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**UNIVERSITY OF UTAH RESEARCH PARK
PROTECTIVE COVENANTS**

These Covenants are to assure that the land set aside for, and designated as, the University of Utah Research Park will be developed in a manner consistent with the highest aesthetic standards, with the declared intention of creating a pleasant and attractive physical environment that will contribute to the research and development activities of the Research Park occupants.

The Covenants as presented herein shall be binding on all lessees, tenants and owners of buildings or land within the confines of the University of Utah Research Park, hereinafter referred to as the "Research Park."

ADVISORY BOARD OF REVIEW

The Advisory Board of Review, also referred to hereinafter as "the Board," acting under the chairmanship of the Research Park Director shall be responsible for the orderly and prompt review of all projects subject to these Protective Covenants.

The Board shall assist and cooperate with owners, architects and developers to assure the orderly development of the Research Park and compliance with these Covenants for the protection of the tenants' and University's interest in the future. The Board shall be responsible for determining the adequacy of submissions by clients with respect to their

compliance with the intent of these Covenants. All plans, specifications, requests for authority to remodel or alter, or otherwise change the leasehold must be submitted to the Board for review and approval. No building, landscaping, or other improvements shall be altered, placed or erected on any building site without such approval from the Board.

The Board shall use its best judgment to see that the intent of these Covenants is honored in the review of any project and will not unreasonably withhold its approval.

All matters requiring the attention of the Board shall be submitted to the Director of the Research Park. Failure of the Board to respond in writing within thirty (30) days after the receipt of such submittals shall imply Board approval or consent.

Neither the Advisory Board of Review, nor any member, employee or agent thereof shall be liable to any owner or tenant or to anyone submitting plans for approval, or to any other party by reason of mistake in judgment, negligence, or non-feasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder. Likewise, anyone so submitting plans to the Board for approval, by submitting such plans, and any person when he becomes an owner or tenant, agrees that he or it will not bring any action or suit to recover any damages against the Board, or any member, employee or agent of said Board.

USES PERMITTED

It is the intent of these Covenants to promote and develop an area restricted to activities compatible with research both basic and applied. To the extent that they comply with this intent and the aesthetic controls of these Covenants, it is anticipated that there will be included in the Park:

1. Laboratories, offices, and prototype production facilities or the research related assembly of high technology equipment or components.
2. Retail uses incidental to and in support of the above. Such as cafeterias or restaurants, shops and such service facilities as banking and postal services, conducted primarily for the convenience of employees.
3. Support and maintenance shops for the above.
4. Parking, parking structures, and driveways incidental to building use.

GENERAL REQUIREMENTS

Sufficient materials, information and presentations must be made to the Board throughout the various stages of design and construction of any project for the Board to properly evaluate the proposal for intent and compliance with these Covenants and the current Research Park master plan.

A. The external appearance and siting of the improvements are of primary concern to the Review Board. Informal conferences prior to design are strongly recommended and at least the following material will be required at the schematic, design development and contract document stages:

1. Site plans, including roads, parking, driveways, loading and maneuvering areas, external lighting, utilities and utility easements; grading and planting plans, including a plan showing existing grades and natural growth.
2. Floor plans, cross sections, and elevations of all sides of the building or improvements, including external screening.
3. Samples of materials proposed for all external surfaces including colors and textures.
4. An accurate artist's rendering of the project or a scale model. Renderings should show adjacent buildings, landscaping, screening, signs, etc.
5. Appropriate specifications.

B. Signs

Owner will design, construct and maintain an exterior sign suitable for the display of tenant's company name. Approval by the Research Park Director is required on details of design, color, materials, location, size, height, font and lighting. All signs should be discreet. No flashing or moving signs will be permitted.

