which is defined as a situation posing imminent threat of damage to property or harm to human life. Any such utility work described herein shall be done without cost or expense to the other Owner, and in such manner as to cause as little disturbance in the use of the Common Area or Building Area as may be practicable under the circumstances.

6.06. Relocation. At any time, the grantor of any of the utility easements granted pursuant to this Article VI shall have the right to relocate on the land of the grantor any such sewers, drains, mains, and lines and related equipment then located on the land of the grantor; provided that such relocation shall be performed only after thirty (30) days notice of the grantor's intention to so relocate shall be given to the grantee, and such relocation:

- (a) shall not interfere with or diminish the utility services to the grantee;
- (b) shall not reduce or unreasonably impair the usefulness or function of such utility;

(c) shall be performed without cost or expense to grantee, shall be completed in a prompt and professional manner, and shall be completed in a manner which minimizes the impact of the grantor's use of the grantor's Lot; and

(d) shall be made in accordance with and subject to applicable municipal ordinances, building codes, regulatory review, etc. Notwithstanding such relocation, maintenance shall be the obligation of the grantee; provided that if there shall be any material increase in such cost, the grantor shall bear such excess.

6.07. Use of Easements. The easements and rights-of-way, established by this Article VI, shall be for the benefit of and restricted solely to the use of the Owners and their respective successors and assigns, the tenants of the Owners, mortgagees under mortgages covering any of the Property, beneficiaries and trustees under deeds of trust covering any of the Property and to their agents, tenants, employees, licensees, and business invitees and the same is not intended and shall not be construed as creating any rights in or for the benefit of the general public.

6.08. Right to Close Common Areas. Declarant for itself and the then Owners of any portion of the Common Areas reserves the right to close temporarily all or any portion of the Common Areas to such extent as in the opinion of Declarant or the then Owners of the Common Areas is legally necessary and sufficient to prevent the dedication thereof or any accrual of any rights therein in any person other than as created hereby or in the public generally.

6.09. No Further Easements. No Owner shall grant any easement, right-of-way, or right of use with respect to any of the Common Areas, except as provided herein.

## ARTICLE VII CERTAIN RIGHTS AND OBLIGATIONS OF THE OWNERS

### 7.01. Common Area Maintenance.

(a) Management. Except as otherwise stated herein, the Maintenance Director shall be responsible for the maintenance of the Common Areas and all improvements therein, and shall keep the same in a good, clean, attractive, safe and sanitary condition, order and repair, including, without limitation: (i) maintaining, repairing and replacing, when necessary, all paved surfaces lying within the Common Areas, in a level, smooth and evenly covered condition with the type of surfacing material originally installed, or such substitute as shall in all respects be equal or superior in quality, use and durability; (ii) operating, maintaining, repairing and replacing, when necessary, any directional or other common area signage, any shared Common Area lighting to the extent the same is not separately metered, and any other Common Area utilities that are shared by and between the Lots; (iii) performing all other necessary Common Area maintenance, including, but not limited to garbage disposal pickup for any dumpsters shared between the Lots, snow removal, lot sweeping and landscaping in order to maintain the Property in good condition and repair.

(b) Share in Common Area Expenses. Each Owner shall pay its Proportionate Share of the Common Area Expenses. According to the Site Plan, the Common Area Expenses attributable to each Lot as of the date of this Declaration is as follows:

LOT 1A: 42%  
LOT 1B: 30.3%  
LOT 1C: 9.2%  
LOT 2: 3.9%

LOT 3: 5.7%  
LOT 4: 4.2%  
LOT 5: 4.7%

(c) Budget. The Maintenance Director shall submit to each Owner a proposed annual budget for the Common Expenses for the following year. Each Owner shall give the Maintenance Director written notice of its approval or disapproval of such budget within thirty (30) days after receipt. No Owner shall unreasonably withhold, condition or delay its approval of such budget. If any Owner fails to give such notice within such thirty (30) day period, such Owner shall be deemed to have approved such budget. Any disapproval of such budget shall be accompanied by a reasonably detailed explanation for such disapproval. If a Majority of the Owners approve or are deemed to have approved the budget, such budget shall be approved. If a Majority of the Owners do not approve or are not deemed to have approved the budget, the Maintenance Director and all disapproving Owners shall reasonably cooperate to address and resolve the reasons for such disapproval as soon as reasonably possible so as to arrive at a budget that is approved or deemed approved by a Majority of the Owners. Whenever a budget is revised as a result of Owner disapproval, the Declarant shall submit such revised budget to each Owner, and the foregoing process shall be repeated, having  $\frac{1}{2}$  the time periods for approval and disapproval as stated above.

