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SALT LAKE METRO INDUSTRIAL PARK

DECLARATION OF PROTECTIVE COVENANTS

The undersigned owners of the following described real property, to-wit:

See legal description, marked "Exhibit A" attached hereto and made a part hereof.

JUL 12 1977

10580

DEED TITLE & ABSTRACT COMPANY
Utah
Recorded
\$14.00
By Cheryl Warrington Deputy
Cheryl Warrington

Do hereby declare that they collectively and severally intend to develop the above described property for industrial and commercial use and in furtherance of this objective to further declare that the said property shall be known as the Salt Lake Metro Industrial Park.

That the owners do hereby restrict the above described property, together with any other property which may at any time be included within the Salt Lake Metro Industrial Park, in the manner hereinafter set forth, which restriction shall run with the land and be binding upon the purchaser or purchasers, lessee or lessees, of any of the lots, parcels, or tracts included in the said industrial park and upon their heirs, legatees, devisees, legal representatives, grantees, successors and assigns.

That a copy of these Protective Covenants shall, by reference or otherwise, be specifically made a part of each deed for the transfer, and each contract for the Lease, of property within said Industrial Park.

NOW, THEREFORE, the following are declared to be the protections, restrictions, and conditions on the above described real estate, and on all other real estate which may in the future be declared to be a part of said Industrial Park.

1. PURPOSE AND DEFINITIONS

A. Purpose. The real property described hereinabove is subjected to the conditions, covenants, restrictions, reservations and assessments hereby declared to secure the proper use and appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable materials; to secure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property within the purpose and intent of the plan herein.

B. Definitions. 1. Site. "Site" shall mean all contiguous land under one Ownership.

2. Improvements. "Improvements" shall mean and include buildings, outbuildings, parking areas, loading areas, trackage, fences,

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walls, hedges, mass plantings, poles, signs, and any structures of any type or kind.

II. CONTROL AND PROCEDURES

- A. Control over the development of land uses within said Industrial Park shall be exercised by the Salt Lake Metro Industrial Park Development Control Committee who will administer and enforce the Protective Covenants contained herein as the agent and representative of all the owners of the land in said area.
- B. The said Development Control Committee shall consist of the following: The Chief Engineer and the Director of Industrial Development of The Denver and Rio Grande Western Railroad Company or their duly authorized representatives.
- C. Prior to the beginning of any construction or the submission of a request for a construction permit to the proper governmental agency; individuals who own or lease any portion of said Industrial Park and individuals purchasing or leasing any portion thereof, shall submit one set of plans and specifications for all improvements thereon to the above mentioned committee.
- D. The said Committee shall be charged with the following duties:
- (1) Publish such further restrictions or variance in furtherance of the interest and purpose of this document as the Committee believes to be both necessary and in full accordance with the intent and purpose of this document.
 - (2) As early as is practicable in each case, deliver copies of the above detailed restrictions together with a copy of this document to each prospective purchaser of land in the said Industrial Park.
 - (3) Study plans and specifications for each contemplated building, improvement, or use of land received as outlined above and within thirty days after receipt of said plans to deliver to the prospective builder concerned either a "Certificate of Compliance with Protective Covenants" or a letter which presents the reasons for disapproval of the plans. The receipt of a proper "Certificate of Compliance with Protective Covenants" shall constitute full authority for the construction of the buildings and improvements described in the plans and specifications covered by the said Certificate, insofar as these Protective Covenants are concerned.
- E. Approval of Plans. Approval shall be based among other things, on adequacy of site dimensions; conformity and harmony of external design with neighboring structures, effect of location and use of improvements on neighboring sites, improvements, operations, and uses, relation of topography, grade and finished ground elevation of the site being improved to that of neighboring sites, proper facing of main elevation with respect to nearby streets, and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications. All questions of interpretation of the various provisions of this document shall be made by the Committee, which shall, in its deliberations, consider the intent and purpose of this document as a whole. There shall be no recourse from the decisions of said Committee except where it is found that it has abused its discretion.

III GENERAL RESTRICTIONS

- A. Zoning restrictions and regulations, and building codes for the area will apply as minimum requirements for uses of the land and the construction of the buildings and improvements.
- B. The owners of land within said area shall participate in and support Fire Protection Districts, Sanitation and Water Districts to serve the area.

