

WHEN RECORDED, PLEASE MAIL TO:

Justin W. Wayment
WAYMENT & JONES LAW, LLP
51 East 400 North, Bldg #1
Cedar City, Utah 84720

Ent 282540 Page 1 of 17
Date: 01-FEB-2024 9:10:58AM
Fee: \$0.00 Check Filed By: CP
CINDY PETERSON, Recorder
BEAVER COUNTY CORPORATION
For: BEAVER CITY

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

BEAVER CITY - SOUTH PEAKS INDUSTRIAL PARK

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

BEAVER CITY SOUTH PEAKS INDUSTRIAL PARK

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAVER CITY SOUTH PEAKS INDUSTRIAL PARK is made as of September 26, 2023, by Beaver City, a Utah Municipal Corporationp (together with its successors and assigns, "Declarant").

RECITALS

Declarant, owns the land generally located at approximately 2500 S. Airport Road, Beaver City, which land is located in Beaver County, State of Utah, and is more particularly described on Exhibit A attached hereto and made a part hereof.

Declarant desires to create an industrial park on such land pursuant to the Beaver City Ordinances, as the same may be amended from time to time. The development shall be known as the "BEAVER CITY SOUTH PEAKS INDUSTRIAL PARK".

Declarant deems it necessary and desirable to subject such property, and all improvements now or hereafter constructed on such property, to the covenants, conditions, restrictions, reservations, easements, assessments, charges, and liens set forth in this Declaration.

DECLARATION

WHEREAS, Beaver City is the current owner of those lands located within the Commercial and Industrial Park described herein at Exhibit A (the "Property"); and

WHEREAS, this Declaration is made to establish a general plan and standards for the consistent quality of development, administration and use of the Property and to insure adherence thereto so as to avoid improper development, administration and use of the Property; and

WHEREAS, the Property and all present and future designated parcels and lots therein (the "Lots") shall, at all times, be subject to this Declaration, as amended.

NOW THEREFORE, Declarant hereby declares that the Property is now held, and shall be held, transferred, sold, leased, conveyed, improved and occupied or otherwise dealt with

subject to the Covenants, Conditions and Restrictions (the "CC&Rs) set forth herein and as amended, each and all of which are for and shall inure to the benefit of and shall pass and run with each and every Lot and apply to and bind the heirs, grantees, assigns and successors in interest of each and every Lot owner (the "Owner(s)"), lessor, lessee or interest holder of any sort.

DEFINITIONS

As used in this Declaration, the following terms have the meanings given to them in this Definition Section.

1. "Building" means the structure being constructed on any Lot within the Project.
2. "Industrial Project" means the real estate industrial project created on the Land by this Declaration, consisting of the Units and the common areas identified on the Map, known as Beaver City South Peaks Industrial Park, P.U.D.
3. "Industrial Unit" means a Building together with:
 - a. the Interest in the Building's parking areas;
4. "Declarant" means Beaver City, and its successors and assigns.
5. "Declaration" means this Declaration for the Beaver City South Peaks Industrial Park, as the same may be amended from time to time.
6. "First Mortgage" means any Mortgage which is not subordinate to any other lien or encumbrance, except liens for taxes or other liens which are given priority by statute.
7. "First Mortgagee" means a Mortgagee under a First Mortgage.
8. "Guest" means any employee, agent, independent contractor, lessee, customer, or invitee of an Owner.
9. "Improvement" means the Buildings, together with any other building, structure, or other improvement (including, without limitation, all fixtures and improvements contained therein) located on the Land and within which one or more Units or Common Elements are or will be located.
10. "Industrial Unit" means a Building together with:
 - a. the Interest in the Lot, the Building, parking areas, and storage areas, located in the following-described parcel of real property situated in Beaver County, State of Utah

