

**Protective Covenants, Restrictions, and Uniform Plan
for
Sorenson Research Park**

4704747

2700

4704747
22 NOVEMBER 88 09:34 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SORENSEN ASSOCIATES
2511 S WEST TEMPLE
SLC, UTAH 84115
REC BY: JEDD BOGENSCHUTZ, DEPUTY

WHEREAS, SORENSON ASSOCIATES and S R PARK ASSOCIATES, hereinafter collectively referred to as "Developers" or "Developer" are the owners of certain tracts and parcels of land in Salt Lake County, Utah, described as follows:

PARCEL 1:

A parcel of land located in Section 2, Township 2 South, Range 1 West, Salt Lake Base and Meridian being further described as follows: Beginning at a point on the easterly right-of-way line of Atherton Drive, said point being East 1780.935 feet and South 604.968 feet from the West Quarter corner of said Section 2; thence North 89° 39' 05" East 413.833; thence North 70° 56' 01" East 632.244 feet; thence North 553.830 feet; thence West 60.401 feet; thence North 08° 12' 15" West 89.399 feet; thence North 79° 32' 45" East 616.774 feet; thence North 17° 21' 36" West 1315.967 feet to the centerline of a drainage canal; thence along the centerline of said canal the following (12) courses:

- (1) South 62° 19' 41" East 185.928 foot
- (2) South 58° 16' 28" East 152.034 foot
- (3) South 63° 52' 38" East 225.581 foot
- (4) South 58° 32' 28" East 443.830 foot
- (5) South 43° 55' 20" East 311.075 foot
- (6) South 07° 12' 30" East 82.838 foot
- (7) South 10° 10' 58" East 91.333 foot
- (8) South 32° 39' 00" East 92.521 foot
- (9) South 48° 05' 24" East 95.208 foot
- (10) South 37° 46' 57" East 144.799 foot
- (11) South 25° 46' 54" East 87.453 foot
- (12) South 29° 32' 10" East 13.784 foot;

thence South 70° 50' 00" West 254.801 feet to the easterly right-of-way line of Riverboat Road; thence South 42° 00' 51" West 80.000 feet the westerly radius curve to the right, bearing to radius point of being South 42° 00' 51" West; thence along the arc of said curve 110.465 feet through a central angle of 28° 46' 00"; thence South 10° 04' 00" East 300.241 feet the northerly right-of-way line of the 4700 South Express Way; thence along said northerly right-of-way line the following two courses: (1) South 70° 50' 00" West 2100.200 feet and (2) to the beginning of a 5804.850 foot radius curve to the left bearing to radius point being South 10° 04' 00" East; thence along the arc of right-of-way line of Atherton Drive; thence along said right-of-way line North 23° 07' 17" West 27.401 feet to the beginning of a

SEE PAGE 567

1178.045 foot radius curve to the right bearing to radius point being North 66°52'43" East; thence along the arc of said curve 290.347 foot through a central angle of 14 ° 07'17"; thence North 09° 00'00" West 30.092 feet to the point of beginning. Containing 47.142 Acres more or less. Basis of bearing being west line of Northwest Quarter of said Section 2, which has a bearing of North 00° 12'15" West.

EXCEPTING THEREFROM that portion of said property owned by Utah Power & Light Company, and any portion lying within LeVoy Drive or Riverboat Road.

PARCEL 2:

Beginning at a fence corner of the Easterly boundary of the Meadowbrook Gold Course property, said fence corner being South 0° 12'15" East (basis of bearing) along the section line 902.95 feet and East 2910.48 feet from the Northwest corner of Section 2, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence along the said Golf Course boundary fence the following courses: North 83° 40'06" East 240.81 foot, North 83° 52'27" East 809.48 feet, North 83° 11'22" East 109.85 feet, North 24°07'32" West 76.35 feet, North 38° 25'22" West 95.72 feet, North 38°31'59" West 520.99 feet, North 11° 21'58" East 340.58 feet, North 74° 46'24" West 244.94 feet, North 4° 49'05" West 184.38 feet, North 4° 59'26" East 41.96 feet, and North 13° 40'03" East 105.30 feet more or less, to a point on the top of the West bank of the Jordan River as of 1985; thence continuing southerly along said top of West bank the following courses; South 51° 23'31" East 313.82 feet, South 76° 50'35" East 175.47 feet, South 77° 16'26" East 98.60 feet, North 76° 35'48" East 178.31 feet, North 68° 59'03" East 130.82 feet, North 74° 51'12" East 115.04 feet, South 28 ° 08'17" East 227.94 feet, South 43° 23'06" East 231.27 feet, South 31°39'53" East 57.12 feet, South 8° 16'37" East 54.40 feet, South 70° 18'33" West 111.98 feet, South 2° 55'14" East 282.60 feet, South 15°13' 45" East 199.56 feet, South 30° 21'49" East 180.06 feet, South 29° 47'11" East 82.62 feet, South 11° 58'31" East 104.73 feet, South 14° 22'31" East 49.16 feet, South 7°12'28" West 144.95 feet, South 0° 17'20" West 143.70 feet, South 10 ° 38'17" West 140.99 feet, South 5°25'51" East 84.37 feet, South 3° 24'12" West 112.69 feet, South 15°54'51" East 119.79 feet, South 29° 02'45" East 81.26 feet, South 41° 57'15" East 77.30 feet, South 61° 15'08" East 142.48 feet, South 50° 40'02" East 100.04 feet, South 60° 27'03" East 86.21 feet, South 54° 36'01" East 43.03 feet, South 38° 52'20" East 65.03 feet, South 28°08' 57" East 104.80 feet, to a point on the North boundary of the Salt Lake County Property; thence along said property line West 80.82 feet, thence South 320.47 feet to a point on a curve to the left and on the Northerly right-of-way line of the 4700 South Expressway, the radius point of said curve being South 0° 50'31" East 1986.08 feet, thence Westerly along the arc of said curve and along said right-of-way line 103.13 feet, to the centerline of the Brighton Canal thence along the centerline of said canal the following courses: thence North 5° 06'20" East 76.08 feet, thence North 45° 51'55" West 400.05 feet, thence North 57° 35'13" West 112.32 feet, and South 80° 57'58" West 177.53 feet to the centerline of the old existing Brighton Canal; thence continuing along said centerline North 31° 28'41" West 44.80 feet, thence North 43°59'54" West 221.70 feet, thence North 10° 37'50" West 236.24 feet, thence North 43° 50'50" West 200.00 feet, thence North 60°07'23" West 719.02 feet, thence North 60° 24'22" West 200.73 feet to a point on the aforesaid Golf Course fence line; thence North 10° 14'03" West along said fence 140.45 feet to the point of beginning.