IV SPECIFIC RESTRICTIONS

- A. Space occupancy.
1. Minimum setback Lines.
 - (a) General. No structure of any kind, and no part thereof shall be placed on any site closer to a property line than herein provided. The following structure

and improvements are specifically excluded from these setback provisions.

- (1) Roof overhang provided such overhang is approved by the Committee.
- (2) Steps and Walks.
- (3) Paving and associated curbing except that vehicle parking areas shall not be permitted within ten (10) feet of the street property line, unless specific approval is given by the Committee in writing.
- (4) Fences, except that no fence shall be placed within 20 feet of the street property line unless specific approval is given by the Committee in writing.
- (5) Landscaping.
- (6) Planters, not to exceed two (2) feet in height.
- (7) Railroad spur tracks, switches and bumpers, provided that the location of such tracks, switches and bumpers is approved by the Committee.
- (b) From side property lines. The setback line is established as ten (10) feet from a side property line.
- (c) From rear property lines. The setback line is established as fifteen (15) feet from the rear property line, except that this rear setback line may be modified or eliminated in any particular case by the Committee.
- (d) From street property lines. The setback line is established as thirty-five (35) feet from the front line.

2. Total ground coverage. No site shall be covered with a building or buildings to an extent greater than seventy per cent (70) of the area of said site.

B. Partly finished construction.

After commencement of construction of any structure, the owner shall diligently prosecute the work therein, to the end and that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

C. Excavation.

No excavation shall be made except in connection with construction of improvements, and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded and leveled.

D. Landscaping.

1. Every site on which a building shall have been placed shall be landscaped according to plans approved as specified herein and maintained thereafter in a sightly and well-kept condition.

2. The property owner shall landscape and maintain unpaved area between the street curb line and the property line adjoining any street.

3. Hose bibs and maintenance facilities shall be provided by the property owner in the vicinity of landscaped areas.

4. Landscaping as approved by the Committee shall be installed within ninety (90) days of occupancy or completion of the building whichever first occurs, if such can be done during the normal growing season, but if it cannot, then it shall be done within sixty (60) days after the beginning of the next growing season.

E. Barriers.

No fence, wall, hedge, mass planting, or other barrier shall be allowed to extend beyond the setback lines established herein except upon approval of plans and specifications as set forth herein.

F. Signs.

1. No billboard or advertising sign shall be permitted other than the following:
 - a. Those identifying the name, business and products of the person or firm occupying the premises; and
 - b. Those offering the premises for sale or lease when specifically approved by the Committee, in writing.

2. Signs shall conform to setback lines unless specific approval to the contrary is granted by the Committee.

3. Signs and identification on buildings or building sites shall only be of such size, design and color as is approved by the Committee in writing.

G. Parking areas.

1. For each building constructed there shall be provided surface parking areas on the site, laid out and constructed according to plans approved as specified herein and maintained thereafter in good condition.

2. Provision shall be made for one (1) parking space for each four (4) persons employed on the site, and in no event shall there be less than one (1) parking space for each two thousand (2,000) square feet of floor space in manufacturing and storage areas contained in any building on the site, and one (1) parking space for each three hundred (300) square feet of gross office floor area contained in any building on the site, provided, however, that the requirements of this paragraph may be modified by the Committee as to any particular site.

3. In addition to the above, adequate visitor or transient employee parking space shall be provided in keeping with the nature of the anticipated use of the site.

4. Parking shall not be permitted:

a. Between public street pavement and property line.

b. Closer than ten (10) feet to a street property line, unless such distance is modified by the Committee.

H. Storage areas.

1. No materials, supplies, or equipment, including company owned or operated trucks and motor vehicles, shall be stored in any area on a site except inside a closed building, or behind a visual barrier screening such areas from the street frontage, which barrier shall be at least six (6) feet in height.

I. Building Regulations

Any building erected on a site shall conform to the following construction practices.

1. Exterior walls shall be masonry, except where special approval is given by the Committee for architecturally acceptable alternate materials and design.

2. If concrete or cinder blocks are used, the front portions and returns of buildings shall be faced with brick or stone, and sides suitably treated with stucco or other surfacing acceptable to the Committee.

3. Trusses with composition roofs will be permitted. Arched roofs visible from the street will not be permitted.

4. Exterior walls of steel, aluminum, or asbestos will only be permitted as provided in (1) above.

5. Loading areas shall not encroach on setback lines unless specifically approved by the Committee.

6. Loading docks shall not face the street, unless specifically approved by the Committee, in which case said docks shall be set back and landscaped to minimize the effect from the street.