11. "Beaver County Records" means the Official Records for Beaver County, Utah.
12. "Land" means the real property which is submitted to be a part of this Declaration.
13. "Lot" means any subdivided lot located within the Project upon which a Building will be constructed for the purposes permitted herein.
14. "Majority," regardless of whether capitalized, means the Owners of more than sixty-seven percent (67%) of the Units.
15. "Map" means the Record of Survey Map filed herewith, entitled "Record of Survey Map of Beaver City South Peaks Industrial Park," executed and acknowledged by Declarant, consisting of one sheet, and prepared by Steve Woolsey, a duly registered Utah Land Surveyor, as such Record of Survey Map may be amended or supplemented in accordance with law and the provisions hereof from time to time.
16. "Mortgage" means any mortgage, deed of trust, or other document pledging any Industrial Unit or interest therein as security for payment of a debt or obligation.
17. "Mortgagee" means any Person named as a mortgagee or beneficiary in any Mortgage and any successor to the interest of any such Person under a Mortgage.
18. "Owner" means the Person who is the record holder of legal title to the fee simple interest in any Industrial Lot as reflected in the Beaver County Records. If there is more than one record holder of legal title to a Industrial Unit, each record holder shall be an Owner. The term "Owner" includes Declarant to the extent that Declarant is the record holder of legal title to the fee simple interest in a Industrial Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such Person has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
19. "Project" means the Property, the Buildings, appurtenant structures and constructed on the Property, as approved by the applicable governmental authorities.
20. "Person" means any natural person, corporation, partnership, limited liability company, association, trustee, governmental or quasi-governmental entity, or any other entity capable of owning real property under the laws of the State of Utah.
21. "Purchaser" means a Person, other than Declarant or a Successor Declarant, who acquires legal title to the fee simple interest in any Industrial Lot or portion thereof.

22. "Record," "Recording," "Recorded," and "Recorder" each have the meaning stated in Utah Code Annotated §57-3-1 through §57-3-2, as the same may be amended from time to time.
23. "Unit" means the combination of a Lot and Building purchased by an Owner.

SUBMISSION

There is hereby submitted the Land associated with the Beaver City South Peaks Industrial Park.

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH: (i) all Buildings, if any, improvements, and structures situated on or comprising a part of the above-described parcel of real property; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said parcel; and (iii) all articles of personal property intended for use in connection with said parcel.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Land or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Land at such times as construction of all improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described Land and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) To construct and complete the Buildings and all of the other improvements described in this Declaration or in the Map recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; and (ii) To improve portions of the Land with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as

Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above-described Land or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist.

a. Covenants Running with the Land.

All covenants, conditions, restrictions, reservations, easements, charges, liens and other provisions of this Declaration are covenants running with the land, or equitable servitudes, as the case may be. The obligations, burdens and benefits created by this Declaration shall bind and inure to the benefit of Declarant, the Owners (as such term is defined herein), the Association (as that term is defined herein), all other parties having any, right, title or interest in the Land or any portion thereof and their respective successors, assigns, heirs, devisees, executors, administrators and personal representatives. Each Owner shall comply strictly with the covenants, conditions and restrictions as set forth in this Declaration or in the deed to his Unit, and with the Bylaws and/or the Rules and Regulations drafted pursuant hereto or thereto, as either of the same may be lawfully amended from time to time, and failure to comply shall be ground for an action to recover sums due for damages, injunctive relief or both, maintainable by the Management Committee on behalf of the Owners, or in a proper case, by an aggrieved Owner.