EXCEPTING THEREFROM that portion of said property conveyed to Utah Power and Light Company, a Corporation, by that certain Deed recorded May 15, 1907 as Entry No. 1639005 in

Book 1413 at page 426 of Official Records, and that certain Deed recorded April 19, 1974 as Entry No. 2615038 in Book 3564 at page 238 of Official Records.

,and

WHEREAS, Developers desire to subject all of the above described property, together with all re-subdivisions and re-plats thereof to the basic covenants, conditions, charges, encumbrances and restrictions hereinafter set forth. All of the above described property and adjoining or adjacent tracts or parcels of land which Developers or any of them or their respective heirs, successors or assigns own or shall own and make subject to this document by execution hereof or by an amendment hereto (if any) shall be hereinafter referred to collectively as "SORENSEN RESEARCH PARK" (hereafter "SRP").

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Developers, in order to provide a Uniform Plan and a common fund for the purpose of:

- (a) ensuring the orderly development of SRP;
- (b) Improving, maintaining, repairing, replacing and perpetually caring for certain improvements and amenities that will serve or benefit all of SRP;
- (c) supervising, administering and enforcing deed and other restrictions, especially the architectural standards and requirements imposed hereby;
- (d) ensuring security in and along the public thoroughfares within SRP;
- (e) providing such other services related to any of the foregoing as in the opinion of the duly constituted administrator of said Uniform Plan shall benefit SRP;

do hereby adopt, establish and impose the following covenants, conditions, charges and restrictions upon SRP, which covenants, conditions, charges and restrictions shall be deemed to be included in all future contracts for deed, deeds and leases, the same as if such provisions were set forth verbatim therein, as covenants running with the title to SRP, to-wit:

PART ONE DEFINITIONS

As used in all Parts of these Basic Restrictions and Uniform Plan:

1.01 "Architectural Control Committee" shall initially mean the Developer but at such time as a committee is appointed as provided herein it shall mean and refer to those individuals who are appointed to serve as committee members to carry out the provisions of the Uniform Plan and more specifically including those provisions contained in section 5.07 hereof.

1.02. "Basic Restrictions" shall mean and refer to the within Basic Restrictions and Uniform Plan for Providing and Maintaining Certain Amenities.

1.03. "Basic Landscape Plan" shall mean and refer to the specifications for the landscaping of Landscape Areas, including signs and markers, published by the developers and available without charge at the office of the Developers, and also available at the office of the Architectural Control Committee.

1.04. "Building Site" shall mean and refer to all contiguous land within SRP under one ownership or combination of several ownerships, such as (without limitation) cotenancy, joint tenancy, and tenancy in common, and may be comprised of any combination of estates, servitudes and interests in real estate, such as (without limitation) fee simple, leasehold, estate for life and easements of all types. Accordingly, a Building Site may consist of any lot or tract within any subdivision or re-subdivision of the Soronson Research Park, regardless of size; or unless the context requires a different meaning. "Building Site" shall be considered synonymous with "lot," "tract" and "parcel of land."

1.05. "Common or Community Improvements" shall mean those improvements installed by the Developer along frontages of streets which are intended to benefit the image of SRP through identification or beautification and which, at the time of installation, are so designated in a written notice recorded in the office of the Salt Lake County Recorder's office describing the improvements and their location whether or not the improvements are installed on a Building Site or on public ground. If the improvements are installed on a Building Site, the designation that they are Common or Community Improvements shall have no effect on the ownership of the property upon which they are installed.

1.06. "Entrances to SRP" shall mean and refer to the areas within the respective rights-of-way of the various public Streets in SRP which areas are reserved for entrance markers and landscape objects and materials as more particularly described in the Basic Landscape Plan.

1.07. "Front Setback Area" shall mean and refer to the area between the Parkway Strip (as that term is defined herein) and the front setback line on a Building Site as established in Section 4.02 herein.

1.08. "Green Area" shall mean and refer to an area reserved (nonexclusive) for pedestrian use, landscaping, or both, and shall contain trees and grass or other landscape materials as more particularly stipulated in the Basic Landscape Plan. Green Areas may be located entirely or partially (a) within one (1) or more setback areas established herein, including, without limitation, a Parkway Strip, or (b) elsewhere within a Building Site as required by these Basic Restrictions and the Basic Landscape Plan.

1.09. "Interior Property Line" shall mean and refer to any Building Site perimeter or exterior boundary except a Street Property Line as that term is defined herein, and shall be synonymous with "rear property line," "side line" and "side property line," unless the context clearly requires a different meaning.

1.10. "Landscape Areas" shall mean and refer to all areas located:

- (a) within Street esplanades located within all future Streets, if any, in SRP.
- (b) within any Parkway Strip, as that term is defined herein;
- (c) within any Green Area, as that term is defined herein; and
- (d) within all Entrances to SRP.

