

(2) 3506515

RESTRICTIVE COVENANTS

STATE OF UTAH : ss  
County of Salt Lake )

KATIE L. HICKMAN  
RECORDING  
SALT LAKE COUNTY,  
UTAH  
May 21 2 45 PM '80  
150  
REF ID: A1234567890  
D. C. Decker

KNOW ALL MEN BY THESE PRESENTS:

That Decker Lake Company, a Partnership, and Security Title Company, Trustee, owners of that certain real property situated in Salt Lake County, State of Utah, more particularly described as follows:

PARCEL NO. 1

BEGINNING at a point on the North line of 2770 South Street, said point being South 89° 57' 30" West 990.00' and North 00° 03' 10" West 23.00' from the South 1/4 Corner of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence South 89° 57' 30" West 430.532' along the North line of 2770 South Street; thence North-westerly 425.772' along the North line of said street around a 460.00' radius curve to the right, thence North 37° 00' 33" West 523.190' along the Easterly line of 2770 South Street to the Southerly line of Park Way Blvd.; thence Northeasterly 201.006' along the Southerly line of said Blvd. around a 1518.24' radius curve to the left; thence South 37° 00' 03" East 541.752' leaving said blvd.; thence Southeasterly 240.654' around a 260.00' radius curve to the left; thence North 89° 57' 30" East 430.484'; thence South 00° 03' 10" East 200.00' to the point of BEGINNING.

PARCEL NO. 2

The East 25 feet of a Parcel described as:

BEGINNING at a point on the East line of Decker Lake Lane (1935 West Street) and the North line of 2770 South Street, said point being North 0° 03' 10" West along the section line 23.00 feet and South 89° 57' 30" West parallel to the Section line 1219.99 feet from the South quarter corner of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0° 03' 10" West 385.00 feet; thence North 89° 56' 50" East 252.00 feet; thence South 0° 03' 10" East 385.05 feet to the North line of said 2770 South Street; thence South 89° 57' 30" West along said North line 252.00 feet to the point of BEGINNING.

EXCEPTING THEREFROM those portion of the above described parcels that lie within Decker Lake Lane.

do hereby adopt the lands described herein to become part of PARKWAY SOUTH, just South of Parkway Blvd., and West of 1850 West, Salt Lake City, Utah

WHEREAS, the undersigned is about to sell and/or develop the property described above, which it desires to be subject pursuant to a general plan of improvement to certain restrictions, conditions, covenants and agreements, between it and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth.

SECURITY TITLE CO.  
MAP NO. 3506515

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NOW, THEREFORE, the undersigned declare that the property described herein is held and shall be sold, conveyed, leased, occupied and held subject to the following restrictions, conditions, covenants and agreements between it and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

MUTUAL AND RECIPROCAL BENEFITS, ETC.

I. All of the said restrictions, conditions, covenants, and agreements shall be made for the direct, mutual and reciprocal benefit of the land described above and shall be intended to create mutual and equitable servitudes upon said land in favor of all other land designated as Parkway South by those certain restrictive covenants recorded June 10, 1977 as Entry No. 2955455 in Book 4501 at pages 858 thru 866, and to create reciprocal rights and obligations between the respective owners of said land and to create a privity of contract and estate between the grantees of said land, their heirs, successors and assigns, and shall, as to the owners of said land in said tract, their heirs, assigns and successors, operate as covenants running with the land for the benefit of all of the land in said tract.

TERMS OF RESTRICTION

II. Each condition and covenant herein contained shall terminate and be of no further effect on January 1, 2000. Provided that DECKER LAKE COMPANY or its successors or assigns and the owners of a majority of the acreage in the PARKWAY SOUTH acting in mutual agreement may by written declaration signed and acknowledged by them and recorded in the Deed Records of Salt Lake County, Utah, alter, amend or extend such restrictions, conditions and covenants as this right to so alter amend or extend shall exist as long as the then owners of a majority of the acreage in said district desire. The mere lapse of time shall not affect or alter the application of this section.