7. Exterior walls shall be painted or suitably treated in a manner acceptable to the Committee.

8. Driveways and loading docks will be so planned that vehicles will not be required to back in to, or out of, the property.

J. Permitted operations and uses. Unless otherwise specifically prohibited herein, any industrial operation and use will be permitted, if it is performed or carried

out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce any of the following effects, discernible at any property line or affecting any adjacent property (except during periods when breakdown of equipment occurs, in such a manner as to make it evident that the effect was not reasonably preventable):

1. Noise or sound that either (A) exceeds seventy (70) decibels for a period or periods aggregating more than three (3) minutes in any one hour, or (B) is objectionable due to intermittence, beat frequency, or shrillness.

2. Smoke of a shade as dark or darker than that designated as No. 2 on the Ringelmann Chart, as published by the United States Bureau of Mines, for a period or periods aggregating more than three (3) minutes in any one hour.

3. Obnoxious odors.

4. Dust, dirt, or fly ash.

5. Noxious, toxic, or corrosive fumes or gases.

6. Unusual fire or explosion hazard.

K. Prohibited operations and uses: The following operations and uses shall not be permitted on any property subject to these restrictions: Trailer courts, labor camps, junk yards, drilling for and/or removal of oil, gas or other hydrocarbon substances, commercial excavation of building or construction materials, dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals, or refuse, fat rendering, stockyards or slaughter of animals, smelting of iron, tin, zinc, or other ores. The basic manufacture of abrasive; acid, cement, animal by productions, bone black, carbon black and lamp black, charcoal, chemicals, cinder or cinder blocks, clay and clay products, coal and coke, concrete and concrete products, explosives, fertilizers, glue and size graphite, gypsum and other forms of plaster base, extraction or smelter milling or smelting of ores, paints and like products, paper pulp and cellulose, paraffin, petroleum and petroleum products, portland and similar cements, rubber, including reclaiming sawmill or planing mill, serum and like products, scape and by-products, sugar and starches, tannery, turpentine, wax and wax products, wood preserving by creosoting or other pressure impregnation of wood.

L. Drainage.

All surface drainage, including roof drainage of buildings, shall be directed whenever possible to the nearby streets. No surface drainage shall be discharged onto any railroad right-of-way unless approved by the Committee.

M. Maintenance. The owner or user of any tract in the said Industrial Park must at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health and maintenance requirements, all owners or users will remove at their own expense all rubbish of any character whatsoever which may accumulate on their respective property.

V. ENFORCEMENT

A. Abatement and suit. Violation or breach of any restriction herein contained shall give to the Committee and every owner of property subject to these restrictions the right to enter upon the property upon or as to which said violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from doing so, to cause any violation to be remedied or to recover damages for said violation.

The result of every action or mission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an owner, either public or private, shall be applicable against every such result and may be exercised by the Committee or by any owner of property subject to these restrictions.

In any legal or equitable proceeding for the enforcement or to restrain the violation of the Declaration or any provisions hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

B. Inspection. The Committee, or its authorized representative, may from time to time at any reasonable hour or hours, enter and inspect any property subject to these restrictions to ascertain compliance therewith.

C. Failure to enforce not a waiver of rights. The failure to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

VI. EXTINGUISHMENT, CONTINUATION AND MODIFICATION

This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period of thirty (30) years from the date hereof; provided however, that the Declaration, or any provision hereof, or any covenant, condition or restriction contained herein may be terminated, extended, modified or amended, as to the whole of said property or any portion thereof, with the written consent of the owners of sixty-five per cent (65%) of the property subject to these restrictions, based on the number of square feet owned as compared to the total number of square feet subject to these restrictions. No such termination, extension, modification, or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the office of the Clerk and Recorder of Salt Lake County, Utah.

VII. CONSTRUCTIVE NOTICE AND ACCEPTANCE

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

VIII. RIGHTS OF MORTGAGES

All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon land subject to these restrictions, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, and his successors and assigns, shall hold any and all property so purchased subject to all of the restrictions and other provisions of this Declaration.

IX. MUTUALITY, RECIPROCITY, RUNS WITH LAND

All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of said property; shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective owners of all parcels and privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns; and shall, as to

the owner of each parcel, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other parcels.