1.11. "LeVoy Drive" and "Riverboat Road" shall mean and refer to the thoroughfares bearing these names, dedicated for public use as recorded in the office of the County Clerk of Salt Lake County, Utah.

1.12. "Light Manufacturing" shall mean and refer to any industrial operation or use, not otherwise specifically prohibited herein, which is performed or carried out entirely within a building or buildings so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance or annoyance to the occupants of adjoining or adjacent Building Sites, such as, without limitation, noise, vibration, sound, electro-mechanical disturbances and radiation, electromagnetic disturbances, radiation, air or water pollution, dust, or emission of odorous, toxic or nontoxic matter, and which operations and use are not hazardous on account of excessive danger of fire or explosion.

1.13. "Parkway Strip" shall mean and refer to the area located between the nearest curb (or edge of pavement if no curb exists) in the public Street or Streets abutting an Individual Building Site and the Street Property Line or Right-of-Way line.

1.15. "Property" and/or "the above described property" shall mean and refer to SRP, as that term is defined herein, and all resubdivisions and re-plats thereof or of any part thereof.

1.16. "Property Owner" shall mean and refer to the owner or owners of one or more Building Sites in SRP.

1.17. "SRP" shall mean and refer collectively to the Sorenson Research Park and the Tracts described hereinabove, together with any adjoining or adjacent tracts or parcels of land hereinafter annexed and subjected hereto.

1.18. "Street" or "Streets" shall mean and refer to (a) the public streets and thoroughfares shown, respectively, upon the plats of SRP and (b) any and all other public streets that may or might be dedicated and/or opened to public use in SRP during the term and any extended term of these Basic Restrictions, and the term shall be deemed to be synonymous with "road," "boulevard" or "drive" unless the context clearly requires different meaning.

1.19. "Street Property Line" shall mean and refer to any Building Site perimeter or exterior boundary that coincides with the boundary of a Street right-of-way, inclusive of future Streets, if any, in SRP.

1.20. "Structure" shall mean and refer to any manmade object or place of work

composed of parts joined together or constructed in some definite manner, including, without limitation, buildings, regardless of the use made thereof.

1.21 "Uniform Plan" shall mean and refer to the within Basic Restrictions for Providing and Maintaining Certain Amenities in SRP. The term shall be synonymous with "Basic Restrictions."

PART TWO RESERVATIONS

2.01 There is hereby expressly reserved unto Developers, their respective successors and assigns, as part of the Uniform Plan established hereby, the same as if such reserved rights and estates were incorporated in every contract, deed, lease and other form of grant, dedication or conveyance of the Property or any part thereof, all those certain rights, titles and estates as follows:

(a) Subject to the right of the Salt Lake County and/or the State of Utah to restrict such use, Developers reserve unto the Architectural Control Committee, in perpetuity, all easements, rights-of-way and similar rights and easements whatever necessary or required in the following Landscape Areas within SRP:

- (i) Entrances to SRP, including entrance markers and signs;
- (ii) Street esplanades; and
- (iii) Parkway Strips;

for the installation, replacement, cultivation, fertilization, irrigation and/or maintenance of the landscaping, entrance markers and other landscaped objects, in accordance with the Basic Landscape Plan and/or for the construction, installation, repair or replacement of the sprinkler system for which the Architectural Control Committee has operational responsibility as provided herein.

(b) Developers reserve unto themselves, their successors and assigns, as the owners thereof, the right to dedicate and/or grant additional easements and rights-of-way, either public or private, or both, for streets, drives, roads and/or utilities in, under, over and across any Building Site, lot, tract or parcel of land, or any combination thereof, in SRP, and Developers further reserve unto themselves, their successors and assigns, as the owners thereof, the right to impose additional restrictions upon any such Building Site, lot, tract or parcel of land, or any combination thereof, provided that no such reserved right shall survive the sale and/or conveyance of any Building Site, lot, tract, reserve or parcel of land in SRP unless such right is expressly reserved in the contract and/or deed evidencing and affecting such sale and/or conveyance of such Building Site, lot, tract, reserve or parcel of land. All such additional dedications, grants and/or restrictions shall be made and created by separate instrument for such purposes, or same may be incorporated in any deed or deeds conveying any of said property.

**PART THREE
COMMON IMPROVEMENT CHARGES**

3.01 Each Property Owner shall be assessed a proportionate amount of the costs of maintenance and repairs of any common or community improvements which are or may be installed by the Developer.

3.02 Common and community improvements shall be defined as and shall be limited to include:

- (a) Signs identifying the Sorenson Research Park;
- (b) Decorative fountains, flag poles, ponds and landscaping at intersections or frontages of 4500 South not for the exclusive use of or enjoyment by a Property Owner as part of a Building Site; and
- (c) All reasonable administrative and out-of-pocket expenses and overhead incurred in connection with any of the foregoing.

3.03 Each individual Property Owner's proportionate amount of the assessment shall be determined by dividing the assessed value of the individual property by the total assessed value of the entire Park and multiplying the costs for maintenance and repair by the resulting ratio.

3.04 The assessment shall be paid by the Property Owner or Owners of record to the Architectural Control Committee, its successors or assigns, in Salt Lake City, Utah, and shall be due and payable within 30 days after written notice thereof throughout the term and all extensions of the term of these Basic Restrictions, and each said Property Owner shall be personally liable for the payment thereof.

3.05 Any payment not received by the Architectural Control Committee within the thirty (30) days referred to above, shall be delinquent. All delinquent assessments, together with late charges, interest, costs and reasonable attorney's fees incurred in collecting delinquent assessments shall be the personal obligation of the property owner of record at the time when the assessments fall due and shall bear interest from the date of delinquency at Eighteen percent (18%) per annum, until paid.