ARTICLE I

OPERATION, INTENT AND PURPOSE

- A. Each Owner covenants and agrees to use the Unit only in accordance with these CC&Rs and to refrain from using the same in any way inconsistent with or prohibited by these CC&Rs.
- B. It is the intent of Declarant and the purpose of these CC&Rs to create mutual and equitable servitudes upon the Property and each Lot in favor of all other Lots located within the Property, creating reciprocal rights and obligations between the respective Owners, and creating privity of contract and estate between Owners.
- C. It is the intent of Declarant and the purpose of these CC&Rs to allow general, light industrial activities, manufacturing, warehousing, general business and marketing activities to be carried out in designated areas within Unit(s) on the Property, which do not contribute excessive noise, dust, smoke, gases, fumes, odors, or vibration to the surrounding environment and do not contain a high hazard potential due to the nature of the products, material or processes involved. Heavy industrial uses are not allowed. Those permitted uses are contained in Beaver City Code.
- D. It is the intent of Declarant and the purpose of these CC&Rs to control the occupant and building density on the Property, to expressly prohibit certain uses of the Property and Units, and to protect the character of the Project.

E. It is the intent of Declarant and the purpose of these CC&Rs to create a high quality successful business park environment and community for companies that will be sustainable through maintenance, landscaping and other attractive qualities that allows businesses, residents, clientele and other groups to work in a harmonious manner.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

A. Architectural Control Committee. The Declarant, by its Manager and Mayor, or its appointees, shall act as the Architectural Control Committee (the "ACC"), the function of which shall be to insure that all improvements and landscaping within the Property harmonize with existing surroundings and are compliant with this Declaration. The ACC need not be composed of only Declarant, but may be as appointed by the Declarant until 100% of all Lots has been sold by Owner.

B. Submission to ACC. No landscaping, fencing, gating, building, including accessory or addition may be constructed, and no significant alteration or refurbishing of the exterior of any building shall be performed, unless complete plans and specifications thereof have first been submitted to and approved in writing by the ACC.

C. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the ACC shall use its best judgment to insure that all improvements, construction, landscaping, and alterations on Lots within the Property conform to this Declaration and harmonize with existing surroundings and structures.

D. Construction. Once begun, any improvements, construction landscaping, or alterations approved by the ACC shall be diligently prosecuted to completion.

E. Liability for Damages. The ACC shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article.

F. Exception for Declarant. The provisions of this Article shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant. However, Declarant hereby covenants in favor of each Owner that the improvements, construction, landscaping, or alterations it carries out will be compatible with this Declaration.

ARTICLE III

PRE-CONSTRUCTION APPROVAL OF ACC

A. Before commencing the construction or significant alteration of all buildings, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent

improvements on or to any Unit, the Owner shall first submit the following materials to the ACC for its approval:

1. Site plans, including setback lines, roads, parking areas, loading and maneuvering areas, external lighting, and utilities and utility easements.
2. Location and detail of signs;
3. A complete landscape plan detailing both soft and hard structures;
4. All building, fencing, signage and structural colors; and
5. All placement and elevation of required berms and water retention.

The ACC may waive the submission of any of the above-listed materials under appropriate circumstances.

B. ACC Right of Refusal. The ACC shall have the right to refuse to approve any such plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed structure, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building, or other planned structure, on the outlook from adjacent or neighboring property.

C. ACC Development Guidelines. The ACC may adopt development guidelines, as it deems necessary to inform owners of the standards that will be applied in approving or disapproving proposed uses and constructions. Such guidelines shall in no event be less restrictive than the CC&Rs stated herein, and they may be modified in the same manner as provided for modification of this Declaration. The ACC will be guided by this Declaration, the goal of developing and maintaining a high-quality and visually appealing light industrial/business park, the ordinances of Beaver City, Utah, including the Uniform Building Code as adopted, and other applicable rules and regulations.

D. ACC Approval. In the event the ACC, or its designated representative, shall fail to approve or disapprove building plans, specifications, or site plans within sixty (60) days after they have been fully submitted to the ACC, approval shall be deemed given unless notice is given by the ACC that circumstances reasonably warrant an extension of time, in which case the ACC shall make a decision within a reasonable time. No decision shall be unreasonably withheld. ACC approval shall not be construed in any way to be a warranty or representation that the building plans meet applicable building codes and regulations and the ACC shall not be liable for any impacts or damages in the event such buildings or plans fail to meet all applicable local, state, and federal codes and regulations.