(d) Collection. The Maintenance Director is expressly authorized by each Owner to incur all costs, expenses, fees and other amounts included within the definition of "Common Area Expenses", and each Owner shall contribute such Owner's Proportionate Share in the manner described herein. The Maintenance Director shall make reasonable, good faith efforts to collect from each Owner such Owner's Proportionate Share of Common Area Expenses and may, at its option, do either of the following: (a) invoice each Owner for such Owner's Proportionate Share of Common Area Expenses on a monthly, quarterly or other periodic basis as the actual amount of the Common Area Expenses becomes known (in which event each Owner's Proportionate Share of Common Area Expenses shall be due and payable within thirty (30) days after the delivery of such invoice); or (b) invoice each Owner in advance based on the Maintenance Director's reasonable estimate of the Common Area Expenses for the period concerned, which estimate shall be provided to each Owner at least annually. If the Maintenance Director adopts the second alternative, each Owner shall pay such Owner's Proportionate Share of Common Area Expenses in equal installments on the first day of each month, and within ninety (90) days after the end of each calendar year, the Maintenance Director shall furnish each Owner with a reasonably detailed final statement of the actual amount of such Owner's Proportionate Share of Common Area Expenses for such calendar year. If such final statement reveals that the monthly installments made by an Owner aggregate less than such Owner's Proportionate Share of Common Area Expenses for such calendar year, such Owner shall pay the remaining amount owing to the Maintenance Director within thirty (30) days after such final statement is furnished. If such final statement reveals that an Owner's payments aggregate more than such Owner's Proportionate Share of Common Area Expenses for such calendar year, the excess amount shall be applied by the Maintenance Director to amounts next due from such Owner. All records and accounts maintained by the Maintenance Director that relate to the Common Area

Expenses shall be open to examination and audit by any Owner on at least ten (10) days' prior written notice to the Maintenance Director. All amounts collected by the Maintenance Director shall be deposited and maintained in an operating account for the benefit of the Property. In no event shall the Maintenance Director be required to advance funds to cover expenses which are the obligation of another Owner.

7.02. Liability Insurance. Each Owner shall procure and maintain in full force and effect throughout the term of this Declaration general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its Lot, each Owner's insurance to afford protection in the limits and for the coverage as Declarant may require from time-to-time. Each Owner shall provide each other Owner with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by an Owner which may cover other property in addition to the property covered by this Declaration. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to the other Owners.

7.03. Additional Maintenance. Except as set forth in Section 7.01, each Owner shall maintain in good condition and repair such Owner's Lot and all improvements thereon as reasonable determined by Declarant or as set forth in any rules and regulations promulgated by Declarant for the Property.

7.04. Taxes. Each Owner shall pay, or cause to be paid, directly to the tax assessor, prior to delinquency, all real property taxes and other special taxes and assessments which may be levied or assessed against such Owner's Lot, including the portion of the Common Area located thereon, and including any assessment attributable to appurtenant interests created by this Declaration, subject to the right of any party to contest such taxes and assessments in the manner provided by law.

7.05. Implied Rights. Any Owner may exercise the rights and privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

7.06. Indemnification. Each Owner hereby agrees to indemnify, hold harmless and defend the each other, its affiliates, directors, officers, employees, Board of Directors, Managers, Members, customers, agents, shareholders, attorneys, assigns, designees and successors in interest (the "Indemnitees") from and against any and all liabilities, damages, losses, claims, lawsuits, proceedings, appeals, assessments, fines, actions of any nature (including, but not limited to, declaratory judgment actions), causes of action, decrees, judgments, settlements, court orders, investigations, civil penalties or demands of any kinds, costs, cost to replace, cost to reinstall or repair (including attorney's fees and associated expenses) whether compensatory, exemplary, punitive, special, consequential and/or incidental, including, but not limited to, claims for bodily injury, death and/or property damage (collectively hereinafter referred to as a "Claim") arising out of or resulting or alleged to have arisen or resulted, in whole or in part, such Owner's use of said Owner's Lot.