3.06 The obligation of the property owner to pay the assessments for maintenance and repairs of the common or community improvements, shall constitute a covenant running with the building site.

3.07 If there is a delinquency in the payment of any assessment, all amounts that are delinquent, together with interest specified above, costs of collection and reasonable attorney's fees, shall be a lien against the building site of the property owner upon recordation of a Notice of Delinquent Assessment signed by an authorized representative of the Architectural Control Committee. Such lien shall be prior to all other liens and encumbrances except:

(a) Property taxes and special assessments and/or special District liens for sewer or water, etc.

(b) Deeds of Trust, Security Agreements, Mortgages and/or other liens recorded prior to the date that the Notice of Delinquent Assessment was recorded.

3.08 The Architectural Control Committee may bring a judicial action to foreclose the lien described herein or at its option may bring a suit to recover a money judgment for unpaid assessments together with interest, costs and reasonable attorney's fees. Such suit shall be maintainable without waiving the lien securing the unpaid assessments.

3.09 In a voluntary conveyance, the Grantee of a property owner shall be jointly and severally liable with the property owner (Grantor) for all unpaid assessments.

3.10 The judgment of the Architectural Control Committee, its successors and assigns concerning the expenditure of said assessments shall be final, so long as such judgment is exercised in good faith. Nothing herein contained shall be construed to create or impose any restriction, limitation or priority upon the application thereof. The enumeration of uses of the assessment hereinabove carries no obligation to provide any of such uses except to the extent of funds actually received and available and to the extent of a community or common need therefor.

PART FOUR RESTRICTIONS, COVENANTS AND CONDITIONS

4.01 USES

From and after the date of recording hereof, in the office of the Salt Lake County Recorder, and except for any existing use or uses as of said date:

(a) No Building Site, lot, tract or other parcel of land and no building or other improvement situated thereon shall be used for manufacturing or any other industrial use except Light Manufacturing as that term is defined herein. As used in this subsection "industrial use" refers to and shall mean any operation or enterprise for the production of goods, merchandise, materials, machines, vehicles and other manufactured items and things, or for the processing and/or refining of minerals, raw materials or manufactured products, except Light Manufacturing as that term is defined herein.

(b) No activity shall be carried on or permitted upon any Building Site or within any building, buildings or other improvements situated thereon, which is (i) offensive, beyond the limits of the Building Site, by reason of odor, fumes, smoke, dust, noise, electro-mechanical or electromagnetic disturbance, radiation, air or water pollution; or (ii) is hazardous on account of excessive danger of fire or explosion; nor shall anything be done thereon which may be or may become a common law nuisance to the neighborhood or to the other Property Owners.

(c) Any other lawful use not specifically prohibited herein shall be permitted.

(d) No structure of a temporary character, including, without limitation, trailer, mobile home, tent, construction shack, and portable building, shall be placed or used on any Building Site except during construction of the permanent building or buildings to be erected on any Building Site, and then only in strict accordance with the rules and regulations governing the use and maintenance of temporary offices, storage areas, yards and similar interim construction facilities as published from time to time by the Architectural Control Committee and available in typewritten or printed form, without charge, to any Property Owner or his duly authorized representative at the principal office of the Architectural Control Committee.

(e) No metal building shall be erected, placed or used on any Building Site.

(f) Dumping of garbage, trash or rubbish on any Building Site is strictly prohibited. All areas except those containing non-negotiable terrain (such as creek banks and gullies) or a density of trees which interferes with or restricts mowing, on all undeveloped Building Sites shall be kept free and clear of weeds and grass over twelve (12) inches high; provided, however, that the area between the Street Property Line(s) and a line parallel thereto at a distance of fifty (50) feet and all Parkway Strips on all undeveloped Building Sites shall be kept free and clear of all weeds and grass over twelve (12) inches high regardless of whether such area contains non-negotiable terrain (such as creek banks and gullies) or a density of trees which interferes with or restricts mowing. The Architectural Control Committee may require that any Building Site be mowed, cleaned and cleared, at the property owner's expense, from time to time in order to comply with the requirements of this subsection (f).

4.02 SETBACK LINES AND LANDSCAPE REQUIREMENTS IN SETBACK AREAS

(a) All buildings and other structures within Sorenson Research Park shall be constructed in conformity with the setback lines as required by Salt Lake County except where the Uniform Plan or the Basic Landscape Plan requires greater setbacks.

(b) The Front Setback Area may contain underground utilities, paths, jogging trails and walks for pedestrian ingress and egress, and paved access drives for vehicular ingress and egress across the Parkway strip and the Front Setback area, provided, however, that under no circumstances shall there be more than one (1) such access drive and one (1) such walk or path across the Parkway Strip and the Front Setback Area, providing street access, per each 200 linear feet of frontage, on a cumulative basis; further provided that the unpaved portion of the Front Setback Area between the Street Property Line and the front setback line shall be landscaped and/or preserved as a Green Area in accordance with the Basic Landscape Plan and may contain landscape structures, materials and objects permitted or specified in the Basic Landscape Plan, but such Front Setback Area shall contain no other structure that is not directly related or pertinent to one or more of the foregoing permitted structures; provided that in no event shall any paved access drive located within said Front Setback Area parallel the abutting Street, and in no event shall more than fifteen percent (15%) of the entire Front Setback Area be paved for any purpose; and provided further that it is not the intention hereby to dedicate to public use as such the Front Setback Area, or any part thereof, and no such dedication and no easement for the benefit of the public or the Architectural Control Committee or anyone else shall be deemed to have been granted or dedicated by the provisions of this subsection.