ARTICLE IV

CONSENT TO PLAT

Declarant shall prepare and record one or more plats designating ownership of the various Lots through multiple phases. Until all Lots are completed and all Property has been developed in any number of Phases, as determine in the sole discretion of Declarant, Declarant shall have the unlimited right to record and amend any plat necessary to complete development of the Beaver City South Peaks Industrial Park, and shall have the right to enforce these CC&Rs to assure that all Owners are compliant with the same. Owners shall give written consent to the preparation, contents and recording of said plat(s) within thirty (30) days of receiving said request.

ARTICLE V

LOTS AND STRUCTURES

- A. Ownership. Each Unit shall be owned in fee simple by the Owner.
- B. Structures. Structures may be constructed as permitted herein, subject to approval of the ACC, and in accordance with and subject to the ordinances of Beaver City, Beaver County, Utah.
- C. Building and Fencing Appearance.
 - 1. Colors. No loud colors of any kind will be allowed on any structure or fence within the Property. All buildings and fencing will use earth tone colors on all surfaces. All colors will be subject to ACC approval before construction begins.
 - 2. Materials. Building exterior materials and paints shall be appropriate for the Property, of high-quality, and harmonize with the surroundings and other structures. All materials will be subject to ACC approval before construction begins.
 - 3. Design and Construction. Building and fence design and construction shall be appropriate for the Property, of high-quality, and harmonize with the surroundings and other structures. All design and construction will be subject to ACC approval before construction begins.

ARTICLE VI

PERMITTED USES

The Property is restricted to select commercial, light industrial, manufacturing, warehousing, and general business uses that are compatible with a light industrial/business park development. The Property is also restricted to aesthetically attractive and harmonious structures and improvements,

including landscaping, as approved by the ACC. The Permitted Uses are identified in Exhibit B which may be amended or augmented upon approval of the ACC.

ARTICLE VII

PROHIBITED USES

No part of the Property shall be used for any purpose or business that is prohibited by the zoning applicable to the Property at any time. No portion of any parcel or Unit may be occupied for any use which is in violation of any applicable ordinances, laws or regulations of any government entity having jurisdiction over the use of all or any part of the Property or for any use which is inconsistent with the provisions of this Declaration, ACC design guidelines (if any), or the local zoning determinations. Further, the following uses or any uses substantially similar to any of the following are expressly prohibited in the Property:

- A. Residential purposes;
- B. The salvage, wrecking or stripping of vehicles, or the storage in bulk of junk, second hand or unsightly materials of any type;
- C. Stock and feed yards or anything that houses or processes live animals;
- D. Food processing which involves the slaughter of animals or the use of animal carcasses;
- E. Any process, treatment, or storage of any material that would create an offensive smell or odor;
- F. Any process, treatment or manufacturing that produces a visible discharge to the environment like excessive smoke, rotting materials, un-contained waste materials, etc., excluding steam or vapor created in the normal course of business operation;
- G. Any Sexually Oriented Business; and
- H. No outdoor processing, digging, excavating or mining of any form of gravel, rock, minerals, ores, or any other dirt or rock product which would be located outside a building.

ARTICLE VII

PERFORMANCE REQUIREMENTS

- A. General Requirements. The owner of any Unit shall keep the premises, buildings, fences, improvements and appurtenances in a safe, clean and wholesome condition at all times. In addition, the owner must comply in all respects with all government, safety, health, fire and police

requirements and regulations.