ARTICLE VIII  
CONDEMNATION AND CASUALTY

8.01. Condemnation. If at any time or times all or any part of the Property shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article VIII shall apply. A voluntary sale or conveyance of all or any part of the Property in lieu of condemnation but under threat of condemnation, shall be deemed to be a taking by eminent domain.

8.02. Proceeds. All compensation, damages, and other proceeds from any such taking by power of eminent domain ("Condemnation Award") attributable to the value of any land within the Common Areas shall be payable only to the Owner thereof and no claim thereon shall be made by any other Owner; provided, however, that each Owner may file collateral claims with the condemning authority over and above the value of the land and improvements located within the Common Areas so taken to the extent of any damage suffered by their respective Building Areas resulting from severance of the appurtenant portions of the Common Areas so taken. The Owner of the portions of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas so owned by such Owner as nearly as practicable to the condition of the same immediately prior to the condemnation and without contribution from any other Owner; provided, however, that the obligation to repair or reconstruct shall be limited such that the cost thereof shall not exceed the amount of the Condemnation Award payable to the Owner of the Common Areas so condemned, less said Owner's costs, including, but not limited to, attorneys' fees and court costs arising out of the condemnation proceedings.

8.03. Casualty. In the event of destruction or damage from fire or any other casualty to any Buildings or improvements erected on the Property, the Owner having its Buildings or improvements destroyed or damaged, at its sole cost and expense, shall within six (6) months of the date of such fire or casualty have: (i) started to rebuild or repair the same; or (ii) removed all debris and leveled the same. If any Owner elects to rebuild or repair, it shall do so within one (1) year of the date of such fire or casualty. If the Owner elects to remove the debris and level the Buildings or improvements destroyed or damaged, the same shall be leveled so that the affected area conforms substantially to the Common Areas surrounding it. The Owner shall retain the right to rebuild such Building or improvement at a later date subject to the terms of this Declaration.

8.04. Casualty Insurance. Each Owner shall, commencing with the start of construction of any Building on its Lot, keep or cause to be kept all of the Buildings constructed on its Lot insured against loss or damage by fire, wind storm, hail, explosions, damage from aircraft and vehicles and smoke damage and such other risks as are from time to time included in "extended coverage" endorsements in the State of Utah in an amount sufficient to restore the same to or replace them with buildings and improvements of comparable size and of at least the quality as originally designed.

8.05. Waiver of Subrogation. Each Owner, for itself and, to the extent it is legally possible for it to do so, on behalf of its fire and extended coverage insurer or on its own behalf to the extent it is acting as a self-insurer as permitted hereunder, hereby releases the other Owner(s)

and its respective tenants and occupants from any liability for (a) any loss or damage to the property of each Owner and its respective tenants and occupants located upon or in the Property, (b) any loss or damage to Buildings or other improvements on the Property or the contents thereof, and/or (c) any other direct or indirect loss or damage caused by fire or other risks, which loss or damage under Subparagraph (a), (b) and/or (c) of this Subsection is of the type generally covered by standard fire and extended coverage insurance in the State of Utah. Each Owner shall, to the extent such insurance endorsement is available, obtain for the benefit of the other Owners and their respective tenants and occupants a waiver of any right of subrogation which the fire and extended coverage insurer of such Owner may acquire against such other Owners and their respective tenants and occupants by virtue of the payment of any such loss covered by such insurance. The foregoing waiver and release shall be operative only so long as the same shall not preclude any Owner from obtaining insurance, and shall have no effect to the extent that it diminishes, reduces or impairs the liability of any insurer or the scope of any coverage under any policy applicable to any portion of the Property or any Buildings therein.