4.03 PARKING

Adequate off-street parking shall be provided to accommodate all parking needs of and for the occupants, employees, visitors and invitees on each Building Site, Irrespective of the use made thereof. The intent of this provision is to eliminate the need for any on-street parking. Without limiting the generality of the foregoing, parking shall not be permitted:

- (a) Within any Landscape Area, including, without limitation, Parkway Strips, Green Areas; and
- (b) Closer than five (5) feet to any Interior Property Line on any Building Site.

4.04 LOADING DOCKS

Loading docks will not be permitted to face any Street, and provision must be made for handling all freight in the rear or on the side of the Building Site not abutting a Street.

4.05 SIGNS

(a) Except as hereinafter expressly provided to the contrary, all signs on a building site shall be attached to the building constructed thereon, parallel to and contiguous with its wall, and shall not project above its roof line, except where the architectural facade projects above the roof line, but in no event shall any sign project above the facade. No sign of a flashing or moving character shall be attached to any building and no sign shall be painted on the wall of any building. No temporary sign of any type shall be attached to any building, except that in conjunction with the construction, sale or leasing of a building, one temporary sign publicizing such construction, sale or leasing shall be permitted per Street front, provided that any such temporary sign shall not exceed one hundred (100) square feet per sign face, and provided further that the design and location thereof shall be approved by Developers.

(b) No detached sign, billboard or other advertising device of any character shall be erected on any Building Site except one or more permanent signs may be set down and based upon a landscape borm, provided that

- (I) no such sign shall have more than four (4) faces,
- (II) each such sign shall be illuminated and
- (III) not more than one such sign per street front or one such sign per three hundred (300) linear foot (or part thereof) shall be permitted on any Building Site. Each such borm and free standing sign situated thereon shall be designed so as to harmonize with the architecture of the building or buildings and the landscaping on the Building Site, as well as the surrounding landscaping, and shall be approved by Developers. In no event shall any such free standing sign be placed on any pole or be of a flashing or moving character, and no such sign shall be

painted on the sign board surface.

(c) No temporary or pole signs of any type and no sign of a flashing or moving character shall be installed or permitted to remain on any Building Site or any part thereof, except that in conjunction with the construction, sale or leasing of a building, one temporary sign publicizing such construction, sale or leasing shall be permitted on the Building Site, provided that the design, location and size of any such temporary sign shall be approved by Developers.

(d) As stipulated in Section 5.02 herein and hereinabove, Developers have reserved the right in and for the Architectural Control Committee to approve the size, type, design and location of all signs, including the signs attached to buildings and detached, free standing signs on any Building Sites.

(e) Except where the context requires a different meaning, the foregoing provisions of this Section 4.05 are not intended to regulate, limit or restrict:

- (i) signs identifying and/or publicizing SRP which are erected and/or maintained by the Developers or the Architectural Control Committee, or
- (ii) signs that are functional and that are of such size and are so located on the interior of the Building Site, such as without limitation, traffic control signs, directional signs and safety signs, or
- (iii) signs or markers installed by the Developers or the Architectural Control Committee identifying SRP or any Street or amenity therein, or information signs, such as, without limitation, signs and markers shown in the Basic Landscape Plan, signs identifying jogging trails, nature trails and pedestrian crossings.

4.06 STREET LIGHTING AND ELECTRIC SERVICE:

(a) The Developers reserve the right (but shall have no obligation) in behalf of themselves and their successors and assigns, including, without limitation, the Architectural Control Committee, to install street lights in any Street in SRP; provided, however, that all pole mounted street lights over thirty (30) feet in height shall be supported by metal or precast lighting standards that are approved by the Salt Lake County, and all other street lights shall be mounted and constructed of materials as specified in the Basic Landscape Plan.

(b) No above ground electrical and/or communication pole shall be permitted on any Building Site. All electrical and/or communication lines shall be underground.

4.07 SCREENING:

(a) No article, goods, materials, supplies or equipment, including, without limitation, business or personal-use vehicles or trailers or other mobile machines or equipment, shall be stored in any area on any Building Site, or on any roof, except inside an enclosed building or behind an approved visual barrier screening such area from view of the adjoining properties,

both horizontally and vertically, and screening such area from any Street. Said screening barrier shall be of a design and height and constructed of materials approved by the Architectural Control Committee prior to the placement thereof on such site. All such screened uncovered storage areas shall be limited to the rear two-thirds of the Building Site, but under no circumstances shall any materials, machines or equipment be stored within forty (40) feet of any Street. Within the meaning of this Section 4.07 (a), "uncovered storage areas" shall not include uncovered parking areas that are permitted under other provisions of these restrictions so long as the uncovered parking area is used principally for the parking and/or storage of passenger automobiles, vans, trucks and other similar low profile vehicles. Provided, however, the foregoing provisions of this Section 4.07 (a) to the contrary notwithstanding, it is controllingly provided that roof-mounted mechanical equipment of not more than four (4) feet six (6) inches in height, set back no less than thirty (30) feet from the edge of the roof, shall be permitted.

(b) Loading docks, water towers, cooling towers, communication towers, storage tanks, processing equipment, air conditioning equipment, skylights, ventilators, transformers and communication equipment and other similar structures, fixtures and/or equipment exceeding three (3) feet six (6) inches in height shall be architecturally compatible or shall be located behind the visual barrier screening such structure, fixture or equipment from the view of adjoining properties, both horizontally and vertically, to height of material being screened, and/or from any Street.

(c) The entrance to all garages and carports located on Building Sites must be screened against view.

4.08 LANDSCAPING

(a) The Property Owner of each Building Site shall landscape and maintain his Building Site, the Parkway Strip, the 4500 South Right-of-Way Strip (in the case of those Building Sites contiguous thereto) and the Front Setback Area in accordance with the Basic Landscape Plan.

