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RCIAL INC

**RETURNED**

**AUG 08 2007**

01-400 + Lot #

**DECLARATION OF COVENANTS,**  
**CONDITIONS, AND RESTRICTIONS OF**  
**THE RIVER BEND INDUSTRIAL SUBDIVISION IN THE CITY OF NORTH SALT**  
**LAKE**

This Declaration of Covenants, Conditions, and Restrictions is made and executed this 8 day of aug 2007 by Michael G. Carter, President of River Bend Commercial Inc. hereinafter referred to as "Declarant."

**RECITALS:**

Declarant is the Owner of a certain tract of Real Property located in the city of North Salt Lake, Salt Lake and Davis County, Utah, more particularly described in below.

Declarant desires to develop the property utilizing a coordinated and comprehensive development plan. Thereby securing to each owner the full benefit, enjoyment, and value of the property. The project shall be known as the River Bend Industrial Subdivision.

The purpose of this Declaration is to provide for the possession, enjoyment, use, repair, maintenance, and improvement of the Project for each owner thereof and to establish thereon a Business Park.

Now therefore it is hereby declared that the Project shall be held sold, conveyed leased, rented, encumbered, and used subject to the provisions of this Declaration, hereby specifying that this Declaration shall constitute covenants that shall run with the land and shall be binding on and for the benefit of the Declarant, and all subsequent owners of all or any part of the project, their successors and assigns together with their grantees, heirs executors administrator, devisees, and assigns for the benefit of the project.

The real property subject to this declaration is described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 River Bend Industrial Subdivision, according to the official plat thereof, as recorded in the Office of the Davis County Recorder.

## ARTICLE I

### Definitions

- 1.1 The following terms used in this Declaration are defined as follows:
- (a) "Design Review Committee" or "Committee". Shall mean the declarant so long as declarant holds any interest in the above-described real property. At such time as declarant sells, abandons or otherwise disposes of its entire interest in the above-described real property, other members of the association may elect a design review committee.
  - (b) "Declarant". Shall mean River Bend Commercial Inc.
  - (c) "Declaration". Shall mean this instrument as it may be amended from time to time.
  - (d) "Lot". Shall mean any individual parcel shown upon the business park plat or to be created in the project that may be conveyed by reference to the number of such Lot designated on the plat.
  - (e) "Owner". Shall mean the person or persons or entity holding a fee simple ownership interest in a Lot or Unit including Declarant. In the event a Lot or Unit is the subject of any executory contract for sale, the contract purchaser shall, unless the seller and the purchaser have otherwise agreed, be considered the Owner for purposes of voting on amendments or for selection of the Design Review Committee after declarant has divested itself of any interest in the subject property. The term Owner shall not mean or include a mortgagee or beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
  - (f) "Project". Shall mean the entirety of the above-described real property located in Salt Lake and Davis Counties in the State of Utah.

## ARTICLE II

### Project Description, Declarant, and Owner Rights

2.1 Project Description. The Project consists of all of the real property described above. Declarant reserves the right to change or modify the Project by increasing or decreasing the number of Lots, Units, or Parcels in the Project or by changing the location configuration or size of any Lot or Parcel in the Project as deemed necessary or desirable. Any such changes shall be reflected in the plat maps submitted for approval to the City of North Salt Lake, and its acceptance

thereof.

2.2 Owner's Obligation to maintain Lot. In order to preserve the appearance and value of the Project, each Owner shall maintain his or her Lot, together with the improvements thereon, in a safe, sanitary, and attractive condition. Should an Owner fail to maintain his Lot in a manner acceptable by the Design Review Committee, the Committee shall provide written notification to the Owner specifying the work required and providing a reasonable amount of time for the Owner to complete the maintenance specified. If the Owner fails to complete the maintenance within the period specified the Committee shall have the right to enter upon the Lot to cause the maintenance to be completed and shall have the right to recover the cost from the Owner.

2.3 Declarant's Reservation of Easement. Declarant reserves for itself, its successors, assigns, and for other developers and builders who develop or purchase Lots in the Project:

- (a) Easements for activity necessary to sell, improve, lease, or otherwise dispose of the Lots.
- (b) Easements for all acts reasonably necessary to complete the improvement or repair of the Project, for ingress and egress, drainage, utilities, operation and storage of construction equipment, and the installation and maintenance of temporary structures.

These easements shall exist until the last Lot is sold by the Declarant or its assigns.

### ARTICLE III

#### Enforcement of Restrictions

3.1 General. The Committee or any Owner shall have the right to enforce compliance with the Project Documents by any lawful means including proceedings at law or in equity against any persons violating or attempting to violate any provisions of the Project Documents either by bringing an action to enjoin the violation or to recover damages. Prior to bringing an enforcement action, written notice of violation shall be provided to the owner of the non-compliant Owner, and a reasonable time to correct any non-compliance shall be granted.