## ARTICLE IX DEFAULT

9.01. Default by Declarant. If the Declarant fails to perform any obligation hereunder and such failure continues for a period of thirty (30) days after written notice of such failure is given to the Declarant by any Owner, or if the performance of such obligation would reasonably require more than thirty (30) days, if the Declarant fails to commence such performance within such thirty (30) day period or thereafter diligently prosecute such performance to completion, the Owner giving such notice may, on written notice to the Declarant and each other Owner, perform such obligation in the stead of the Declarant. Such Owner shall be reimbursed for such performance by all Owners in accordance with each Owner's Proportionate Share in the same manner as if such obligation had been performed by the Declarant.

9.02. Default by Owner. If any Owner fails to perform any obligation under this Declaration and such failure continues for a period of thirty (30) days after written notice of such failure (ten (10) days in the case of any failure to make a payment when due) is given to such Owner by the Declarant (or if the performance of such obligation would reasonably require more than thirty (30) days and such Owner fails to commence such performance within such thirty (30) day period or thereafter diligently prosecute such performance to completion), the Declarant may, on written notice to such Owner, perform such obligation in the stead of such Owner, or exercise any other right or remedy existing at law or in equity. The Declarant shall be reimbursed by such Owner on demand for all costs and expenses (including attorneys' fees) incurred in connection with such performance.

9.03. Late Charges and Interest. Any amount required to be paid hereunder that is not timely paid shall accrue interest on and after the date due until paid in full, before and after judgment, at the rate of eighteen percent (18%) per annum. In addition, a late charge of five percent (5%) of such payment may be charged for any payment not made within ten (10) days after the date due. Such late charge is payable not as a penalty, but in order to compensate the party for the additional expense involved in handling the delinquent payment. The acceptance of any payment that is less

than the entire amount then due shall be on account only and shall not constitute a waiver of the obligation to pay such entire amount.

9.04. Liens. Any amounts owed hereunder which are not paid within thirty (30) days of their due date shall become a lien on the defaulting Owner's Lot. Any lien created pursuant to the terms of this Declaration shall attach and take effect only upon recordation of a claim of lien in the Official Records by the party making the claim. The Maintenance Director shall have the right to cause a lien to be recorded against a Lot in the event of an Owner's failure to pay such Owner's Proportionate Share of the Common Area Expenses as set forth herein. The claim of lien shall include the following:

- (a) The name and address of the lien claimant;
- (b) A statement concerning the basis for the claim of lien;
- (c) An identification by name and address (if known) of the Owner;
- (d) A description of the Lot against which the lien is claimed;
- (e) A description of the work performed which has given rise to the claim of lien;
- (f) A statement itemizing the total amount due, including interest; and
- (g) A statement that the lien is claimed pursuant to the provisions of this Declaration, reciting the date, book and page of recordation hereof.

The notice shall be duly executed and acknowledged and contain a certificate that a copy thereof has been served upon the Owner against whom the lien is claimed, by personal service or by mailing. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including without limitation, suit in the nature of a suit to foreclose a mortgage, deed of trust or mechanic's lien under the applicable provisions of the law of the State of Utah.

## ARTICLE X ENFORCEMENT

10.01. Standing to Enforce. The right to enforce the terms, restrictions, covenants, and easements contained herein shall belong only to the Owners and each Owner's successors or assigns, and to mortgagees under recorded mortgages covering any of the Property, and beneficiaries and trustees under deeds of trust covering any of the Property of the Owners.

10.02. Damages, Injunction. In the event of any violation or threatened violation of any of the terms, restrictions, or covenants contained herein, any Owner entitled to enforce this Declaration will have the right to collect damages for such violation from the date thereof until the same shall be cured, and the right to injunctive relief and any other appropriate remedies available at law or in equity or otherwise, including interest at the Prime Rate as reported in the Wall Street

Journal or comparable publication plus two percent (2%), or the applicable legal rate, whichever is the greatest allowed by law, on reasonable sums advanced to cure any default hereunder.

10.03. Act of God, Etc. If performance of any act or obligation of an Owner is prevented or delayed by an act of God, war, labor disputes, or other cause or causes beyond the reasonable control of such Owner, the time for the performance of the act or obligation shall be extended for the period that such act or performance is actually delayed or prevented by any such cause.