PERMITTED USES

III. The purpose of PARKWAY SOUTH is to create a wholesome environment

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for the conducting of selective manufacturing and marketing enterprises which do not create a hazard or are not offensive due to appearance or to the emmission of noxious odors, smoke or noise, to conduct wholesaling and retailing operations, to promote research laboratories and central office facilities and selective recreational type facilities. To promote such an area, all retailing, recreational and manufacturing business are allowed which fall within this general catagory. Decker Lake Company shall appoint a Planning Committee hereinafter referred to as the "Committee" composed of a partner, an architectural consultant and a representative of a majority of property within the park. The Committee shall be required to review the proposed use of each parcel of land and approve each use, keeping in mind the broad outlines of the purposes of this Industrial Park.

PROHIBITED USES

IV. No portion of the property may be occupied by any of the following uses;

- (1) Residential purposes except for the dwelling of watchmen or other employees attached to a particular enterprise authorized in the area.
- (2) Storage in bulk or junk, wrecked autos or secondhand material.
- (3) No portion of the premises or any portion thereof of any building or structure thereon at any time shall be used for the manufacture, storage, distribution or sale of any products or items which shall increase the fire hazard of adjoining property; or for any business which constitutes a nuisance or cause the emission of odors or gas injurious to products manufactured or stored on adjoining premises or which emit undue noise or for any purpose which will injure the reputation of said premises or the neighboring property or for any use which is in violation of any of the laws of the Salt Lake County or the State of Utah.

YARD SPACES

V. Except on written approval of the Committee, all buildings which

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may be erected on any of the property contained in PARKWAY SOUTH shall maintain the following yard areas:

(1) Front Yards: Buildings shall not be nearer than 35' to curb line on any street in the district.

(2) Side Yards: Unless specifically approved by the Committee, any buildings constructed under one roof level which would include office and attached main plant sections shall not be nearer than 20' from any side yard property line.

(3) Rear Yards: Rear yard shall be 20'.

SIGNS

VI. Signs shall be allowed within the required setback area only when placed back from the front curb line at least 15'. In each case the signs shall be limited to not over 35' in height and may not project more than 6' into the setback area. All signs shall be approved by the Committee. All flashing and/or animated signs shall be prohibited.

STORAGE

VII. No land or buildings shall be used so as to permit the keeping of articles, good or materials in the open or exposed to public view; when necessary to store or keep such materials in the open, the lot or area shall be fenced with a screening fence at least six feet (6') in height; said storage shall be limited to 30' back of building line.

PARKING REQUIREMENTS

VIII. Employee, customer, owner or tenant parking will not be permitted in any of the private or public dedicated streets in PARKWAY SOUTH and it will be the responsibility of the property owners, their successors and assigns to provide such parking facilities as needed on their own property. Except on written approval of the Committee, minimum requirements are as follows:

(1) One parking space for every vehicle used in conducting the business plus one parking space for every 1,000 sq. feet of building area

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or one parking space for every two employees working on the highest shift, whichever is the greater.

(2) Where the parking area is to be located in front of the main building, at least 15' landscaped setback will be provided between the front property line and the parking area.

(3) All parking areas must be paved with year round surface (asphalt or concrete) and adequately drained.

LOADING DOCKS

IX. Except upon written approval of the Committee, loading docks and frontal loading doors will not be permitted on any public frontage road in PARKWAY SOUTH.

CONSTRUCTION REQUIREMENTS

&

COMMITTEE APPROVAL

X. Construction or alteration of all buildings in PARKWAY SOUTH shall meet the standards provided in these restrictions. Purchasers, prior to construction or alteration of any building must submit two (2) sets of plans and specifications for such building to the Committee, its successors or assigns and written approval of such plans by this body, shall be proof of compliance with these restrictions.

The building codes of Salt Lake County in effect at the time of any construction shall apply to each construction.

Any building erected on the property shall be masonry, concrete, or metal construction or an equivalent as determined by the Committee. Metal buildings may be constructed only on approval of the Committee. The front and sides to a minimum depth of three (3) feet, must be finished with face brick, their equivalent, or better, as determined by the Committee. Should a duplex type building be constructed, the type and color of the face brick, or equivalent, must be used on the entire front and the three (3) feet returns on the sides of the buildings. All other types of construction not covered in the above must first be submitted to and have written approval of the Committee.