(b) Subject only to reasonable adjustment for seasonal planting requirements, all Landscape Areas designated in Sections 4.08 (a) and 4.08 (b) above shall be completed within ninety (90) days after occupancy or completion of the building or buildings erected on the respective Building Sites, whichever first occurs. For the purposes of this Section 4.08 (c), where the entire Building Site is not developed at one time, said Landscape Areas shall be required to be completed within the time aforesaid as to that part of the Building Site on which such building or buildings so completed are located according to the building plans that, if required, were submitted to and approved by Salt Lake County, or other political subdivision of the State of Utah having jurisdiction, precedent to its issuance of a building permit for such building or buildings.

(d) Subject to the availability of funds, the Architectural Control Committee shall operate, maintain, repair and replace the sprinkler systems, if any, installed by Developers; provided that the foregoing shall not be construed to mean that Developers are obligated to install any such sprinkler systems.

(e) All landscaping, including the entrance markers, will be installed in accordance with the Basic Landscape Plan in SRP published by the Developers and available at no charge at the office of the Developers.

(f) All landscaping covered in this Section 4.08, including owner-maintained and Architectural Control Committee-maintained landscaping, will be kept and maintained in accordance with the standards stipulated in the Basic Landscape Plan at all times.

4.09 MAINTENANCE

Buildings, landscaping, and other improvements shall be continuously maintained so as to preserve a well-kept appearance. If the Architectural Control Committee is not satisfied with the level of maintenance on a Building Site or other parcel of property, it may so notify the Property Owner in writing and the Property Owner shall have thirty (30) days thereafter in which to restore its Building Site, other parcel or improvements to a level of maintenance acceptable to the Architectural Control Committee. If in the Architectural Control Committee's opinion the Property Owner has failed to bring the Building Site, other parcel or improvements to an acceptable standard within such thirty (30) day period, the Architectural Control Committee may order the necessary work performed at the Property owner's expense; multiple Owners shall be jointly and severally liable for such expenses.

4.10 DEFAULTING PROPERTY OWNER

If any Property Owner (hereinafter in this paragraph called the "defaulting Property Owner") shall be in default under any of the following provisions: Section 4.01(f), 4.08(a), 4.08(b), 4.08(c), or 4.08(f) for fifteen (15) days after written notice of default given by the Architectural Control Committee or, if such default shall be of such a nature that the same cannot, as a practical matter, be cured within such fifteen (15) day period, and the Defaulting Property Owner receiving such notice of default shall not within such fifteen (15) day period commence the curing of such default and thereafter with the due diligence and dispatch continuously prosecute the curing of such default to completion, then the Architectural Control Committee may take appropriate action to cure such default, including, without limitation:

- (I) the performance of landscape maintenance, improvement maintenance or other cure,
- (II) hiring of independent contractors to mow any Building Site and to remove any trash, rubbish or garbage therefrom, and
- (III) the entry onto the premises of the Defaulting Property Owner for the purposes herein stated, and for the limited purpose of exercising all rights of self help granted it under this Section 4.10. The Architectural Control Committee is hereby expressly granted an easement in, under, over and across the Property of the Defaulting Property Owner for entry upon, and for ingress and egress through any portion of the Defaulting Property Owner's property, with men, materials and equipment, to the extent reasonably necessary in the exercise of such rights. The Defaulting Property Owner shall, upon demand reimburse the

Architectural Control Committee for all reasonable costs and expenses incurred by the latter in the exercise of its rights under the provisions of this Section 4.10, and such reimbursement shall, at the option of the Architectural Control Committee, be secured by a lien upon the Defaulting Property Owner's interest and estate in SRP, in the same order or priority and with the same limited effect with respect to any existing or future first lien and/or security interest, as provided in Part Three herein for securing payment of common or community improvement charges. Upon request and payment of reasonable cost, the Architectural Control Committee will execute appropriate documents evidencing the subordination of the lien herein created and any other liens and security interests held by the Architectural Control Committee pursuant hereto, in form suitable for recording.

PART FIVE
ARCHITECTURAL AND DEVELOPMENT CONTROL

5.01 No improvements, as that term is defined below, shall be commenced, erected, placed or maintained on any Building Site, lot, tract or other parcel of land subject to the within covenants and restrictions, nor shall any exterior addition, change or alteration be made thereto, until the plans and specifications showing plat layout, structural design, exterior elevations, signs, landscaping and screening therefor shall have been submitted to and approved in writing by the Architectural Control Committee of SRP based upon the criteria established herein. Two (2) complete sets of such plans and specifications shall be submitted in writing over the signature of the owner or lessee, or the signature of the agent of the owner or lessee, of the particular Building Site, lot, tract or other parcel of land to be improved. The foregoing shall apply to any improvements now existing only to the extent that same shall be altered or remodeled.

5.02 Architectural review shall be limited to and approval or disapproval shall be based on the following criteria:

(a) The criteria established in Part Four herein, including, without limitation, the following:

- (i) use;
- (ii) setback lines and height limitations;
- (iii) parking;
- (iv) loading docks;
- (v) signs;
- (vi) exterior lighting;
- (vii) screening;
- (viii) landscaping;
- (ix) building materials; and
- (x) architectural elevations

(b) Adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring Building Sites, lots, tracts and other parcels of land; relation of topography, grade and finished ground elevations of the Building Site being improved to that of

adjoining and adjacent Building Sites, lots, tracts or other parcels of land, proper facing of main elevation with respect to nearest Street or Streets, and conformity of the plans and specifications to the purpose, general plan and intent as set forth herein and expressed hereby and in such additional, separate restrictive covenants and restrictions, if any.

(c) The Architectural Control Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

5.03 If the Architectural Control Committee fails to either approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the Architectural Control Committee has approved said plans and specifications, subject, however, to all of the covenants, conditions and restrictions set forth herein and in the additional separate restrictions, if any, for the particular Building Site or re-subdivision thereof in SRP in or on which such improvements are to be situated.