10.04. Attorney's Fees. In the event that any suit is brought as the result of any alleged breach of this Declaration, the successful party or parties to such suit shall be entitled to collect reasonable attorneys' fees and court costs from the losing party or parties; and any judgment or decree rendered shall include an award thereof. Such fees and costs shall specifically include attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), all appearances in bankruptcy or insolvency proceedings, fees and expenses incurred in connection with the appointment of a receiver, appeals and any anticipated post-judgment collection services, and all court costs and such additional fees as may be directed by the court.

10.05. No Termination. It is expressly agreed that no breach or violation of this Declaration will terminate this Declaration, but this limitation will not affect, in any manner, any other rights or remedies for any breach of this Declaration.

10.06. First Liens; Foreclosure. A breach or violation of any of the terms, restrictions, or covenants of this Declaration will not defeat or render invalid the lien of any first mortgage or first deed of trust, made in good faith and for value, or any mortgages securing construction financing on any Lot; but such terms, covenants, and restrictions will be binding on and be effective against anyone whose title to any portion of the Property is acquired by foreclosure, trustee's sale, or otherwise.

10.07. Cumulative Remedies. The specified remedies to which any person entitled to enforce this Declaration may resort under the terms of this Declaration are cumulative and are not intended to be exclusive of any other remedies or means of redress to which any person entitled to enforce this Declaration may be lawfully entitled in case of any breach or threatened breach of any provision of this Declaration. Failure to insist in any one or more cases upon the strict performance of any of the covenants of this Declaration or to exercise any remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or remedy.

10.08. Dispute Resolution. In the event of any controversy or dispute of an Owner or Owners against the Declarant, such controversy or dispute shall be settled or made by binding arbitration in Salt Lake County, Utah, pursuant to the Utah Uniform Arbitration Act or other applicable Utah law, and where not inconsistent, in accordance with the Commercial Arbitration Rules of the American Arbitration Association now or hereafter in effect. The Owner(s) and Declarant shall unanimously select the arbitrator. In the event the Owner(s) and Declarant are unable to unanimously select an arbitrator within ten (10) days of meeting to appoint an arbitrator, the American Arbitration Association shall select the arbitrator. The Owner(s) and Declarant shall confer with the arbitrator and together shall decide upon a time and place for the arbitration

hearing. If the Owner(s), Declarant and the arbitrator are unable to agree upon a time and place for the arbitration hearing, the arbitrator shall determine the time and place for the arbitration hearing.

#### ARTICLE XI DURATION

11.01. Duration. This Declaration and each easement, covenant, condition, and restriction hereby created shall continue for a period of twenty-five (25) years from the date hereof, and shall renew automatically for successive five (5) year periods unless amended or terminated as provided herein.

#### ARTICLE XII AMENDMENTS AND MODIFICATIONS

12.01. Consent to Modification. Except as otherwise specifically set forth in this Declaration, this Declaration and any provision, restriction, covenant, or easement contained herein may be terminated, extended, modified, or amended only with the written consent of a Majority of the Owners; provided, however, that no termination, extension, modification or amendment of this Declaration shall be effective unless a written instrument setting forth the terms thereof has been executed as herein provided, acknowledged, and recorded in the Official Records; provided further that any amendment to this Declaration which would impact the Proportionate Share shall require a unanimous vote of the Owners. Notwithstanding the foregoing, the Declarant may amend, modify, extend or terminate any provision, restriction, covenant or easement contained herein without the consent of the other Owners, but only if the Owners of the Lots who do not expressly consent are not materially adversely affected, as reasonably determined by Declarant. Notwithstanding anything to the contrary contained herein, the Declarant may create, amend or modify the legal description for any Lot within the Property owned by Declarant, and create, amend or modify the Site Plan for any Lot of the Property owned by Declarant, all without the consent of the other Owners, and without the consent of any mortgagee, trust deed beneficiary, or other lienholder ("Lienholders"), so long as the resulting Site Plan does not unreasonably deny access to the portion of the Property in which such other Owners or Lienholders may have an interest.

12.02. No Consent of Other Persons. Anything in this Article XII to the contrary notwithstanding, no tenant or any other person having any interest in the Property other than those persons specifically designated in Section 12.01 above need consent to any termination, extension, modification, or amendment of this Declaration or any part hereof.