In the event the Committee or any Owner shall institute legal action against any Owner to enforce compliance with or due to a breach of any provisions of the Project Documents the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other amount due as provided herein.

### ARTICLE IV

#### Architectural Control

4.1 Approval of Improvements. To enhance the architectural harmony of the River Bend Industrial Subdivision, and give architectural design direction to owners and builders, no

Improvements may be constructed, added, altered, or in any other way changed without the prior written approval of the Design Review Committee "Committee." Additionally, no structure, wall, fence, partition, or different or unusual landscaping feature of any kind shall be commenced, erected, nor shall any alteration, addition, or expansion, which changes or alters the exterior appearance of any structure on any Lot be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Design Review Committee.

4.2 Exception. Notwithstanding Section 4.1, no committee approval shall be required for initial improvements constructed by, or with the express written approval of the Declarant, for normal maintenance of previously approved improvements or for changes made to the interior of a previously approved structure.

4.3 Design Review Committee. The Committee shall be composed of three (3) members. Declarant shall appoint all of the committee's initial Members and, reserves the right to appoint a majority of the committee members until all Lots held by declarant or its assigns have been sold, and declarant no longer has any interest in the project. After all Lots have been sold, the Owners shall have the right to elect and appoint all members of the committee. Persons appointed to the committee do not need to be Owners.

4.4 Architectural Guidelines. The Architectural Design Guidelines shall be those adopted within these Covenants, Conditions and Restrictions for the River Bend Industrial Subdivision, along with any requirements of North Salt Lake City.

4.5 Committee Approval Process. Any Lot Owner, builder, or developer (hereafter applicant) proposing to construct, add to, alter, or in any way change any improvement in the Project shall apply in writing to the Committee for approval of the proposed work to be performed. The Committee may charge a reasonable application fee for Design Review. The Committee shall review plans to insure compliance with the Architectural Review Guidelines, and will consider the compatibility of the proposed improvements to adjacent, existing, or proposed architecture, to facilitate neighborhood harmony and street appeal.

4.6 Inspection & Non-compliance. The Committee shall have the right at any reasonable time, after reasonable notice, to enter upon any portion of the Project to determine if the work being performed or was performed is in compliance with the Design Review Submittals or Architectural Review Guidelines. If the work is not in compliance with the submittals or the Guidelines in any way, the Committee shall notify the Owner of such non-compliance and provide a reasonable time period for the Owner to remedy the non-compliance.

If the owner fails to remedy such non-compliance within the specified period, the Committee shall have the right to remedy the non-compliance as permitted by law, or in equity. The Committee shall have the right to assess the cost incurred in enforcing these provisions against the Owner and the Owner shall have the obligation to reimburse the Committee for the same.

4.7 Waiver. The Committee's approval of any plans, specifications, or drawings for any proposed or constructed improvements shall not be deemed to constitute a waiver of any right of the Committee to withhold approval for any similar plan, drawing, or specification submitted for approval.

4.8 Liability. The Declarant, and Members of the Committee and Committee, shall not be liable to any Owner or third party for any claim for damages, loss, or prejudice suffered or claimed due to the approval or disapproval of any plans drawings or specifications, nor due to construction of any improvements on any portion of the Project. It is understood that approval by the Declarant, or Committee of any plans, drawings, or specifications does not constitute approval of the same by the City of North Salt Lake, nor of any governmental agency having authority over the Project. Neither the Committee, the Owners nor the Declarant assume any liability or responsibility for any defects in plans or specifications for improvements or for any defect in any structure built from plans or specifications.

## ARTICLE V

### Use Obligations and Restrictions

5.1 General Use Restrictions. All buildings or structures erected on the Project shall be used in accordance with applicable zoning and land ordinances of the City of North Salt Lake. All applicable parking, setback, and height restrictions set forth in the Land Use Development and Management act of North Salt Lake City shall apply. Each owner, tenant, lessee, guest, invitee, or other occupant of a Lot shall be required to comply with the provisions of this document.

5.2 Garbage and Refuse. Except for regularly scheduled pick up days all refuse containers shall be screened and concealed from view from the street. Rubbish, trash, and garbage shall not be allowed to accumulate on any improved or unimproved Lot.

5.3 Signs. Without prior approval of the Committee, no advertising signs, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot or any portion of the Project, excluding such signs as may be required by legal proceedings or "For Sale, Lease, or Rent" signs not exceeding four (4) square feet. Any signs permitted by the Committee shall comply in every respect with the Sign Regulations of North Salt Lake City and its Land Use Management and Development Code. Except as set forth above, even with Committee approval, signage is limited to promotion of products and businesses found on the lot where the sign is located, and no other signage or advertising of any kind shall be permitted.

