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Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 12 P.

RECORDING REQUESTED BY
SIRENS, LLC

WHEN RECORDED MAIL TO

SIRENS, LLC
465 East 3300 South
Salt Lake City, Utah 84115

Space above for County Recorder's Use

PARCEL ID NO. 09-32-379-009
09-32-379-011

DECLARATION

THIS DECLARATION (hereafter "Declaration") is made on the 1st day of June, 2005
by SIRENS, LLC, a Utah corporation (herein referred to as "Sirens").

RECITALS:

A. Sirens is the Owner of two parcels of improved real property located in Salt Lake City, Salt Lake County, State of Utah, more particularly described on Exhibits "A" and "B" attached hereto (referred to herein as "Parcel A" and "Parcel B", respectively, or collectively as the "Parcels" or separately as a "Parcel").

B. The Parcels share a common driveway for ingress and egress to parking areas located upon its Parcel, and Sirens desires to record this Declaration providing for the creation of certain common easements and the maintenance of the same, all in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the recitals set forth hereinabove, the parties hereto declare and certify as follows:

ARTICLE 1

DEFINITIONS

In addition to the terms defined in the Recitals to this Declaration, the following terms, when capitalized herein, shall have the meanings set forth below, unless the context otherwise requires:

1.01. Complex: The term "Complex" shall mean the Parcels, together with all buildings, improvements and other facilities now or hereafter located or constructed thereon.

1.02. Common Entrance: The term "Common Entrance" shall mean the common access driveway legally and graphically described on Exhibit "C" attached hereto and incorporated herein by reference, together with any improvements constructed or located thereon, which parcel is located in part on Parcel A and in part on Parcel B.

1.03. Owner: The term "Owner" shall mean collectively those persons or entities who from time to time are the owners of Parcel A and/or Parcel B.

1.04. Real Property: The term "Real Property" shall mean all or any portion of each of Parcel A and Parcel B owned by an Owner.

1.05. Tenant: The term "Tenant" shall mean any person or entity from time to time entitled by lease, sublease, rental agreement or other contractual relationship to occupy a residence within the Complex.

1.06. Permitted Users: The term "Permitted Users" shall mean (1) Owners and their respective employees, agents, guests and invitees of the Owners, (2) Tenants, and (3) guests and invitees of Tenants, but only to the extent the Tenants are permitted under the terms hereof and of their leases or rental agreements to make the benefits of any of their rights and privileges hereunder available to such guests and invitees.

1.07. Mortgage: The term "Mortgage" shall mean and include a mortgage or deed of trust that encumbers a Real Property or a portion thereof or interest therein.

1.08. Mortgagee: The term "Mortgagee" shall mean the holder of a Mortgage.

1.09. Utility Lines: The term "Utility Lines" shall mean culinary water lines, sanitary sewers, storm drains, catch basins, electrical lines, telephone lines, cable television lines, natural gas lines, etc. for which easements are granted in accordance with the provisions of Section 3.02 herein below.

ARTICLE 2

STATEMENT OF INTENT

2.01. Intent. It is the intent of this Declaration to provide for the maintenance and use of the Common Entrance, and to provide for and define the Owners' responsibilities with respect to Utility Lines and easements.

ARTICLE 3

EASEMENTS, RIGHTS & PRIVILEGES

3.01. Common Entrance Easements. Each Owner of a Real Property hereby grants, conveys and transfers to every other Owner of a Real Property, for the benefit of each Real Property, a perpetual, non-exclusive right, privilege and easement to use, and to permit its respective Owners, Tenants and Permitted Users to use, in common with all other Owners and Tenants and their Permitted Users, the Common Entrance, including but not limited to all driveways located thereon for the purpose of pedestrian and vehicular passage (including construction and maintenance of the same), on, over and across such Common Entrance for ingress to and egress from the Complex and, where designated on Exhibit "C", the placement of one or more garbage dumpsters, subject, however, to the following:

(a) The Owners may establish such reasonable nondiscriminatory rules and regulations as may from time to time be deemed necessary or desirable for the proper and efficient operation of the Common Entrance, provided such rules and regulations are applicable to all Owners, Tenants and Permitted Users of the Complex, and the exercise of the rights, easements and privileges granted herein shall be subject to such rules and regulations;

(b) Except as provided in paragraph 4.03 below, the Owners may not levy any charge for the use of the Common Entrance;

(c) Thereafter each Owner shall be responsible for maintaining the improvements in accordance with the further provisions of Article 4.