#### ARTICLE XIII MISCELLANEOUS

13.01. Not a Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Declaration will be strictly limited to and for the purpose expressed herein.

13.02. Severability. If any clause, sentence, or other portion of the terms, covenants, conditions, easements or restrictions of this Declaration becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions shall remain in full force and effect.

13.03. Dominant and Servient Estates. Each and all of the easements and rights granted or created herein are appurtenances to the applicable portions of the Property and none of such easements and rights may be transferred, assigned, or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the property benefited shall constitute the dominant estate, and the particular areas of the Property which respectively are burdened by such easements and rights shall constitute the servient estate.

13.04. Covenants Run with Land. Each and all of the covenants, restrictions, easements and provisions contained in this Declaration (whether affirmative or negative in nature)

(a) are made for the direct, mutual, and reciprocal benefit of each Lot described herein;

(b) will create mutual equitable servitudes upon each Lot in the Property in favor of the Property;

(c) will bind every person having any fee, leasehold, or other interest in any portion of the Property at any time or from time-to-time to the extent that such portion is affected or bound by the covenant, restriction, easement or provision which is to be performed on such portion; and

(d) will inure to the benefit of the Owners and each Owner's successors and assigns as to the respective Lot in the Property, and to the benefit of mortgagees under mortgages covering the Property and beneficiaries and trustees under trust deeds covering the Property.

13.05. Compliance with Laws. The Owners shall comply promptly with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies pertaining to the use or occupancy of the Property, as such statutes, ordinances, regulations, orders, and directives now exist or may hereafter provide.

13.06. Benefit and Burden. The terms, covenants, restrictions, easements and conditions contained herein shall inure to the benefit of and shall be binding upon the Owners, and any other person having any interest in the Property and their respective legal representatives, successors, and assigns.

13.07. Intent and Purpose. The provisions of this Declaration, and any supplement or amendment hereto, shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property. Failure to enforce any provision, restriction, easement, covenant, or condition in this Declaration, or in any supplement or amendment hereto, shall not operate as a waiver of any such provision, restriction, easement, covenant, or condition or of any other provisions, restrictions, easements, covenants, or conditions.

13.08. Construction. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The articles and section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Declaration or any article, section, or provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

13.09. Address for Notices. All notices or demands intended to be served upon any Owner shall be in writing and shall be deemed given or made when received or five (5) days after being sent by registered or certified U.S. mail, postage prepaid, addressed as follows:

If to Declarant: ROCKWELL RIDGE BUSINESS PARK, LLC  
138 E 12300 S Ste C165  
Draper, UT 84020

or in the case of any successor Declarant, at the address for tax notices for such Owner as set forth on the records of the Salt Lake County Recorder's office from time to time.

If to an Owner: To the address for tax notices as set forth on the records of the Salt Lake County Recorder's office from time to time.

**13.10. Effective Date.** This Declaration shall take effect immediately upon recording.

13.11. Owner Obligations. All obligations of each Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that it may be leasing, renting, or selling its Lot under contract. The Owner shall have no obligation for expenses or other obligations accruing after it conveys the fee title for such Lot to another party.

13.12. Successors to the Initial Declarant. Rockwell Ridge Business Park, LLC shall continue as the Declarant hereunder, even after it no longer owns an interest in the Property, until it shall elect to resign as Declarant. Any Declarant may, so long as it is entitled to be the Declarant, assign, upon notice to the Owners, its rights and obligations as the initial Declarant to one of its affiliated entities (whether or not the transferee is an Owner) at any time upon written notice to all of the Owners which appointment shall terminate at such time as the appointing party's right to be the Declarant terminates. Furthermore, any Declarant may resign as Declarant at any time upon notice to all of the Owners at which point the rights and responsibilities of the Declarant shall automatically transfer to a successor Declarant as hereinafter provided. At such time as the initial Declarant resigns as Declarant, then the rights and responsibilities of the "Declarant" shall automatically transfer to such Owner as at such time owns the largest total amount of square footage of real property within the Property. Each such successor Declarant shall automatically

have all of the prior Declarant's rights and obligations under this Declaration; and the prior Declarant shall be relieved of the performance of any further duty or obligation hereunder. Each successor Declarant following Rockwell Ridge Business Park, LLC shall automatically be removed as Declarant at such time as such party ceases to be an Owner of any Lot within the Property or resigns from being Declarant.