5.4 Party Walls. It is possible that some of the buildings constructed on the above-described real property shall share a common or party wall. To the extent that common or party walls exist, the expense of their construction and maintenance shall be shared on a pro-rata basis between the parties constructing the walls.

5.5 Quiet Enjoyment. No noxious or offensive activity shall be carried on in any Lot or other part of the Project, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners. All improvements on any Lot shall be subject to the following restrictions and architectural design standards.

5.6 Exterior Requirements. No structure shall be built having less than 100 % of all the exteriors of the structure being of brick, stone, concrete, stucco or glass. The color of all masonry used shall be disclosed to the Committee and the Owners are encouraged to submit samples. Except for soffit or fascia, the use of metal or vinyl exterior materials is prohibited.

5.7 No Used or Temporary Structure. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. No metal building or metal storage sheds are allowed.

5.8 Completion Required Before Occupancy. No building or other structure may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

5.9 Design Review. No improvements of any kind shall be erected, altered or permitted to remain on any lands included in the Property, nor shall any excavating, alteration of any stream or canal, clearing, removal of trees or shrubs, or landscaping be done on any lands included in the property, unless the complete plans and specifications therefore are approved by the Design Review Committee prior to the commencement of such work.

A fee of \$200.00 shall be paid to the Design Review Committee to cover costs and expenses of review. Improvements costing less than \$500.00 shall be submitted to the Design Review Committee for approval but the fee of \$200.00 shall not be required.

The Design Review Committee shall consider the materials to be used on the external features of all buildings or structures, including exterior colors, harmony of external design with existing structures of other Lots, location with respect to topography, finished grade elevations, and harmony of landscaping with the natural setting. The complete architectural plans and specifications must be submitted in duplicate and must include at least four different elevation views. One complete copy of plans and specifications shall be signed for identification by the Owner, and left with the Design Review Committee. In the event the Design Review Committee fails to take any action within 45 days after complete plans for such work have been submitted to it, then all of such submitted plans shall be deemed approved.

5.10 Variances: Where circumstances, such as topography, hardship, location of property lines, location of streams or other matters require, the Design Review Committee may, by an affirmative vote of its members, allow reasonable variances as to any of the architectural covenants and restrictions contained in this instrument, on such terms and conditions as it shall require.

5.11 Construction Quality: The Committee will base its approval of construction plans, specifications, landscaping plans and other alterations on the acceptability and harmony with other structures in the Subdivision of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. The Committee shall have final control for approval of all color and material plans. The Committee is prohibited from approving any design or plan that expressly violates the provisions of this declaration.

All structures constructed on the Property shall be of new materials, except pre-approved used brick, and shall be of good quality workmanship and materials. Only those exterior materials that will blend harmoniously to the natural environment, with special emphasis on earth toned colors, shall be permitted. All Owners shall strictly comply with all state, and federal laws and county ordinances pertaining to fire hazard, and environmental control.

5.12 Building Location and Height. Any and all buildings shall be located in compliance with any front, side and rear yard setbacks, and height restrictions set forth in the Land Use Development and Management Act of North Salt Lake City.

5.13 Landscaping. Landscaping shall at a minimum meet the requirements of the Land Use Development and Management Act of North Salt Lake City. No fence, wall, or screen shall be erected without prior written approval of the Committee. Owners shall plant trees and shrubs to enhance the natural beauty of the lots, provide windbreaks and improve erosion control. The planting of trees that will have a high profile and obstruct views from neighboring Lots is prohibited. Such trees may be pruned or removed at the discretion of the Committee. No plantings or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Property and must be approved by the Committee.

5.14 Exterior Antennas, Lights and Power Lines. Exterior antennas are prohibited unless hidden. Exposed metal flues, vents, ventilator or other metallic rooftop protrusions shall be coated or painted with a neutral color that will blend harmoniously with the surrounding property. Satellite dishes will be allowed provided they are placed or screened so they are not visible to neighboring properties and streets. The location of satellite dishes must be approved by the Committee. All power lines and similar utility cables shall be buried underground.

5.15 Nuisances; Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or be operated upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with

the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber and other building materials will be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may also require screening of the storage areas.

No owner shall permit any thing or condition to exist upon any Lot that shall induce, breed or harbor disease carrying insects or noxious plants or weeds. The Committee in its sole discretion shall have the right to determine the existence of any nuisance. The following trees, because of their undesirable characteristics, are prohibited.

Tree of Heaven (Paradise)	American Plane Tree	Lace Leaf Poplar
Silver Poplar	Bolleana Poplar	Narrow-leaf Poplar
Carolina Poplar	Freemont Poplar	Lombardy Poplar
Black Locust	Siberian Elm	American Elm
Chinese Elm	Russian Olive	

**5.16 Repair of Building.** No building or structure on any Lot shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required herein, such building or structure shall be immediately repaired or rebuilt or shall be demolished. All lots and the Improvements on them shall be maintained in a clean, sanitary, and attractive condition at all times. No unsightliness is permitted on any Lot.