(d) The easements, rights and privileges created in this Section 3.01 are not intended, and shall not be construed, as a dedication of any portion of the Common Entrance for public use, and the Owners shall have the right to take from time to time whatever steps, including temporary closures of such facilities or portions thereof, as may be necessary to avoid such dedication.

3.02. Utility Easements. Each Owner hereby grants to all other Owners a non-exclusive easement for the benefit of each Real Property, a perpetual, non-exclusive right, privilege and easement and right of way, in, over, along, across, under and through the Common Entrance to the extent reasonably necessary to connect, extend, install, repair and maintain Utility Lines, serving or reasonably necessary to serve each Real Property (herein "Utility Easement," if singular or "Utility Easements" if plural).

The easements granted herein above are subject however to the following:

(a) Unless otherwise approved by the Owner whose Real Property such utility line passes, all Utility Lines located in such Utility Easements shall be installed

below the surface of the ground, except where by its nature, such improvements are required to be located upon the surface of the property.

(b) The Owner of the Real Property which such utility line passes shall have the right to relocate such Utility Easement and any Utility Lines located therein, at such Owner's expense, provided that such relocation shall not interfere with, increase the cost of, or diminish, any utility services to the property which such Utility Lines serve.

(c) Except as otherwise specified herein, the cost of installing, maintaining and repairing any such Utility Lines shall be paid by the Owner or Owners of the property served by such Utility Lines, and, if there be more than one property so served, such costs shall be shared among the Owners of the respective properties so served as such Owners shall agree or if no agreement can be reached, in the ratio of the total number of residences served by such Utility Lines.

(d) Any Owner or Owners installing, maintaining, repairing or replacing any such Utility Lines shall cause the same to be installed, maintained, repaired or replaced in such a manner as to minimize any damage to or disruption of the Owners and Tenants, shall cause such work to be done promptly and diligently in a good and workmanlike manner, and, upon completion thereof, shall immediately remove all debris and cause the improvements, including landscaping to be restored to its former condition.

(e) Each Owner shall execute such documents as may be necessary or appropriate from time to time to effectuate and implement the provisions of this Section 3.02.

ARTICLE 4

MAINTENANCE OF COMMON ENTRANCE AND UTILITY LINES, AND INSURANCE

4.01. Maintenance Responsibilities. Throughout the term of this Declaration, each Owner of Real Property shall be responsible for maintaining the Utility Lines owned by such Owner, regardless of location. Each Owner shall be responsible for the cost of maintaining and repairing the Common Entrance and any garbage services jointly obtained by the Owners, in the following percentages: Parcel A - 40%; and Parcel B - 60%. The Utility Lines and Common Entrance shall be maintained in good repair and in a safe and sound condition, clean and free of rubbish, debris, snow and other hazards. The obligation to so maintain the Utility Lines and Common Entrance or portions thereof shall include, but not be limited to, the following:

(a) Maintenance of the surface of all roadways, driveways, sidewalks, walkways and other improvements (including any garbage dumpster enclosures) in a clean and safe condition, including the paving, repairing or surfacing and

resurfacing, painting or repainting of such areas when necessary with materials in quality, appearance and durability equal to the original materials; the removal of snow, debris and waste materials and the washing or sweeping of paved areas as required;

(b) Cleaning, maintenance and relamping of any lighting standards except such fixtures as may be the property of any utility or governmental body;

(c) Maintenance and repair of all Utility Lines and when necessary the replacement of the same with materials of equal or better quality and function; and

(d) With respect to maintenance and/or repair of the Common Entrance, the Owners may from time to time allocate such responsibilities between them or in the alternative they may collectively enter into one or more contracts for the same. Decisions regarding maintenance and/or repair shall be made by the unanimous vote of Owners, each Owner of a Real Property to have one vote. In the event that the Owners can not agree upon a method of maintenance, the provisions of this Declaration regarding arbitration shall be controlling.

(e) In the event that one or more Owners believe that improvements are required relative to the Common Entrance as a result of casualty, deterioration or other events not within the contemplation of this Section 4.01, or in the further event that the Owners are not able to mutually agree as to the need or cost of such improvements, all parties agree to submit such issues to arbitration to be conducted in Salt Lake City, Utah, according to the rules of the American Arbitration Association.