13.13. Mortgagee Protection. No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of any lien provisions herein, shall render invalid the lien of any mortgage or deed of trust on any of the Property made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee sale, or otherwise.

13.14. Rules and Regulations. Declarant shall have the right, without the approval of the Owners, to promulgate rules and regulations, and to waive, rescind, add to and amend any rules or regulations with respect to any Owner, tenant or other occupant of the Development, as Declarant in its reasonable judgment shall from time to time find necessary or appropriate in order to provide for the safety, protection, care and cleanliness of the Development, the operation thereof, the preservation of good order therein, and the protection and comfort of Owners, tenants and their employees, agents, customers and invitees, which rules and regulations, when made and written notice thereof is given to each Owner and occupant of the Development, shall be binding upon it in like manner as if originally herein prescribed, except to the extent such additional rules or regulations conflict with the express provisions of the Declaration. The amendment or waiver by Declarant of any rules or regulations for the benefit of any particular Owner of the Development shall not be construed as a waiver of such rules and regulations in favor of any other Owner or tenant, nor prevent Declarant from thereafter enforcing any such rules and regulations against any or all of the Owners or tenants in the Development.

***SIGNATURE ON FOLLOWING PAGE***

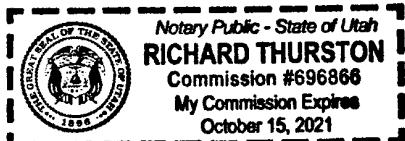
IN WITNESS WHEREOF, the Declarant has duly executed this Declaration the day and year first above written.

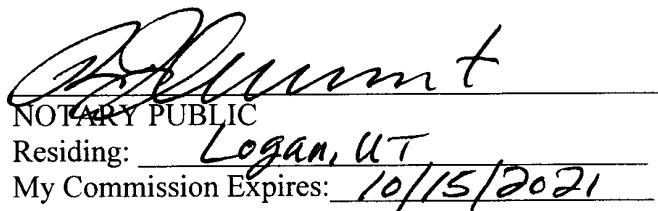
ROCKWELL RIDGE BUSINESS PARK, LLC  
a Utah limited liability company

By:   
Brian Christensen, authorized agent

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

On the 31 day of January, 2019, personally appeared before me Brian Christensen, the signer of the foregoing instrument who duly acknowledged to me that he is a Member of ROCKWELL RIDGE BUSINESS PARK, LLC and is authorized to execute this document on behalf of said company and that he executed the same.



  
NOTARY PUBLIC  
Residing: Logan, UT  
My Commission Expires: 10/15/2021

**Exhibit "A"**  
**PROPERTY LEGAL DESCRIPTION**

The five lots, located in Salt Lake County, Utah, with Lot #1 being further divided for purposes of calculating the proportion of common area responsibility by assigning a proportionate amount of Lot #1 to each building located on Lot #1 based on the building's size. The lots include: Parcel Record No: 3312326011, 3312326010, 3312326009, 3312326008 and 3312326007 legally described as follows:

**Exhibit "B"**  
**LOT DESCRIPTIONS**

*[See Attached]*

**Parcel 1: (33-12-326-011)**

**Lot 1, ROCKWELL RIDGE BUSINESS PARK, as shown by the official plat thereof, on file and of record in the Salt Lake County Recorder's Office, State of Utah.**

**Parcel 2: (33-12-326-010)**

**Lot 2, ROCKWELL RIDGE BUSINESS PARK, as shown by the official plat thereof, on file and of record in the Salt Lake County Recorder's Office, State of Utah.**

**Parcel 3: (33-12-326-007)**

**Lot 3, ROCKWELL RIDGE BUSINESS PARK, as shown by the official plat thereof, on file and of record in the Salt Lake County Recorder's Office, State of Utah.**