B. Specific Requirements. All uses shall comply with the limitations set forth below:

1. Vibration. No vibration shall be produced which is transmitted through the ground and is discernible without the aid of instruments at the Unit line or at any point beyond the Unit line.
2. Noise. All noise shall be muffled so as not to be objectionable due to intermittence, beat frequency or shrillness. In no event shall the sound-pressure level of noise radiated continuously from a facility at nighttime exceed at the Unit line an octave band of frequency of those recommended values set out in the American Standard Specification for an Octave Band Filter Set for the Analysis of Noise and Other Sound, Z24.10-1953, of the American Standards Association.
3. Air Pollution. Emissions discharged into the atmosphere shall comply with the standards of the Clean Air Act, 42 U.S.C.A. 7401, et seq, state statutes and regulations and local ordinances, as amended.
4. Odors. Creation of odors, gases, fumes, vapors, acids or other substances of such intensity and character as to be detrimental to the health and welfare of the public or any person, property or vegetation or which interferes unreasonably with the comfort of the public or any person is prohibited.
5. Water Supply. No individual water supply system shall be used or permitted on any Unit or group of Lots unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Beaver City Corporation Water Department and State Health Department. Approval of such system as installed shall be obtained from such authorities.
6. Fencing. All Lot fencing shall be maintained by the Unit Owner.

ARTICLE VIII

YARDS AND SETBACKS

A. Setback Areas. The minimum front setbacks for any building, storage area or fencing shall be twenty (20) feet from property line. Parking shall be permitted within the setbacks provided there is a minimum Setbacks areas shall be landscaped with a drip system in accordance with Article XI. Fences are not allowed in the front setback area which is in front of the front exterior wall of the Building.

C. Allowances in Front Setback Areas. The only items that are allowed in the front setback area are landscaping, monument signs, parking areas for employees and customers and architectural elements that have been approved by the ACC.

ARTICLE IX

EXTERNAL BUILDING STRUCTURES

All significantly exposed and noticeable projections outside of any building, including mechanical and electrical equipment, cooling towers, transformers, ducts, vents, etc., including communications equipment, shall, to the extent reasonably possible, be screened from public view by appropriate and approved enclosures. No quonset type building materials shall be utilized.

ARTICLE X

LOADING AND UNLOADING DOCKS, AND STORAGE AREAS

No loading dock shall be constructed facing on any public street unless such loading dock and every part thereof is at least twenty feet (20') inside the right-of-way line of the street on which such loading dock fronts. Loading, unloading and storage areas shall be paved to provide dust-free, all weather surfaces. All loading dock locations and structure shall be pre-approved by the ACC.

ARTICLE XI

LANDSCAPING

A. Property Entrance. Each Owner will install entryway landscaping along the main entrance into the Lot from Industrial Park Road.

1. Ground Cover will be Painted Desert Rock or an equivalent match.
2. Trees shall have at least 3" caliper and pruned to protect sight lines.
3. Other shrubs and plants will be selected based on the following criteria..
 - a. Ability to withstand prolonged cold winters and snow accumulation;
 - b. Drought tolerance;
 - c. Elevation, amplitude, soil, and water requirement considerations;
 - d. Soil stabilization characteristics;
 - e. Short establishment period and accelerated growth;
 - f. Compatibility with native vegetation; and
 - g. Appearance and size.

B. Landscape plans must be pre-approved by the ACC.

C. Snow. Landscaping shall be designed so as to accommodate on-Unit snow removal and storage.

ARTICLE XII

PARKING AREAS

A. Maintenance. Parking areas shall be maintained in good condition, kept clear, unobstructed, and in a usable condition at all times. The Owner shall be responsible for maintenance of each Unit parking area.

B. Off-street Parking Access and Quantity. The Owner shall provide adequate off-street parking to accommodate all parking needs for the Unit. Owners shall not permit their employees or tenants to regularly park on public streets within the Property. Vehicular access to a parking area shall be permitted only by paved access roadways. There shall be no on-street parking within the Project.

C. Parking Area Construction. All parking areas shall be covered with a hard, dust-free, paved surface, appropriately striped or otherwise marked. Parking areas shall be graded for proper drainage with surface water diverted in such a way as to keep the parking area free of accumulated water or ice. Adequate control curbs shall be installed to control drainage and direct vehicle movement.

D. Snow. Where parking will be affected by weather conditions and snow removal is of concern, adequate snow storage areas shall be provided adjacent to each parking area in a usable, readily accessible location.

ARTICLE XIII

STORM WATER RETENTION

Where required by the City, short-term storm water retention implements shall be contained within the configuration of parking areas, the configuration of landscaping, or a combination of both. Dedicated retention basins will not be permitted within any property.

ARTICLE XIV

BARRIERS/FENCING

Perimeter fencing, if required to conceal any storage of materials, for each Lots shall be installed

by the Owner which fence material shall be approved by the ACC, but in no event shall be constructed of exterior chain link or chain link slats which may be viewed from any public road.

ARTICLE XV

TRASH REMOVAL AND RECEPTACLES

A. Garbage and Refuse Disposal. The Owner shall remove at its own expense rubbish, trash, garbage or waste of any character which may accumulate on its Unit. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste of any character. Such rubbish, trash, garbage or other waste of any character shall not be kept except in enclosed sanitary receptacles. No rubbish, trash, garbage or waste of any character shall be burned on any Unit.

B. Waste Receptacle Location and Screening. All trashcans, storage bins or other receptacles must be fully enclosed and screened by waste receptacle structures. Waste receptacle structures should be constructed of appropriate materials compatible with the overall architecture of the associated structure and approved by the ACC. No waste receptacle structure will be allowed in front of a building. All waste receptacle structures are to be located in a position that is the least visible from public areas, generally to the back or side of buildings. Trees and shrubs shall be provided on the street side of any architectural material or fencing forming part of the screen. Trees and shrubs shall cover a minimum of fifty percent (50%) of the fence or architectural material in order to soften the screen.

C. Waste Area Maintenance. It is the Owners responsibility to keep waste areas clean and all trash inside bins at all times. All equipment for the storage or disposal of trash, garbage, rubbish or waste of character shall be kept in a clean and sanitary condition.

ARTICLE XVI

OUTSIDE MATERIAL STORAGE

Outside storage of material may be permitted only where such storage is appropriately screened from all approaches, stored in a safe manner, adherence to any applicable codes and regulations, and does not present a hazard or interfere in any manner with the regular operations of the Property including regular traffic flow, daily operations and neighboring industries. All storage containers, including connex boxes shall be painted and kept or located inside a building or behind a sight obscuring fenced enclosure. Outside material storage facilities are subject to approval by the ACC.

ARTICLE XVII

MAINTENANCE REQUIREMENT

- A. Upkeep. The Owner is responsible for and shall at all times keep the premises, buildings, improvements, appurtenances and landscaping in a safe, clean and attractive condition and comply in all respects with all applicable federal and state government zoning and building statutes, ordinances, health and fire codes and police requirements and regulations.
- B. Exteriors. Exterior walls and facings, which have been painted or otherwise chemically treated, shall not be allowed to become cracked, chipped, faded, or in any way seriously deteriorated.
- C. Fencing and Screens. Fencing and other architectural screens shall be kept in good repair and maintained in a clean and attractive manner at all times.
- D. Graffiti. All Graffiti shall be immediately removed and the surface repainted.
- E. Removal and Replacement. Should any improvement or landscaping be razed, removed, damaged, or destroyed, within a reasonable amount of time thereafter, the Owner of the Unit on which such improvement or landscaping is or was located either shall cause such improvement to be restored pursuant to the applicable requirements of this Declaration or shall cause all debris to be removed and the site of such improvement or landscaping to be left in a level, clean and attractive condition pending the prompt construction or installation of replacement landscaping or improvements.

ARTICLE XVIII

TIME LIMITATION ON CONSTRUCTION

Each Owner, except the Declarant, shall be required to obtain a building permit and begin construction of an ACC approved building within one (1) year from the date of purchase of a Lot. The ACC has the right to extend this one-year period on terms agreeable to it. If owner does not build under these conditions, then Beaver City can purchase the land back at the original purchase price minus \$5,000 and any unpaid taxes.

ARTICLE XIX

CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property, Lot or Unit is and shall be conclusively deemed to have consented and agreed to every covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

ARTICLE XX

ADDITIONAL PROPERTY

Additional property may be subjected to these CC&Rs by the Declarant. Declarant shall indicate its intent to have such property bound by these CC&Rs on the plat of such property, or by recording an additional Declaration, and thereafter such additional property shall be considered as part of the Property in all respects. This right of the Declarant shall be assignable to one or more assignees.

ARTICLE XXI

DURATION OF RESTRICTIONS

This Declaration and the CC&Rs herein shall run with and bind the land for a period of twenty (20) years from the date this document is recorded, after which time said Declaration and the CC&Rs herein shall be automatically extended for successive periods of ten (10) years each, subject to amendment as herein set forth.

ARTICLE XXII

ENFORCEMENT

This Declaration and the CC&Rs herein are for the benefit of the Declarant, and the Owner or Owners of any Unit, part or portion of the Property. This Declaration and the CC&Rs herein shall inure to the benefit of and pass with each Unit, part or portion of the Property and shall apply to and be binding upon each successor in interest. These CC&Rs are covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any breach thereof, or the continuance of any breach or noncompliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Declarant or the Owner or Owners of any Unit, part or portion of the Property; provided, however, that no such enforcement shall affect or impair the lien of any bona fide mortgage or trust deed which was given in good faith and for value, except that any subsequent owner of a Unit, part or portion of the Property shall be bound and obligated by the CC&Rs, whether the ownership is obtained by foreclosure, at a trustee's sale, or otherwise. All attorney's fees and costs and expenses incurred in any such enforcement action shall constitute a lien on such Owner's Unit, and shall also be a personal obligation of the Owner, enforceable at law, until payment is made.

ARTICLE XXIII

CONSTRUCTION AND AMENDMENT

The provisions of this Declaration and the CC&Rs herein shall be liberally construed to effect all of their intended purposes. During the Development Phase (defined below), this Declaration and the CC&Rs herein may be modified, amended or repealed in whole or in part at any time and from time to time by the Declarant or its successor or assigns by recorded instrument. Notwithstanding the foregoing, the Owners may not amend this Declaration during the Development Phase without Declarant's prior written consent, which consent Declarant may withhold in its sole discretion. The "Development Phase" shall be the time from the date of the recording with the County Recorder of the Plat until such time as Declarant transfers legal title to more than ninety percent (90%) of the total acreage to a bona fide purchasers. After the Development Phase, this Declaration or any CC&R contained herein, may be modified or amended, as to the whole of said Property or any portion thereof, with the written consent of the owners having sixty-six percent (66%) of the votes in the Association, provided however, that so long as Declarant owns a Unit, no such modification shall be effective without Declarant's written consent. If the necessary votes and consent are obtained, the Association shall cause an amendment to the Declaration to be recorded in the Beaver County Records.

IN WITNESS WHEREOF, Declarant has caused these Covenants to be executed this 10th day of January, 2024.

DECLARANT BEAVER CITY:

Jason Brown
Its City Manager

Subscribed and sworn to before me this 10th day of January, 2024

by, Patty Jean Simard
NOTARY PUBLIC
Address:
My Commission Expires:

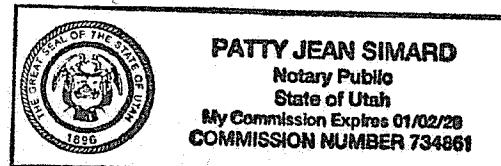


EXHIBIT A

LOTS 21-31 Beaver City South Peaks Industrial Park – Phase 2
(Parcel #'s 3-83-21 to 3-83-31)