4.02. **Insurance.** Each Owner shall obtain public liability insurance against bodily injury and property damage resulting from or arising out of the use, maintenance and repair of its Real Property, including the Common Entrance in such amounts as each Owner deems necessary. The cost of such insurance, even though applicable in part to the Common Entrance, shall be the sole and separate responsibility of each respective Owner.

4.03. **Right to Perform.** In the event any Owner fails to discharge any of its installation, maintenance, or payment obligations under Section 4.01 hereof, within ten (10) days after receiving written notice thereof from any other Owner, any Owner or Owners shall have the right to perform such obligations and charge the cost thereof to the persons responsible for the payment thereof. The responsible Owner shall then remit the amount of such Owner's obligation as advanced by the other Owner or Owners within ten days of demand.

ARTICLE 5

DAMAGE OR DESTRUCTION

5.01. Obligations to Rebuild. In the event of damage to or destruction of the Common Entrance from any cause whatsoever, the Owners, unless unanimously agreed to the contrary in writing, shall repair, rebuild and restore the same to substantially the same condition and quality existing prior to such damage and destruction. Such repair, rebuilding and restoration shall be performed promptly and diligently in a workmanlike manner and, once commenced, shall be carried through continuously to conclusion, subject only to unavoidable delays. The cost of any such repair, rebuilding and/or restoration, to the extent not covered by insurance, shall be allocated in accordance with the proportionate obligation of the parties as set forth in Article 3.

ARTICLE 6

ENFORCEMENT

6.01. Enforcement. Any Owner shall have the right to enforce each and every provision of this Declaration and to proceed, at law or in equity, against any person or persons who have violated or are attempting to violate any provision hereof, to enjoin or prevent them from doing so, to cause such violation to be remedied and/or to recover damages for such violation.

6.02. Attorneys' Fees. In any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration, or any provision thereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in such amount as is fixed by the Court in such proceedings.

6.03. Cumulative Remedies - Waiver. All remedies provided herein or at law or in equity shall be cumulative and non-exclusive. The failure of any party entitled under the provisions hereof to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter or a waiver of the right to enforce any other provision hereof.

ARTICLE 7

TERM - MODIFICATION

7.01. Term. This Declaration and all easements, rights, restrictions, covenants and obligations contained herein shall run in perpetuity, unless terminated pursuant to the provisions of Section 7.02 hereof.

7.02. Termination or Modification. This Declaration may be amended, modified or terminated by the recordation, in the Office of the Recorder of Salt Lake County, Utah, of a written instrument signed by the Owners and the Mortgagees of all Real Properties.

ARTICLE 8

MISCELLANEOUS

8.01. Mortgagees. Any Mortgage affecting any portion of any Real Property shall at all times be subject and subordinate to the terms of this Declaration, and upon foreclosure of or sale under the power of sale contained in any such Mortgage, the purchaser shall acquire title to such property subject to all of the terms of this Declaration. Upon the request of any Owner, all other Owners and their Mortgagees shall agree to reasonable modifications to this Declaration to meet the requirements of an institutional lender who demands such modifications as a condition precedent to the granting of a loan and the placing of the Mortgage upon the requesting Owner's Real Property, provided such modification does not materially adversely affect the rights of any other Owner or Mortgagee under this Declaration.

8.02. Covenants Running with the Land. The easements, rights, restrictions, covenants and obligations contained in this Declaration shall run with the land and shall be binding upon and inure to the benefit of each successive Owner of a Real Property within the Complex, and the same shall constitute a general plan for the use, development and protection of the Complex.

8.03. Taxes. Each Owner shall be responsible for all real estate taxes, assessments and other charges that may be levied, assessed or charged against its Real Property and any improvements, including any common facilities, located thereon.

8.04. No Joint Venture. Nothing contained in this Declaration shall be construed to make the Owners of the Complex or any Real Property, partners or joint venturers or to render any Owner liable for the debts or obligations of any other Owner.

8.05. Third Parties. This Declaration is for the exclusive benefit of the Owners of the Complex and the Permitted Users and not for any other persons. Nothing contained in this Declaration, express or implied, is intended to confer upon any person, other than Owners, any rights or remedies under or by this Agreement.

8.06. Severability. If any provision, or a portion thereof, of this Declaration, or the application thereof to any person, entity or circumstances shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration or the application of such provision or portion thereof to any other persons, entities or circumstances shall not be affected thereby; the remainder of this Declaration shall be given effect as if such invalid or such inoperative portion had not been included; and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

8.07. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

8.08. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if personally served, or if mailed by certified or registered U.S. Mail, return receipt requested, postage prepaid, and addressed to an Owner of a Real Property. If the Owner has failed to provide an address to any other Owner, the address of such Owner shall be that shown on the real property records of the Salt Lake County Recorder

If personally served, notices or other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally served. If sent by mail in the form specified herein, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when deposited in the U.S. Mail in the form specified in this Paragraph.

8.09. Headings. The Article and Section headings contained herein are for convenience and reference only, and in no way define or limit the scope or content of this Agreement, and such headings shall not be considered in any construction or interpretation of this Declaration or any part thereof.

8.10. Estoppel Certificates. Within fifteen (15) days after written request by any Owner, the other Owners shall deliver to any proposed Mortgagee or purchaser of the requesting Owner's Real Property, a certificate stating that this Declaration is in full force and effect, and identifying any defaults or violations of this Declaration that exist with respect to such Real Property. Any such certificate shall, as to such proposed purchaser or Mortgagee, be conclusive evidence of the truth of the statements contained therein and binding upon all Owners, and may be relied upon by any proposed purchaser or Mortgagee of the Real Property.

8.11. Transfers of Title. Upon any sale or transfer of a Real Property, the selling or transferring Owner shall, concurrently with the filing for record of the instrument of conveyance or transfer, give the other Owner(s) written notice of the transfer and of the identity of the transferee. Upon any such sale or transfer, and upon payment of any and all amounts which shall then be due and payable by the selling Owner pursuant to the terms of this Declaration, the selling or transferring Owner shall be relieved of any liability or obligations thereafter arising under this Declaration with respect to the Real Property so conveyed or transferred.

IN WITNESS WHEREOF, Sirens has executed this Declaration as of the day and year first above written.

SIRENS, LLC, a Utah limited liability company

EXHIBIT "A"

(Parcel "A")

Commencing 12½ feet North of the Southwest corner of Lot 3, Block 24, Plat G, Salt Lake City Survey; and running thence North 70 feet; thence East 165 feet; thence South 70 feet; thence West 165 feet to the point of beginning.

EXHIBIT "B"

(Parcel "B")

Beginning at the Northwest corner of Lot 2, Block 24, Plat "G", Salt Lake City Survey; and running thence South 2½ rods; thence East 10 rods; thence North 53.75 feet; thence West 10 rods; thence South 12.5 feet to the place of beginning.

EXHIBIT "C"

SHARED ACCESS EASEMENT 5/18/04

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 24, PLAT "G", SALT LAKE CITY SURVEY AS ON FILE WITH THE OFFICE OF THE SALT LAKE CITY SURVEYOR, THENCE NORTH 00°00'26" WEST ALONG THE WESTERLY LINE OF SAID BLOCK 24, 20.50 FEET; THENCE NORTH 89°52'50" EAST 128.50 FEET; THENCE NORTH 23.83 FEET; THENCE EAST 36.59 FEET TO A POINT ON THE WESTERLY LINE OF LOT 4 OF SAID BLOCK 24; THENCE SOUTH 00°00'17" WEST ALONG SAID WESTERLY LINE 12.01 FEET; THENCE WEST 18.59 FEET; THENCE SOUTH 20.29 FEET; THENCE WEST 4.58 FEET THENCE SOUTH 7.97 FEET; THENCE WEST 25.01 FEET; THENCE SOUTH 89°43'40 WEST 12.59 FEET; THENCE SOUTH 1.21 FEET; THENCE NORTH 89°45'09" WEST 11.68 FEET; THENCE SOUTH 00°03'58" EAST 2.64 FEET; THENCE SOUTH 89°56'02" WEST 30.26 FEET; THENCE SOUTH 85°19'18" WEST 3.68 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89°52'50" WEST ALONG SAID NORTH LINE 58.72 FEET TO THE POINT OF BEGINNING.