**5.17 Fences.** Fences, walls or hedges may be erected, started or maintained to a height of 72" above adjacent grade when used as a property line or boundary separation, except that no fence, wall, or hedge may be used for this purpose in the front setback area of a lot in excess of 60" above the adjacent grade, or in violation of City Ordinance. All fences must be pre-approved by then Design Review Committee. All fencing materials shall consist of one or more of the following: stone, brick, block, concrete pre-cast, vinyl, or rod iron. Other materials must be pre-approved by the committee. No wood fences shall be allowed.

**5.18 Easements.** An easement for installation and maintenance of utilities (including, but not limited to, phone lines, electricity wires, gas lines, etc.,) is hereby reserved as shown on the Plats. Said easements shall be 10 feet wide, 5 feet on each of the side yard and back yard lots, and shall be for the benefit of each Lot owner, and their Agents.

**5.19 Off Street Parking.** Off street parking must be planned, constructed and maintained as part of development of each lot in accordance with the parking ordinances of North Salt Lake



City. Parking requirements as set forth in the parking ordinances of North Salt Lake City shall be strictly enforced, and are hereby adopted by reference. As part of any plan submission for new construction to the design review committee a parking plan must be submitted along with a certificate or other document indicating compliance with city parking ordinances.

## ARTICLE VI

### General Provisions

6.1 Notice of Transfer. In the event of a sale or transfer of any Lot in the Project the transferee shall within thirty (30) days of such transfer or sale provide notification to the Design Review Committee setting forth the Lot involved, the name and address of the transferee

6.2 Notices. Notices to be given to Owners pursuant to the Project Documents shall be in writing and shall be deemed given when delivered personally to the Owner, or forty-eight (48) hours after the notice has been deposited in the United States mail addressed to Owners at the address designated by Owner to the Design Review Committee for delivery notices, or if there is no designated address for the Owner, at the Owner's Lot.

6.3 Binding Effect. This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of any Owner.

6.4 Termination. This Declaration shall be constituted to run with the land and shall continue in full force and effect for a period of fifty (50) years from the date it is recorded and shall be automatically renewed in successive ten (10) year increments. After the initial fifty (50) year period this declaration may be revoked by a vote of not less than seventy five (75%) of the Owners of Lots in the Project as evidenced by the recordation of an instrument in the office of the Davis and Salt Lake County Recorders.

6.5 Enforcement. The provisions of this Declaration shall be enforced by the Design Review Committee, the Declarant, or any Owner. In any action for enforcement of this Declaration in a court of law, the prevailing party shall be entitled to recover its costs and a reasonable attorney's fee.

6.6 Choice of Law. The provisions of this Declaration shall be interpreted and enforced pursuant to the laws of the State of Utah.

## ARTICLE VII

Amendment

7.1 Amendment. So long as declarant holds any interest in the project, no amendment may occur without the express written approval of the declarant. Except as otherwise provided by law or elsewhere in this Declaration, any amendment to the Declaration occurring after declarant no longer holds an interest, shall require an affirmative vote of at least seventy five percent (75%) of the voting Owners present in person or represented by proxy at a meeting called for such purpose by the Owners. So long as declarant has an interest in the project, it may amend this declaration at any time. Any amendment authorized pursuant to this section shall be completed by recording in the offices of the Davis and Salt Lake County Recorders, an instrument setting forth the changes and indication the authority for the amendment.

7.2 Voting. For voting purposes in case of a proposed amendment or election of members of the design review committee, only one vote is allowed for each Lot no matter how many owners of that Lot may exist. Only Owners holding the voting right for their Lot shall have the right to cast votes. Persons holding Lots in joint tenancy or after partition must designate who among them shall act as their representative and hold the ability to cast the single vote for that Lot.

THESE COVENANTS, CONDITIONS AND RESTRICTIONS APPLY TO AND GOVERN ALL THE REAL PROPERTY DESCRIBED ABOVE. IN WITNESS WHEREOF, the Declarant has caused its name to be hereunto affixed by its duly authorized officer this 8 day of Aug, A.D. 2007.

RIVER BEND COMMERCIAL INC.  
BY: Michael G. Carter, President

STATE OF UTAH )  
)SS  
COUNTY OF Davis

On the 8 Day of Aug, 2007, personally appeared before me Michael G. Carter, who being by me duly sworn did say, that he, the said Michael G. Carter, is the President, of River Bend Commercial Inc., and that the within and foregoing instrument was signed in behalf of said Corporation having full authority, and he duly acknowledged to me that said Corporation executed the same.

Nita Millard  
Notary Public