5.04 It is understood that the Architectural Control Committee may delegate all or part of its authority to review building and improvement plans so submitted and that the Architectural Control Committee may retain the services of architects from time to time for the purpose of reviewing such plans and making recommendations as to approval, disapproval or modification thereof and that neither the Architectural Control Committee nor any agent thereof, nor any advisor thereto, shall be liable in damages to anyone submitting plans for approval, or to any owner, lessee or occupant of land affected by those covenants, by reason of mistake in judgment, negligence or nonfeasance, arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to the Architectural Control Committee for approval agrees, by the submission of such plans, and every owner, lessee and/or occupant of any such property agrees by acquiring title thereto, or any leasehold or other interest therein, that he will not bring any action or suit against the Architectural Control Committee to recover any such damages.

5.05 An architectural review fee in the amount of Eight Mills (\$0.008) per square foot of Building Area shall be paid to the Architectural Control Committee at the time plans are submitted for approval.

5.06 As used in this Part Five, "Improvements" shall mean and include buildings, out-buildings, parking areas, loading areas, fences, walls, mass plantings, poles, exterior lighting, signs and any other similar structure.

5.07 From the time that the Developer shall appoint an Architectural Control Committee or from the time that the Developer owns less than 35% of SRP and a majority of owners shall appoint an Architectural Control Committee, such committee shall consist of three members who shall serve so long as appointed or until removed by a majority of owners. All actions of the Architectural Control Committee shall require the concurrence of at least two members to be binding. The Architectural Control Committee may, however, appoint a representative to fulfill any administrative function with which it is charged under the Basic Restrictions with the exception of those items specified in this part Five.

**PART SIX
ENFORCEMENT**

6.01 The foregoing covenants, conditions, charges and restrictions shall run with the title to the land and shall be binding upon and inure to the benefit of Developers and their successors and assigns, for the term hereinafter provided.

6.02 The Property Owners or the Architectural Control Committee as the representative of all Property Owners in SRP, may enforce this Uniform Plan and the Basic Restrictions set forth herein either by proceedings at law or in equity, or both, against any person, firm or entity violating or attempting to violate the same or any part thereof, and any such violation or attempted violation of the foregoing Uniform Plan and Basic Restrictions may be enjoined or abated by proceedings at law or in equity brought by the Property Owner individually or by the Architectural Control Committee in its representative capacity in behalf of all Property Owners to whom the benefits of said covenants and restrictions shall inure as hereinabove provided.

6.03 In any proceedings to enforce or restrain the violation of this Uniform Plan and the Basic Restrictions set forth herein, or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties, in such amount as may be fixed by the court; provided, however, that no Property Owner shall be liable for any such costs or attorney's fees, or any part thereof unless he is a principal party to the suit.

6.04 The duly authorized representative or representatives of the Architectural Control Committee may from time to time, at any reasonable hour or hours, enter and inspect any Property subject to this Uniform Plan and the Basic Restrictions set forth herein for the purpose of ascertaining compliance herewith.

6.05 Failure of the Architectural Control Committee or any Property Owner to enforce any covenant or 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.

6.06 The foregoing provisions of this Part Six, notwithstanding, in the event that the Architectural Control Committee fails, neglects or refuses to enforce this Uniform Plan and the Basic Restrictions set forth herein, any individual Property Owner may enforce same in the same manner as the Architectural Control Committee could have done under Section 6.02 above, provided that a Property Owner is not authorized hereby to represent the other Property Owners, and further provided that a Property Owner shall be responsible for costs and attorney's fees under Section 6.03 herein, if the Property Owner or Owners constitute the losing party or parties.

**PART SEVEN
GENERAL CONDITIONS**

7.01. Notwithstanding any provision herein to the contrary, it is not the intention hereby to grant to the public any right or privilege in any existing easement that the public does

not have therein or to create by implication or otherwise any new easement in SRP, or any part thereof, and all such rights, privileges and easements created hereby shall constitute the private rights, privileges and easements of the Property Owners and Architectural Control Committee.

7.02 The Developers do hereby make, constitute and appoint the Architectural Control Committee as the sole and exclusive administrator of the Uniform Plan and Basic Restrictions adopted and established hereby, giving and granting unto said Architectural Control Committee full power and authority to do and perform each and every act and thing whatsoever requisite and necessary to be done in and about the premises, including, without limitation, the power to collect and receipt for said Community Services and Improvement Charge and to appropriate the funds derived therefrom to the uses and purposes hereinabove set forth. It is understood that to the extent permitted by law the Architectural Control Committee may or might delegate all or any part of the powers and authorities granted hereby unto independent agents or contractors who shall actually carry out and perform the services, duties and responsibilities of the Architectural Control Committee, and except as provided above, nothing herein contained is intended to preclude, nor shall same be construed to prevent or preclude any such delegation of authority or power by said Architectural Control Committee. In the event at any time the Architectural Control Committee ceases to exist, a successor committee may be appointed as provided above. The Architectural Control Committee may incorporate itself as a non-profit corporation to carry out its authority hereunder.

7.03 Notwithstanding the foregoing or any other provisions hereof, this Uniform Plan and the Basic Restrictions contained herein may be terminated, extended, modified and/or amended as to all or any part of SRP at any time and from time to time hereafter by agreement to terminate, extend, modify and/or amend said Uniform Plan and Basic Restrictions, evidenced by instrument signed by the then Property Owners possessing three-fourths (3/4ths) of the assessed value of SRP according to the real property tax assessment records of Salt Lake County, Utah. The foregoing shall not be construed to require a meeting of the Property Owners or any notice thereof, it being sufficient that the action aforesaid be taken without a meeting so long as the instrument aforesaid is signed by the then Property Owners possessing three-fourths (3/4ths) of the assessed value of SRP according to the real property tax assessment records of Salt Lake County, Utah.

7.04 Subject to the provisions of Section 7.03 herein, this Uniform Plan and the Basic Restrictions set forth herein shall continue and shall run with the title to the lands covered hereby for a period of forty (40) years from the date the same are filed for record in the Office of the County Recorder of Salt Lake County, Utah, after which time said Uniform Plan and Basic Restrictions shall be automatically extended for successive periods of ten (10) years each, until an instrument, signed by the then Property Owners possessing at least three-fourths (3/4ths) of the Property Owners possessing three-fourths (3/4ths) of the assessed value of SRP according to the real property tax assessment records of Salt Lake County, Utah, has been filed of record in the Office of the County Recorder of Salt Lake County, Utah, agreeing to terminate said Uniform Plan and Basic Restrictions; provided, however, that the foregoing shall not be construed to require a meeting, or notice of any meeting, of the Property Owners for the purposes of this Section 7.04, it being sufficient that the action aforesaid be taken without meeting, so long as the instrument aforesaid is signed by the Property Owners possessing

three-fourths (3/4ths) of the assessed value of SRP according to the real property tax assessment records of Salt Lake County, Utah.

7.05 Invalidation of any one of the within covenants, conditions, charges or restrictions by judgment or other judicial order or decree shall in nowise affect any of the other provisions hereof, which other provisions shall remain in full force and effect.

7.06 Notwithstanding any of the foregoing provisions of this Uniform Plan to the contrary, Developers do not intend to imply hereby that they will install or be responsible for installing, erecting or making any particular improvement or improvements, such as, without limitation, sidewalks or screening walls, except as specifically set forth herein.

7.08 Captions, section numbers and subsection numbers appearing herein are inserted only as a matter of convenience and in nowise define, limit, construe or describe the scope of intent of such sections or subsections, nor in anywise affect the covenants, conditions, charges, encumbrances and restrictions hereinabove set forth.

7.08 Any notice required or permitted to be given hereunder shall be deemed delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses below indicated:

PARTY

ADDRESSES

Developers

958 West LeVoy Drive Suite 200
Salt Lake City, Utah 84123

Any Property Owner

The last address of such Property Owner of which the Developer or the Architectural Control Committee has any written notice from such Property Owner, and if no such such notice is given, then the notice to the Property Owner may be given by publication under Public Notices in the classified section of The Deseret News, or any other newspaper of general circulation in Salt Lake County, Utah.

7.00 Personal pronouns are neuter, singular encompasses plural and masculine encompasses opposite, where necessary to the clarity of the various provisions of these covenants and restrictions.

7.10 For all purposes hereof, the term "successors" shall be deemed to include purchasers, assigns, heirs, executors, administrators and legal representatives if the context so requires.

7.11 Developers are undertaking the work of developing a business/research park and incidental improvements within SRP. The completion of that work and the sale, rental and other disposal of Building Sites is essential to the establishment of and welfare of SRP as a business/research park. In order that said work may be completed and SRP be developed

nothing herein shall:

(a) Prevent Developers, their contractors, or subcontractors, from doing whatever is reasonably necessary or advisable in connection with the completion of said work any where within SRP; or

(b) Prevent Developers or their representatives from erecting, constructing and maintaining on any part or parts of SRP such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing SRP as a business/research park and disposing of Building Sites; or

(c) Prevent Developers from maintaining such sign or signs on any part of SRP as may be necessary for the sale, lease, or disposition thereof.

PART EIGHT
LENDERS PROTECTION

8.01 Lenders Protection: A breach of the provisions, restrictions, or requirements hereof shall not defeat, impair, or render invalid the lien of or other rights under any Mortgage or Trust Deed.

EXECUTED as of this 18th day of NOVEMBER, 1988.

SORENSEN ASSOCIATES

BY [Signature]
General Partner James LaVoy Sorenson

BY [Signature]
General Partner James Lee Sorenson

BY [Signature]
General Partner -Ralph B. Johnson

S. R. PARK ASSOCIATES

BY: SORENSON ASSOCIATES
(It's General Partner)

BY: [Signature]
James LeVoy Sorenson, General Partner

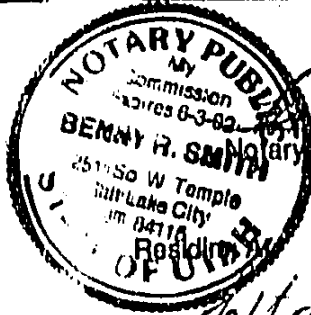
BY: [Signature]
James Lee Sorenson, General Partner

BY: [Signature]
Ralph B. Johnson, General Partner

The General Partners Of Sorenson Associates

STATE OF UTAH)
)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 18th day of Nov, 1988, by James LeVoy Sorenson, James Lee Sorenson, and Ralph B. Johnson the General Partners of Sorenson Associates.



(SEAL)
My Commission Expires:

6-3-92

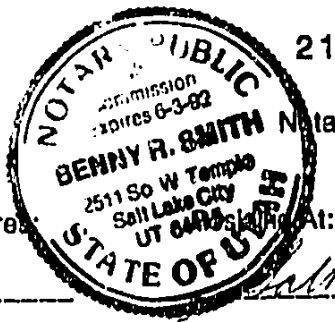
[Signature]
Notary Public
Salt Lake City

STATE OF UTAH)
)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 18th day of Nov, 1988, by James LeVoy Sorenson, James Lee Sorenson, and Ralph B. Johnson the General Partners of Sorenson Associates which is the General Partner of S.R.Park Associates.

[Signature]

NOT 6083 PER 586



(SEAL)

My Commission Expires

6-3-92

Notary Public

At:

Salt Lake City