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Plans and specifications for the construction, installation or alteration of all signs, loading docks, parking facilities, must be submitted to and have the written approval of the Committee, its successors or assigns.

The Committee shall review the proposed use of the property and shall reserve the right to refuse to approve any plan for a use which, in their opinion, is not in keeping with the said stated purposes of PARKWAY SOUTH. Where a proposed development could become offensive, the Committee shall have the right to require special equipment or special design features to overcome such conditions. In all cases where Committee approval is required, the Committee shall act within twenty (20) days from the date of request.

LANDSCAPING & MAINTENANCE

XI. Lawn and shrubs shall be planted in the area between the front property line and the building and shall conform to reasonable minimum standards as proposed and on file with the Committee. The owners of the tracts in this district must at all times keep the premises, buildings and improvements, including all parking and planting areas, in a reasonable, safe, clean and wholesome condition and all areas of the property not covered by improvements must be kept reasonable free from weeds and comply in all respects with all government, health and police requirements and any owner will remove at his own expense, rubbish of any character which may accumulate on said property. Owner will at all times keep shrubs trimmed and lawns mowed and watered.

TIME LIMITATION ON CONSTRUCTION

XII. If, after the expiration of four years from the date of execution of a sales contract agreement on any lot within this district, any purchaser shall not have begun in good faith the construction of any acceptable building on said tract, Decker Lake Company retains the option to refund the purchase price and enter into possession of said land. At any time, the Committee, its successors or assigns may extend in writing the time in which such building may be begun.

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TRAFFIC CONTROL

XIII. The Committee retains the right to designate the location of all streets within the district providing such streets do not encroach on property owned by others than PARKWAY SOUTH and to regulate and control the direction of traffic on streets in the district and the location or zoning of entrances or exits from properties into streets in the district until such controls legally become the responsibility of the County of Salt Lake, Utah, or other governing body.

BENEFICIARY

XIV. These restrictions and covenants are made for the benefit of any and all persons who may now own, or who may hereinafter own, property in the PARKWAY SOUTH. Such persons are specifically given the non exclusive right to enforce these restrictions and covenants by injunction or other lawful providence and to recover damages resulting from any violation thereof.

INVALIDATION of any of the foregoing Restrictive Covenants shall not affect the validity of any other such covenants, but the same shall remain in full force and effect.

SIGNED and dated this 21 day of November, 1980.

DECKER LAKE COMPANY,  
A Partnership

BY: Ormaugui  
L. M. HAYNIE, Partner

BY: Henry D. Moyle  
HENRY D. MOYLE, Partner

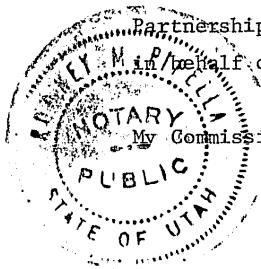
SECURITY TITLE COMPANY  
(Trustee)

BY: Leo D. Jensen  
LEO D. JENSEN, Vice President

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STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 21 day of NOVEMBER, 1980, personally appeared before me L. M. HAYNIE and HENRY D. MOYLE, who being by me duly sworn did say, that they are general partners of Decker Lake Company, a Partnership, and that the within and foregoing instrument was signed in behalf of said Partnership.

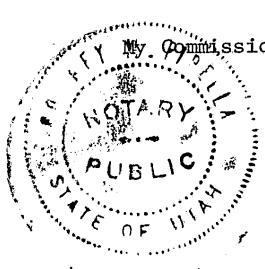


*Larry M. Rydler*  
NOTARY PUBLIC

Residing at: SALT LAKE CITY, UT

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 21 day of NOVEMBER, 1980, personally appeared before me LEO D. JENSEN, who being by me duly sworn did say that he is the Vice President of SECURITY TITLE COMPANY, (Trustee) 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 LEO D. JENSEN acknowledged to me that said corporation executed the same.



*Larry M. Rydler*  
NOTARY PUBLIC

Residing at: SALT LAKE CITY, UT