**Parcel 4: (33-12-326-008)**

**Lot 4, ROCKWELL RIDGE BUSINESS PARK, as shown by the official plat thereof, on file and of record in the Salt Lake County Recorder's Office, State of Utah.**

**Parcel 5: (33-12-326-009)**

**Lot 5, ROCKWELL RIDGE BUSINESS PARK, as shown by the official plat thereof, on file and of record in the Salt Lake County Recorder's Office, State of Utah.**

**Exhibit "C"**  
**SITE PLAN**

*[See Attached]*



**Exhibit "D"**  
**PROHIBITED USES**

1. A facility for any use which is illegal.
2. Any dumping, disposing (other than in the designated trash removal areas), incineration, or reduction of garbage.
3. Establishment providing nude or topless entertainment or wait staff, or any establishment selling or exhibiting pornographic materials (including, without limitation, adult books or videos). Materials shall be considered "adult" or "pornographic" under this paragraph if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict sexuality.
4. Any operation primarily used as a storage warehouse operation and any distilling, refining, smelting, agricultural, or mining operation.
5. Any pawn shop, "second hand" store, "schlock" store, or "surplus" store.
6. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the freedom of an occupant to determine its own selling prices nor shall it preclude the conduct of any seasonal sales, promotional or clearance sales or legitimate going out of business sales in compliance with applicable laws).
7. Any central laundry, dry cleaning plant, or laundromat.
8. Any automobile, truck, trailer, or mobile home sales, leasing, display, service and/or repair operation.
9. Any tire center, oil change service, gas station, tire center or carwash.
10. Any skating rink or roller rink.
11. Any mortuary or funeral home.
12. Any animal raising or boarding facilities.
13. Any flea market.
14. Any amusement, video arcade, pinball, computer or other game rooms, pool or billiard hall, dance or music hall, disco or nightclub or any other facility operated solely for entertainment purposes, such as a "laser tag" or "virtual reality" theme operation.

15. Any training or educational facility, including, but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers, or any day care center.
16. Any gambling facility or operation, including, but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/black-jack keno machines or similar devices; or bingo hall.
17. Any carnival, amusement park or circus.
18. Any banquet hall, auditorium, or other place of public assembly.
19. Any liquor store (provided, however, that the foregoing shall not be deemed to prohibit the sale of beer, wine and/or alcohol for on-premises consumption at any restaurant with all necessary governmental licenses for such use).
20. Any venue for in-person, on-site sporting events; provided, however, that the foregoing shall not prohibit the demonstration of sporting goods for sale.
21. Any hazardous substances, except in the ordinary course of its usual operations conducted thereon, and any such use shall at all times be in compliance with all applicable hazardous substance's laws.
22. Any outdoor meetings, events or promotional activities.
23. Any shooting gallery.
24. Any health club, gymnasium or dance studio.
25. The sale, rental, servicing (including diagnostic testing, maintenance and repair) and/or warehousing (and, if applicable, installation in motor vehicles), whether new, used or refurbished, of any of the following: electronic equipment or appliances (including, without limitation, televisions, stereos, radios and DVD or video machines); major household appliances (including, without limitation, refrigerators, freezers, stoves, microwave ovens, dishwashers, washers and dryers); personal computers and peripherals, computer software; digital, downloadable and streamable entertainment; car radios, stereos, tape decks or phones; entertainment software, including compact discs, music videos, DVDs and prerecorded tapes; accessories and connectors for use with any of the foregoing products (including, without limitation, cable connectors, surge protectors, cables, wires and batteries); telephones, telecopy, facsimile and photocopy machines; photographic cameras or equipment; office equipment; any substitutes for or items which are a technological evolution of the foregoing items.
26. The operation of: (i) a bowling alley; (ii) billiards tables; (iii) electronic arcade games; and (iv) a "sports theme bar."
27. Any overnight lodging or other use of the Property for living or sleeping quarters.

28. Any overnight parking of vehicles.
29. In addition, businesses and activities shall conform to that certain Amended Development Agreement for Aclaime at Independence dated November 16, 2016 which has been filed with the Bluffdale city and recorded on December 17, 2019 in the official records of Salt Lake County as Recording No.: 13149332 in Book 10873 at Page 8384-8421.