

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, CONSTRUCTION, INC., a Utah corporation, and other owners of the property described below, acting herein by and through the said CONSTRUCTION, INC., have heretofore caused to be surveyed, platted and subdivided into lots and streets the following described real property located in North Salt Lake City, Davis County, Utah, being part of Section 3, Township 1 North, Range 1 West, Salt Lake Base & Meridian, to wit:

Beginning at the South Quarter-Corner of Section 3, T1N, R1W, S.L.B. & M., and running thence NO° 46' 50" W 1000.00 feet along the quarter section line, thence N89° 45' 51" W 980.00 feet, thence SO° 46' 50" E 1000.00 feet to the South line of said section 3, thence S 89° 45' 51" E 980.00 feet along said section line to the Point of Beginning. Contains 22.495 acres.

and do hereby adopt the attached plat as the plan of subdivision of the lands described herein and which shall be known as WASATCH FRONT INDUSTRIAL PARK (hereinafter called PARK) a subdivision in North Salt Lake City, Utah.

WHEREAS, the undersigned is about to sell and/or develop the said property, 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,

NOW THEREFORE, the undersigned declares that the said property 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 and between themselves and their heirs, successors and assigns:

MUTUAL AND RECIPROCAL BENEFITS, ETC.

I. All of said restrictions, conditions, covenants, and agreements shall be made for the direct, mutual and reciprocal benefit of all of the land described above and shall be intended to create mutual and equitable servitudes upon said land in favor of all other land shown on said map, and to create reciprocal rights and obligations between the respective owners of all of the land shown on said map 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 in the PARK shall terminate and be of no further effect on January 1, 2000. Provided, that CONSTRUCTION, INC., or its successors or assigns and the owners of a majority of the acreage in the PARK acting in mutual agreement may by written declaration signed and acknowledged by them and recorded in the Deed Records of Davis County, Utah, alter, amend, or extend such restrictions, conditions, and covenants and 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.

CREATION OF SPECIAL APPROVAL COMMITTEE

III. In order to administer and supervise the restrictions herein and to give the approvals required, authority is hereby granted to CONSTRUCTION, INC. to appoint the WASATCH FRONT PLANNING COMMITTEE (hereinafter called the "Committee") to consist of three (3) members, any two of which may act. This

David A. Robina
531 S. State

Recorded of request of David A. Robina
Date JUL 6 1977
at 8:41 AM MARGUERITE S. BOURNE Recorder Davis County
Deputy Book 657 Page 476

- Platted
- Abstracted
- On Margin
- Indexed
- Compared
- Entered

Committee is to serve at the pleasure of CONSTRUCTION, INC. and is to have all powers to approve plans and enforce their decisions in accordance with the covenant as outlined herein. This Committee is to perpetuate itself. In the event of a vacancy on the Committee, the two remaining Committee members shall by mutual agreement fill the vacancy. Should they be unable to agree, then the CONSTRUCTION, INC. shall have the right to appoint the new member.

PERMITTED USES

IV. The purpose of the PARK is to create a wholesome environment 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 emission 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 businesses are allowed which fall within this general category. 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 purpose of the PARK.

PROHIBITED USES

V. 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 of 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 causes the emission of odors of a 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 North Salt Lake City or Davis County or the State of Utah.

YARD SPACES

VI. All buildings which may be erected on any of the property contained in the PARK shall maintain the following yard areas:

(1) Front Yards: Buildings shall not be nearer than 45' to curb line on major streets, no nearer than 35' to curb line on any other street in the district.

(2) Side Yards: Any buildings constructed under one roof level which would include office and attached main plant section shall not be nearer than 20' from any side yard property line, unless the office section is separated from the main plant section by different roof levels in which case the office section, only, shall not be nearer than 20' from any side yard property line, in which case the main plant section may be placed on the property line provided that all concrete footings and foundations are contained within the property and that the front of the main plant section shall be no nearer than eighty feet from the front curb line; and shall be adequately landscaped.

(3) Rear Yards: Rear yard shall be at least 25 feet.

SIGNS

VII. 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

VIII. No land or buildings shall be used so as to permit the keeping of articles, goods 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

IX. Employee, customer, owner or tenant parking will not be permitted on any of the private or public dedicated streets in the PARK 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. 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 square feet of building area 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 a year-round surface (asphalt or concrete) and adequately drained.

LOADING DOCKS

X. Loading docks will not be permitted on any frontage road in the PARK, unless such loading docks and truck turning areas are back of the front setback line required herein and the full set back area is planted in lawn and shrubbery.

CONSTRUCTION REQUIREMENTS AND COMMITTEE APPROVAL

XI. Construction or alternation of all buildings in the PARK 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 North Salt Lake City and Davis 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 its equivalent as determined by the Committee. In the event metal is used, it must be painted with acrylic enamel or equal. 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 face brick, or equivalent, must be used on the entire front and the three (3) feet returns on sides of buildings. All other types of construction not covered in the above must first be submitted to and have the written approval of the Committee.

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 the PARK. 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 ten (10) days from date of request.

LANDSCAPING & MAINTENANCE

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 wholesome condition and all areas of the property not covered by improvements must be kept reasonably 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.

LOT REQUIRED FOR BUILDING

XIII. None of said lots may be re-subdivided except by the undersigned, its successors or assigns, or with the written consent of the undersigned, its successors or assigns. Where one or more of said lots is, in the opinion of the undersigned, its successors or assigns, of such size and character that it may be divided into two or more lots which will each be adequate in size and character to permit attractive development, then such lot or lots may be divided by the undersigned, its successors or assigns or permission may be granted by the undersigned, its successors or assigns, to the owner of such lot or lots, as the case may be, to so divide such lot or lots but, in any event, the utilization and development of all lots made by such permissible re-subdivision shall be governed by these Protective Covenants and Restrictions and by the laws, rules and regulations of North Salt Lake City, Davis County and State of Utah.

TIME LIMITATION ON CONSTRUCTION

XIV. If, after the expiration of three 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 an acceptable building upon said tract, the PARK, 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.

TRAFFIC CONTROL

XV. 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 the PARK 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 North Salt Lake City, Utah, or other governing body.

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

SIGNED and dated this 6TH day of JULY, 1978.

CONSTRUCTION, INC.

By David A. Robinson
David A. Robinson, President

STATE OF UTAH)
) *DAVIS* : ss
COUNTY OF SALT LAKE)

On the 6th day of July, 1977, personally appeared before me David A. Robinson, who being by me duly sworn, did say, that he is President of CONSTRUCTION, INC., a Utah corporation, and said David A. Robinson duly acknowledged to me that the said instrument was signed in behalf of CONSTRUCTION INC.

Barbara F. Unsworth
Notary Public
Harmington
Residing at Salt Lake City, Utah

My Commission Expires:

2-11-80