X. EXTENSION OF PROTECTION TO NEARBY AREAS

Owners of real estate in the immediate proximity to the property above described may declare their property to be within the said Industrial Park, and bound by these conditions and restrictions, by first obtaining the approval of the Committee, aforesaid, and the recording of the written request for inclusion and approval thereof by said Committee with the Clerk and Recorder of Salt Lake County, Utah, shall constitute public notice to the inclusion of the lands described therein.

XI. EFFECT OF INVALIDATION

If any provision of this Declaration is held to be invalid by any Court, the invalidity of such provision shall not affect the validity of the remaining provisions thereof.

IN WITNESS WHEREOF, the undersigned owner of the foregoing real property has executed this Declaration of Protective Covenants this 5th day of July, 1977.

ATTEST:

[Signature]
Secretary

RIO GRANDE LAND COMPANY

By

[Signature]
Vice President & General Manager

ATTEST:

[Signature]
Secretary

THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

[Signature]
President

State of Colorado)
City and County of Denver) ss

On the 5th day of July, A.D. 1977, personally appeared before me H. A. Phillips and C. W. Colborg who being by me duly sworn did say, each for himself, that he, the said H. A. Phillips is the Vice President and General Manager and he, the said C. W. Colborg is the secretary of Rio Grande Land Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of resolution of its board of directors and said H. A. Phillips and C. W. Colborg each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

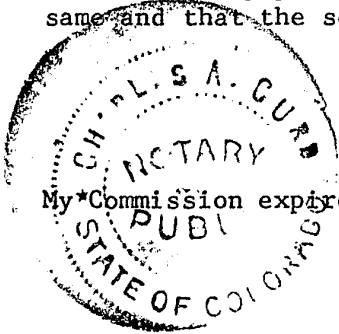
CHAPMAN R. GURD
NOTARY PUBLIC
STATE OF COLORADO
My Commission expires March 21, 1981

[Signature]
Notary Public.

My residence is Denver, Colorado

State of Colorado)
City and County of Denver) ss

On the 5th day of July, A.D. 1977, personally appeared before me W. J. Holtman and C. E. Schmeckpeper who being by me duly sworn did say, each for himself, that he, the said W. J. Holtman is the President and he, the said C. E. Schmeckpeper is the secretary of The Denver and Rio Grande Western Railroad Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said W. J. Holtman and C. E. Schmeckpeper each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Charles A. Curot

Notary Public.

My Commission expires March 21, 1981 My residence is Denver, Colorado

EXHIBIT "A"

A tract or parcel of land situated in and being part of the West 1/2 of Section 24 and the Northwest 1/4 of Section 25, Township 1 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 24; thence East a distance of 1285.63 feet; thence South a distance of 1340.18 feet to the intersection of the Westerly right-of-way line of Interstate Highway I-15, and the Southerly right-of-way line of the Sugar House Spur of The Denver and Rio Grande Western Railroad Company, which point is the true point of beginning of the metes and bounds description of the tract or parcel of land being herein described, said true point of beginning also being South a distance of 1159.73 feet and West a distance of 1686.04 feet from the City Monument at the intersection of 21st South and 2nd West Streets; thence from the true point of beginning South 39°54'40" West along the Westerly right-of-way line of said Interstate Highway I-15, a distance of 89.66 feet to a point on a curve; thence in a Southerly direction along the Westerly right-of-way line of said Interstate Highway I-15 on a curve to the right having a radius of 2151.83 feet for an arc distance of 101.57 feet to end of curve, the long chord of which curve for said arc distance of 101.57 feet bears South 19°01'22" West a distance of 101.56 feet; thence South 20°22'30" West along the Westerly right-of-way line of said Interstate Highway I-15, a distance of 545.65 feet; thence South 3°45'30" West along the Westerly right-of-way line of said Interstate Highway I-15, a distance of 274.00 feet to a point of curve; thence in a Southerly direction along the Westerly right-of-way line of said Interstate Highway I-15 on a curve to the left, having a radius of 918.51 feet for an arc distance of 231.11 feet to end of curve, the long chord of which curve for said arc distance of 231.11 feet bears South 3°27'00" East a distance of 230.50 feet; thence South 10°39'30" East along the Westerly right-of-way line of said Interstate Highway I-15, a distance of 984.29 feet; thence South 18°27'30" East along the Westerly right-of-way line of said Interstate Highway I-15, a distance of 902.51 feet to a point of curve; thence in a Southerly direction along the Westerly right-of-way line of said Interstate Highway I-15, on a curve to the right having a radius of 3712.72 feet for an arc distance of 1095.106 feet to end of curve, the long chord of which curve for said arc distance of 1095.106 feet bears South 10°00'30" East a distance of 1091.14 feet; thence South 1°33'30" East along the Westerly right-of-way line of said Interstate Highway I-15, a distance of 697.81 feet to the Northeast corner of that tract conveyed by the State Road Commission of Utah to The Denver and Rio Grande Western Railroad Company by deed of record in the Salt Lake County Recorder's Office in Book 2481 at Page 166; thence

