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JAMES ASHNER, DAVIS CITY RECORDER
1998 OCT 21 9:26 AM FEE 21.00 DEP 8.00
REC'D FOR TATE BRAUMER CORP
UNIT 1, 2 & Common Area
01- 239-0001 thru
0003

DECLARATION,
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTH WOOD LOT 13 PLANNED UNIT DEVELOPMENT

THIS DECLARATION is made and executed this 24th Day of April, 1998 by
BUSINESS VILLAGE, I.C. (herein referred to as "Declarant").

Recitals

A. Declarant is the owner of that certain parcel of real property in Davis County, Utah hereinafter described, or is the holder of a contractual right to become the owner of such real property.

B. Declarant intends to develop a project consisting of said parcel and two office/warehouse Units, including certain other improvements. Such construction is to be performed in accordance with the site plan contained in the Survey Map.

C. Declarant desires, by filing this Declaration and its Survey Map, to submit said parcel and all improvements now or hereafter constructed thereon to the provisions of this declaration.

D. Declarant intends to subject the title to the two individual Units, together with the ownership interests in the Common Area and Limited Common Area appurtenant to each unit, to the covenants, restrictions and the limitations herein set forth.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby makes the following Declaration:

I. DEFINITIONS

When used in this Declaration, the following terms shall have the meanings indicated.

1. Declaration – shall mean and refer to this Declaration.
2. Survey Map – shall mean and refer to the Survey Map filed herewith, titled North Wood Lot 13 Planned Unit Development, consisting of one sheet and prepared and certified as Project 98-136 by Hill, Jamison and Associates, Inc., a duly registered Utah Land Surveyor.
3. Parcel – shall mean and refer to all of Lot 13, North Wood Business Center, Davis County, Utah.
4. Common Areas and Facilities – shall mean and refer to:
 - a. All foundations, columns, girders, beams, supports, and wall material constituting a portion of or included in the dividing wall which separates the two Units.
 - b. All installations for and all equipment connected with the furnishing of the central services of water, sewer and storm drainage, and easements for their maintenance and easements for utilities servicing each Unit.
 - c. Each Unit shall have a 50% undivided interest in the common areas.
5. Limited Common Area – shall mean and refer to all portions of the parcel and project not specifically included in the definitions of Common Area or Unit. A straight line running between the two units from the front lot line to the rear lot line of the parcel divides the Limited Common Area into two portions. Each portion is appurtenant to the Unit on its side of said straight line.
6. Unit – shall mean and refer to one of the office/warehouse Units, which is designated as a Unit by a number on the Survey Map. Except for those included in the dividing wall which are defined as Common Area above, all foundations, columns,

girders, beams, supports, walls, floors, ceilings, roofs and equipment shall constitute a part of the Unit. The dividing wall which separates the two units shall, from end to the surface of such wall to its center, constitute a part of the Unit to which it relates. A Unit shall not include pipes, wires, conduits and other utility lines running through it which are utilized for or which serve the other Unit or both Units.

7. Unit Number - shall mean and refer to the number, letter or combination thereof which designates a Unit on the Survey Map.
8. Unit Owner or Owner - shall mean and refer to the owner of the fee in a Unit and the percentage of undivided interest in the Common Area which is appurtenant thereto.

II COVENANTS, CONDITIONS

AND RESTRICTIONS

Lot 13, North Wood Business Center, Davis County, State of Utah, according to the official plat thereof, is hereby subjected to the following covenants, conditions and restrictions:

1. The Common Areas and Limited Common Areas contained in the Project are described in Article 1 above. The percentage of undivided interest in the Common Areas and the appurtenant Limited Common Areas shall not be separated from the Unit to which it appertains; and such shall automatically accompany the transfer of the Unit to which it relates.
2. For purposes of determining the percentages of the undivided interests in the Common Areas and Facilities which are appurtenant to the various Units, such have been

fixed upon the basis that the floor space of each Unit is similar and there are two such units, hence the percentage is 50% for each Unit.

3. No Unit shall be used or occupied in violation of law, so as to create a nuisance or interfere with the rights of any Unit owner or in such a way as to cause an increase in the costs of insurance coverage.

4. Any time after the first two years following the recordation of this document, any owner who plans to sell his or her Unit or to enter into any agreement for another's occupancy thereof, shall at least 10 days before the transaction is to be consummated, give the owner of the other unit written notice of such intentions. The notice shall furnish the name and address of the proposed purchaser or occupant and the terms of the transaction. At any time within seven days after its receipt of the notice, the other owner shall have the right to enter into the transaction upon the same terms as those offered.

5. The project shall be subject to all applicable laws, including but not limited to the municipal zoning and building ordinances, rules and regulations of North Salt Lake City.

6. The project is subject to the Covenants, Conditions, Restrictions and Easements and the obligations therein contained in the instrument recorded March 13, 1997, Entry 13097728, Book/Page 2105/85, in the office of the Davis County Recorder.

7. Each unit owner shall be entitled to the exclusive use of his unit and its associated Limited Common Area, subject to the restrictions herein.

8. Each unit owner shall pay 50% of the expenses for the periodic service and maintenance of the Common Areas and facilities and for water, sewer, storm drainage and landscaping area.

9. Fencing of any kind shall not be permitted in front of the front line of the buildings. Fencing behind the front line of the buildings shall be permitted provided that all covenants and restrictions herein are complied with.

10. Each owner is required to maintain the exterior of its Unit and its Limited Common Area and to keep them clean, functional, attractive and in generally good condition and repair.

11. Each owner has the responsibility to insure its Unit and the common area and their Limited Common Area. Each owner shall carry liability insurance covering the entire project.

EXECUTED the day and year first above written.

Business Village, L. C.

By J. McDonald Brubaker
J. MCDONALD BRUBAKER, MEMBER

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 21st day of April, 1998, personally appeared before me, a Notary Public, J. MCDONALD BRUBAKER, who being by me duly sworn did say that he is the MEMBER AND REGISTERED AGENT of Business Village, L.C. the Declarant, and that the foregoing Declaration was signed by him on behalf of said Declarant.

Marcia Anderton
Notary Public

My commission expires:

