

**DECLARATION
OF CONDOMINIUM REGIME FOR
ARGENTO BUSINESS PARK CONDOMINIUMS**

**ARTICLE 1.
SUBMISSION; DEFINED TERMS**

1.1. Submission of Real Estate. Argento Business Park (the "**Declarant**"), owner in fee simple of the real estate described in **Section 2.2** below located in Wasatch County, Utah, hereby submits the real estate, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "**Property**") to the provisions of Chapter 82 of the Property Code, known as the Texas Uniform Condominium Act (the "**Act**").

1.2 Defined Terms. Each capitalized term not otherwise defined in this Declaration or in the Plats and Plans shall have the meanings specified or used in the Act.

**ARTICLE 2.
NAMES; DESCRIPTION OF REAL ESTATE**

2.1 Names.

(a) **Condominium.** The name of the Condominium is the Argento Business Park Office Condominiums.

(b) **Association.** The name of the Association is the Argento Business Park Office Condominium Owners' Association, Inc., a Utah non-profit corporation.

2.2 Real Estate. The Condominium is located in Wasatch County, Utah. The real estate of the Condominium is described as follows: Argento Business Park.

**ARTICLE 3.
THE ASSOCIATION**

3.1 Authority. The business affairs of the Condominium shall be managed by the Association, acting through its Board. The Association shall be governed by its bylaws, as amended from time to time.

3.2 Powers.

(a) The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Condominium.

(b) The Association may assign its future income, including its rights to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least 51% of the votes in the Association are allocated, at a meeting called for that purpose.

3.3 Declarant Control. The Declarant shall have all the powers reserved in Section 82.103(c) of the Act to appoint and remove officers and members of the Board.

**ARTICLE 4.
UNITS**

4.1 Number of Units. The number of Units in the Condominium is 3.

4.2 Identification of Units. The identification number of each Unit is shown on the Plats (hereafter defined) or Plans (hereafter defined) or both.

4.3 Unit Boundaries. The boundaries of each Unit are located as shown on the Plats and Plans. The walls, floors, and ceilings are designated as boundaries of a Unit.

**ARTICLE 4.
LIMITED COMMON ELEMENTS**

4.1 Limited Common Elements.

(a) A "**Limited Common Element**" means a portion of the Common Elements, designated in this Declaration, or on the Plats and Plans, or by the Act, for the exclusive use of one or more but fewer than all of the Units.

(b) The portions of the buildings described in **Exhibit A** attached hereto, in addition to the portions described in Sections 82.052(2) and 82.052(4) of the Act, are designated as Limited Common Elements.

4.2 Allocation of Reserved Limited Common Elements.

(a) Portions of the Common Elements are marked on the Plats and Plans as Common Elements which may be allocated as Limited Common Elements. These portions of the Common Elements include, without limitation, vehicle parking areas, portions of the buildings which may be used for storage purposes, and others.

(b) The Declarant reserves the right to allocate specified areas which constitute a part of these Common Elements as Limited Common Elements for the exclusive use of the owners of Units to which these specified areas shall become appurtenant. The Declarant may assign such Common Elements as Limited Common Element areas pursuant to the provisions of Section 82.058 of the Act (i) by making such an allocation in a recorded instrument or (ii) in the deed to the Unit to which such Limited Common Element area shall be appurtenant or (iii) by recording an appropriate amendment to this Declaration. Such allocations by the Declarant may be to Units owned by the Declarant. Subsequent to the Declarant Control Period, the right of allocation pursuant to this Section shall pass from the Declarant to the Board and the Declarant may not thereafter exercise any such right.

4.3 Allocation of Specified Common Elements. The Board may designate parts of the Common Elements from time to time for use by less than all of the Unit owners or by nonowners for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Board. Any such designation by the Board shall not be a sale or disposition of such portions of the Common Elements.

**ARTICLE 5.
ALLOCATED INTERESTS**

5.1 Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association allocated to each Unit are set forth in **Exhibit B**.

5.2 Determination of Allocated Interests. The interests allocated to each Unit have been calculated as follows:

(a) with respect to the undivided interest in Common Elements, on the basis of the relative square footage of the Unit in comparison to the total square footage of all Units;

(b) with respect to the percentage of liability for Common Expenses, on the basis of the relative square footage of the Unit in comparison to the total square footage of all Units; and

(c) with respect to the number of votes in the Association, on the basis of the relative square footage of the Unit in comparison to the total square footage of all Units.

5.3 Future Units. In the event Declarant amends this Declaration to add additional Units, the undivided interests in the Common Elements, the Common Expense liability and votes in the

Association will be reallocated based upon the relative square footage of each Unit in comparison to the total square footage of all Units.

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(c) with respect to the number of votes in the Association, on the basis of the relative square footage of the Unit in comparison to the total square footage of all Units.

5.3 Future Units. In the event Declarant amends this Declaration to add additional Units, the undivided interests in the Common Elements, the Common Expense liability and votes in the Association will be reallocated based upon the relative square footage of each Unit in comparison to the total square footage of all Units.

**ARTICLE 6.
RESTRICTIONS ON USE**

Subject to the Special Declarant Rights reserved by the Declarant, all Units and the Common Elements shall be used for office purposes only. The Condominium is hereby restricted against residential use or residential purposes (as such terms are used in the Act).

**ARTICLE 7.
EASEMENTS AND LICENSES**

All easements and other encumbrances to which the Condominium is presently subject are recited in **Exhibit C**. In addition, the Condominium may be subject to other easements, licenses or other encumbrances hereafter granted by the Declarant pursuant to Section 12.1 of this Declaration.

**ARTICLE 8.
AMENDMENT OF DECLARATION**

Any amendment to this Declaration must be adopted in accordance with Section 82.067(a) of the Act.

**ARTICLE 9.
PLAT AND PLANS**

Attached to this Declaration as **Exhibit A** is the plat of the Condominium (the "**Plat**") and the plans for the Condominium (the "**Plans**").

**ARTICLE 10.
RECONSTRUCTION AFTER LOSS**

In the event of a casualty to the Condominium, the Association shall rebuild or repair according to Section 82.111(i) of the Act.

**ARTICLE 11.
SPECIAL DECLARANT RIGHTS AND DEVELOPMENT RIGHTS**

11.1 Special Declarant Rights and Development Rights. The Declarant reserves the rights set forth below, including as further defined in **Exhibit D** attached hereto (collectively, the "**Special Declarant Rights and Development Rights**"):

(a) **Improvement Rights.** the right to complete or make improvements indicated on the Plats and Plans ("**Improvement Rights**");

(b) **Marketing Rights.** the right to maintain sales offices, management offices, leasing offices, and models in Units or on the Common Elements ("**Marketing Rights**");

(c) **Signage Rights.** the right to maintain signs on the Condominium to advertise Units in the Condominium for sale ("**Signage Rights**");

(d) **Power to Grant Easements.** the right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration (the "**Power to Grant Easements**"); and

(e) **Power to Remove Officers and Directors.** the right to appoint or remove any officer of the Association or any director consistent with the Act (the "**Power to Remove Officers and Directors**").

11.2 Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument signed by the Declarant, the Declarant's Power to Remove Officers and Directors is limited to the Declarant Control Period (as defined in **Exhibit D** attached hereto).

**ARTICLE 12.
INTEREST RATE**

12.1 Interest on Delinquent Assessments. In the event of default in the payment of any monetary obligation to the Association, an Owner shall be obligated to pay interest on the principal amount, from the due date, at a rate to be determined, from time to time, by the Board, not to exceed the maximum permitted by law.

12.2 Default Interest Rate. If the Board shall refuse or fail, from time to time, to determine a rate of interest, the rate of interest shall be 18% per annum.

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12.2 Default Interest Rate. If the Board shall refuse or fail, from time to time, to determine a rate of interest, the rate of interest shall be 18% per annum.

**ARTICLE 13.
MAINTENANCE, REPAIR AND REPLACEMENT**

13.1 Limited Common Elements. The owner of a Unit to which any doorstep, stoop, porch, balcony, patio, HVAC compressor and related pad, conduit and wiring or other fixture or improvement is allocated as a Limited Common Element shall be responsible for removal of snow, leaves and debris therefrom.

13.2 Expense Allocation. Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed equally against the Units to which the Limited Common Element is assigned.

13.3 Maintenance. CharlestonTown shall have the right, but not the duty, to require, and if necessary, perform, at the Association's expense, landscaping, maintenance, and snow removal within the common areas if the Association fails adequately to perform such. In the event Charleston Town exercises this right, the City shall be entitled to recover any associated costs and attorney fees from the Association. This section shall not be amended or deleted without the approval of the Town of Charleston. The Declarant has executed this Declaration as of June 18, 2020.

13.4 Charleston Town and Wasatch County Fire Marshall Restrictions. Per the IBC code requirements, ABP is aware the maximum square footage that a tenant can occupy is 5900 SF. Should a tenant in the new Argento Business Park building request more SF than the 5900 SF, then additional fire sprinkler measures may be required.

- Depending on the findings of Charleston Water and Fire District may be required to automate the switch to bring us from ~1300 GPM to ~ 1500 GPM WILL BE REQUIRED
- Fire Walls as approved by Charleston Building Dept and Wasatch Fire.
- Fire Areas a limited to a maximum of 5,900 square feet.
- Signage and Marking of maximum storage height required THROUGHOUT the entirety of the fire areas as approved by Wasatch Fire and Charleston Building Dept.
- Notes will be attached to County, City and Fire District documents specifying the requirements and limitations of the approvals. These requirements will be recorded against the property for public record.
- Certain occupancies may not be allowed due to the deficiencies listed.
- Other pertinent Fire Codes may apply such as additional fire demising walls, exterior water holding tank or upgrading the Charleston's Town fire flow switch.

13.5 Charleston Town and Wasatch County Health Department water waste restrictions. All condominium units (individually "Unit" and collectively "Units") on this plat are subject to a combined limit of 727 gallons per day flow with no more than 25 mg/L Total Nitrogen. Unit 1 and Unit 2 each have a limit of 103.8 gallons per day, while Unit 3 has a limit of 519.4 gallons per day. All Units are required to share the onsite wastewater treatment system, the Orenco Advantex Packed Bed Media System ("System"), as reviewed and on file with the Wasatch County Health Department. As identified in Wasatch County Health Rule 06-01, the System shall be sampled, maintained, and operated according to state and local rules, and the permit. The ability to operate and maintain the System in accordance with manufacturer's recommendations, permit limits, and in accordance with state and local rules requires compliance of all owners with requirements, and it is probable that situations may arise where the System is not functioning as required, and it is not possible to determine what defect(s), act(s), or omission(s) caused the noncompliance. Therefore, the Condo Owners Association, and each owner and/ or occupant of each Unit on this plat are jointly and severally responsible to install, maintain, operate, sample, and remove the System. They are all responsible to track, at least daily, the wastewater discharge of each Unit into the System, and to provide those to the Wasatch County Health Department upon request. If the operating permit for the System is terminated or lapses for failing to sample, maintain, or operate the System in accordance with the permit and according to state and local rules, the Units and any structures thereon must not be occupied until such time as an operating permit is issued. All the owners and business will be damaged as a result of shutdown, and each and every owner hereby releases Wasatch County and the Wasatch County Health Department from all damages that result from terminating or allowing an operating permit to lapse for noncompliance, regardless of cause, unless the result of fraud or willful misconduct by Wasatch County Health Department. Each day of continued occupancy of the Unit without an operating permit is a Class B Misdemeanor. The Unit(s) may not be occupied again until a new operating permit is

issued. A new operating permit will not be issued until a reasonable plan to bring the System into compliance is presented by the Unit owners or Condo Owners Association and is approved by the Wasatch County Health Department. This may include, but is not limited to, installing a new System. In the Wasatch County Health Department's sole discretion, in the event that the violation appears to be solely due to one or more Units exceeding the gallon per day limit, the Wasatch County Health Department may order the Unit(s) which exceeded the limit to close immediately, and to not be occupied again till such time as the Unit(s) receive permission from the Wasatch County Health Department by providing a plan to ensure the daily flow limit is not exceeded, which is agreed to by the Wasatch County Health Department. The rights and obligations of this note run with the land. If sewer becomes reasonably available, each Unit shall immediately attach, and these System requirements thereby become moot.

- The number of separate condominium units are currently limited to three (3), but can be adjusted when centralized sewer becomes available through the appropriate approvals of each jurisdiction.
- Owners of Unit1, Unit 2, and Unit 3 must designate an owner representative that will be the sole contact on behalf of the Associate.

DECLARANT:

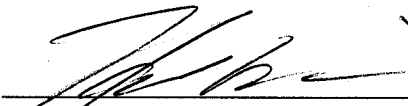
Brody J

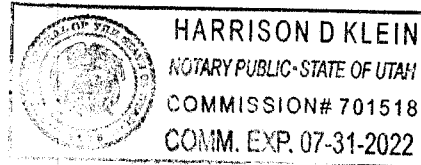
owner



State of Utah
§
County of Utah

On this 21st day of December, in the year 2020,
before me, Harrison D. Klein,
personally appeared Brady J Jones, proved to me through satisfactory
evidence of identification, which was UT Driver License to be the person
whose name is signed on the preceding or attached document in my presence.


(notary signature)



(seal)

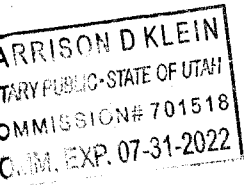


EXHIBIT A**PLAT AND PLANS****EXHIBIT B
TABLE OF INTERESTS**

UNIT 1 – A	8.55%
UNIT 2 – B	13.91%
UNIT 3 – “C – G”	77.54%
TOTAL	100.00 %

**EXHIBIT C
DESCRIPTION OF EASEMENTS AND OTHER ENCUMBRANCES****EXHIBIT D
SPECIAL DECLARANT RIGHTS AND DEVELOPMENT RIGHTS****1. Rights.**

(a) **Changes to Units.** Declarant reserves the exclusive right but not the duty to amend the Plat and Plan to vary the size, shape, physical layout, or location of any unsold Unit or Units. If Declarant makes any significant variances in Unit sizes, Declarant shall have a right and a duty to correspondingly adjust the percentages or fractions of ownership of the Common Elements of all Units. Declarant reserves the right to change, modify, or amend the vertical and horizontal description assigned to a Building, so long as Declarant is the owner of all Units constructed or contemplated to be constructed within the Building, which change, modification, or amendment may affect the size, appearance and/or mechanical, structural, and other components of the Building to which such vertical and/or horizontal description relates. In the event Declarant elects to change the vertical and/or horizontal description assigned to the Building, an Amendment to the recorded Declaration shall be filed in the Official Public Records, which Designation shall include a vertical and horizontal description of the Building actually constructed upon the Land, and shall automatically amend this Declaration for the purpose of defining and describing the Building.

Declarant reserves the right to change, modify, or amend the description assigned to any unsold Unit, so long as Declarant, or any assignee of Special Declarant Rights and Development Rights, is the owner of such Unit or Units, which change, modification, or amendment may affect the size, appearance, mechanical, structural, and other components of the Unit(s) to which such horizontal description relates. In the event Declarant elects to change the description assigned to a Unit or Units owned by Declarant, Declarant shall file an Amendment to the recorded Declaration in the Official Public Records. In conjunction with any change, modification or amendment to a description assigned to a Unit or Units, the Designation may also reallocate the interest in Common Elements and percentage interest allocation assigned to all or any Units within the Condominium.

Declarant hereby reserves the right to convert by an Amendment to the recorded Declaration a Unit into additional Units, so long as Declarant, or any assignee of Special Declarant Rights and Development Rights, is the Owner of such Unit. Furthermore, in the event Declarant elects to convert a Unit into additional Units, Declarant may also amend this Declaration to designate portions of the converted Unit into Limited Common Elements assigned to each or either Unit which results from such conversion, so long as Declarant, or any assignee of Special Declarant Rights and Development Rights, is the Owner of the converted Unit. No assurance is given as to the number of additional Units Declarant may elect to create from a conversion of such Units, the dispersion of the Units resulted from such conversion, or the size of such Units. In the event Declarant, or any assignee of Special Declarant Rights and Development Rights, elects to convert a Unit into additional Units as provided herein, Declarant, or any assignee of Special Declarant Rights and Development Rights, shall file an Amendment to the recorded Declaration in the Official Public Records. In the event an Amendment to the recorded Declaration is recorded which converts any Unit identified herein into additional Units, such Units resulting from the conversion shall be fully assessable on the date the Unit created from such conversion is sold to a third party other than Declarant.

Declarant has also reserved the right to combine by amendment Units located in a Building into a single Unit or into Units which differ from the configuration of the combined Units, so long as Declarant, or any assignee of the Special Declarant Rights and Development Rights, is the Owner of all the combined Units. In the event Declarant elects to combine Units located in a Building into a single Unit or into Units which differ from the configuration of the combined Units, Declarant may also amend this Declaration to designate portions of the combined Units into Limited Common Elements assigned to the Unit(s) which result from such combination, so long as Declarant, or any assignee of Special Declarant Rights and Development Rights, is the Owner of the all of the combined Units. No assurance is given as to the number of Units or configuration Declarant may elect to create from a combination of Units, the dispersion of the Units resulted from such combination, or the size of such Units. In the event Declarant elects to combine Units into a single Unit or into Units with configurations which differ from the original combined Units, Declarant shall file an Amendment to the Declaration in the Official Public Records.

(b) **Completion of Construction.** Declarant reserves the right to do what is reasonably necessary or advisable in connection with the completion of any work in the Condominium; and the right to construct and maintain the Common Elements and Units owned or controlled by Declarant, its successors or assigns, or its or their contractors or subcontractors, as may be reasonably necessary for the conduct of its or their business of completing any work and developing, selling, leasing, or managing of the Units in the Condominium.

(c) **Assessments.** Declarant reserves the assessment payments rights and duties as permitted §82.112(b) of the Utah Uniform Condominium Act ("**UUCA**").

(d) **Parking.** Declarant reserves the right to designate and assign portions of the General Common Elements as parking for the exclusive use of any Owner of a Unit. Any parking spaces not specifically designated by the Declarant for the exclusive use of an Owner of a Unit will be under the exclusive control and administration of the Association at such time as the Declarant no longer owns any Unit within the Condominium. The Board may thereafter assign parking spaces to any Owner or may use such parking spaces in a manner determined by the Board. Any designation and assignment of General Common Elements as parking will be memorialized by a written "**Assignment of Parking**" executed by an authorized representative of the Declarant (or Board if Declarant no longer owns any Units within the Condominium) which shall identify the parking space(s) and the Unit assigned thereto. The Assignment shall be made a part of the corporate records of the Association and may not be terminated or modified without the consent of the Declarant (or a majority of the Board if Declarant no longer owns any Units within the Condominium) and the Owner of the Unit to which such General Common Element parking was assigned.

2. **Declarant Control Period.** (a) Subject to **Section 2(b)**, Declarant shall have the sole and absolute right to appoint and remove the officers and members of the Board until that date, which is 120

days after the conveyance of 75% of the Units to persons other than Declarant (the "**Declarant Control Period**"). (b) Notwithstanding Section 2(a), not later than the earlier to occur of 120th day after the conveyance of 50% of such Units or 3 years from the conveyance of the first Unit by Declarant, not less than one-third of the members of the Board must be elected by Unit Owners other than the Declarant. The foregoing right of the Declarant shall not be affected by any transfer of Special Declarant Rights and Development Rights created or reserved herein. After the expiration of the Declarant's Control Period, the Unit Owners shall elect the Board, which members, within 31 days thereafter, shall elect the officers of the Association.

3. **Declarant's Mortgage.** Any mortgage of the Declarant's interest in the Condominium shall be deemed to include the Special Declarant Rights and Development Rights; and any foreclosure sale pursuant to such mortgage shall automatically convey the Special Declarant Rights and Development Rights.

4. **Assignment.** The rights reserved by Declarant under this Declaration may be transferred as provided in §82.104 of TUCA. A conveyance by the Declarant shall not convey any Special Declarant Rights and Development Rights unless expressly so provided and unless the transferee also executes the conveyance instrument, as required by TUCA.

AFTER RECORDING RETURN TO:

SURVEYOR CERTIFICATE

I, GARY CHRISTENSEN, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 5152617 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots together with easements, hereafter to be known as **ARGENTO BUSINESS PARK OFFICE CONDOMINIUMS** and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Signed this _____ day of _____, 20 _____

(See Seal Below)

BOUNDARY DESCRIPTION

Lot 2, Weathervane Station Subdivision Amended as Recorded in the Office of the Wasatch County Recorder Entry #460294 Book 1243 Page 1153 being further described as follows:

A Parcel of land located in the North West Quarter of Section 13, Township 4 South, Range 4 East, Salt Lake Base and Meridian in Wasatch County,

Beginning at a point N89°55'37"E 525.72 Feet and N24°20'28"E 39.32 Feet from the West Quarter Corner Section 13, Township 4 South, Range 4 East, Salt Lake Base & Meridian, said point being the POINT OF BEGINNING; thence North 20°17'09" East 25.44 feet; thence North 89°16'59" East 412.67 feet; thence South 44°40'08" West 67.53 feet; thence southerly 160.08 feet along the arc of a 180.00 feet non-tangent radius curve to the left, having a central angle of 50°57'13", (chord bears South 19°11'04" West 154.85 feet); thence South 06°17'33" East 49.42 feet to a point of curvature to the right, thence southwesterly 20.47 feet along the arc of a 15.00 feet radius curve, having a central angle of 78°11'03" (chord bears South 32°47'59" West 18.92 feet); thence southwesterly 154.48 feet along the arc of a 322.22 feet non-tangent radius curve to the left, having a central angle of 27°28'09", (chord bears South 58°08'55" West 153.00 feet); thence South 44°14'45" West 95.05 feet; thence southwesterly 204.95 feet along the arc of a 255.00 feet non-tangent radius curve to the right, having a central angle of 46°03'01", (chord bears South 67°26'12" West 199.48 feet); thence North 89°32'27" West 143.39 feet; thence North 24°20'28" East 498.85 feet to the POINT OF BEGINNING.

Containing 170,188 square feet or 3.906 acres, more or less.

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