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South 1°31' East along the easterly boundary of said conveyed tract a distance of 897 feet, more or less, to the north property line of the City of South Salt Lake; thence West parallel to the South line of said Lot 6 and along said City of South Salt Lake's property line a distance of 130 feet; thence South 1°31' East along the City of South Salt Lake's West property line a distance of 168 feet to a point in the South line of said Lot 6; thence Westerly along said South line of Lot 6 a distance of 187 feet, more or less to the southwest corner of said Lot 6; thence North 48°40'49" West a distance of 402.41 feet, more or less, to the Easterly right-of-way line of The Denver and Rio Grande Western Railroad Company; said right-of-way line being a portion of the Easterly boundary of that tract conveyed by Elijah F. Sheets to The Denver and Rio Grande Western Railway Company by deed of record in the Salt Lake County Recorder's Office in Deed and Transfer Book "S" at Pages 451 and 452; thence North 14°33'00" West along said easterly boundary of the Sheets' tract, being the easterly right-of-way line of The Denver and Rio Grande Western Railroad Company, also being parallel to and distant 50.00 feet Easterly measured at right angles to the centerline of the Eastbound main track of said The Denver and Rio Grande Western Railroad Company, a distance of 1315.0 feet to a point of curve, said point of curve being the most Southerly tip of that tract conveyed by Joseph F. Smith (Trustee in Trust for the Church of Jesus Christ of Latter Day Sanits) to The Rio Grande Western Railway Company by deed of record in the Salt Lake County Recorder's Office in Book "6C" at Page 362; thence in a Northerly direction along the Eastern boundary of said Joseph F. Smith tract being the Easterly right-of-way line of The Denver and Rio Grande Western Railroad Company, parallel to and distance 50.00 feet Easterly from the Eastbound main track of said The Denver and Rio Grande Western Railroad Company on a curve to the right having a radius of 5679.60 feet for an arc distance of 1447.265 feet to end of curve, the long chord of which curve for said arc distance of 1447.265 feet bears North 7°15'00" West a distance of 1443.35 feet, said end of curve being the most Northerly tip of that said tract of record entered in Book "6C" at Page 362 and also lying on the Easterly boundary of that said tract of record entered in Deed and Transfer Book "S" at Pages 451 and 452; thence North 0°03'00" East along said Easterly boundary and being the Easterly right-of-way line of said The Denver and Rio Grande Western Railroad Company, parallel to and distant 50.00 feet Easterly as measured at right angles to the centerline of said Eastbound main track of The Denver and Rio Grande Western Railroad Company a distance of 2762.33 feet to a point on a curve, said point being the most Southwesterly tip of that tract conveyed by Lorenzo Snow, et al (First Presidency of the Church of Jesus Christ of Latter Day Saints) to The Rio Grande Western Railway Company by deed of record in Salt Lake County Recorder's Office in Book "5X" at Pages 334 and 335; thence in a Northeasterly direction along the Southern boundary of said Lorenzo Snow tract, being the Southerly right-of-way line of The Denver and Rio Grande Western Railroad Company (Sugar House Spur) along a curve to the right having a radius of 309.30 feet for an arc distance of 119.645 feet; thence South 0°03'00" West a distance of 583.11 feet; thence South 89°57'00" East a distance of 360.54 feet; thence North 20°22'30" East a distance of 641.13 feet; thence on a curve to the left, having a radius of

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1005.37 feet for an arc distance of 78.45 feet to the true point of beginning, the long chord of which curve for said arc distance of 78.45 bears South $76^{\circ}33'12''$ East a distance of 78.42 feet.

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