C. Landscape

The appearance of yard and grounds will be critical in achieving the atmosphere desired in the Park. Careful attention should be given to this element of the project. As a minimum, the following will be required of all users of the land:

1. Design and coordination of a landscape plan by a licensed landscape architect.
2. Preservation of existing growth wherever possible. No removal of natural growth without prior approval of the Board.
3. Not less than thirty percent (30%) of land area in landscape and planting.
4. Planting as a part of the initial construction contract. (Research Park Architect's Guide contains information concerning types of trees, shrubbery, etc.)
5. Adequate irrigation or sprinkling of all planted areas.
6. Clean, neat and prompt maintenance of all premises.
7. Adequate screening of parking by planting, berming and/or fencing.
8. All fencing must be of permanent material well maintained.

D. Loading and Storage Facilities

Provision should be made for all loading and storage facilities to be screened from view from public roads and adjacent property. Turn-arounds and maneuvering space required must not project into any public right of way.

All outside storage of any kind must be well concealed by approved screening and will only be allowed in cases of absolute necessity as determined by the Board of Review.

E. Utility Connections

All utility lines, connections and installations must be underground and rise within the buildings. Any external transformers, meters, and similar apparatus must be at ground level or below, with approved screening for ground level installations.

F. Buildings

1. Any building erected on the premises must be designed by a licensed architect as required by State law and conform to all applicable codes.
2. Suitable enclosures will be required to screen from view all exposed projections outside of the building, including but not limited to such items as mechanical and electrical equipment, cooling towers, transformers, ducts, vents, towers, etc. The drawings submitted for review must show the external projections and screens and their integral relationship to the building design and materials.

3. Suitable draperies or window screening devices coordinated for uniformity throughout the building shall be provided at time of occupancy.

G. Illumination of Buildings and Grounds

A uniformity of lighting is desirable to achieve an overall objective of continuity in the Park and to avoid objectionable glare. Coordination with other tenants and the master plan is expected and will be an item of review by the Board.

H. Nuisance Factors and Hazards

In order to protect the interests of all tenants, no operation may be conducted which emits offensive or objectionable noise, vibration, smoke, odors, dust or gases. Precautions should be taken in all research operations against radiation, radioactivity, fire, and explosion hazards.

I. Waste and Rubbish

Waste and rubbish must be treated and disposed of as required by local ordinances. Any external collection facilities must not be visible from outside the tenant's property limits.

J. Roads and Parking

1. All roads and parking surfaces must be of permanent surfacing material and kept in good repair.
2. Each Park tenant should consider present and future parking requirements and provide on-site

parking for all needs. (As a review requirement, provision for one parking space for every 200 square feet of gross building area must be provided.)

3. No parking will be permitted on roads or driveways.
4. Wherever possible, parking should include planted islands and trees.
5. Prompt snow removal in parking areas and access roads is a responsibility of building owners.

FINANCIAL RESPONSIBILITY

Before final approval is given to commence construction, evidence of financial capability to complete the building will be required. This may take the form of, but not limited to, one or more of the following: (1) Certified company financial statements, (2) a written commitment of a financial institution agreeing to finance the proposed construction to completion, (3) a performance bond, and (4) guarantee of parent corporation.

DURATION AND AMENDMENT

These Protective Covenants may be amended from time to time or terminated by an instrument in writing executed and acknowledged by the Director for and in behalf of the University of Utah Research Park and two-thirds (2/3) vote of the building owners. Amendments made pursuant to the provision of this section shall inure to the benefit of and be binding upon the

University of Utah Research Park and building owners or their respective successors and assigns.

ENFORCEMENT

The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the University of Utah Research Park and its lessees. These conditions, covenants, restrictions and reservations may be enforced by the Advisory Board of Review. Violation of any condition, covenant, restriction or reservation herein contained shall give to the Advisory Board of Review the right to bring proceedings in law or equity against the party or parties violating or attempting to violate any of said covenants, conditions, restrictions and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation.

In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the attorney's fees of the party for whom judgment is entered such amount as may be fixed by the court in such proceeding.

SEPARABILITY

In any event any of these covenants are invalidated by judgment or court order, all of the remaining provisions shall remain in full force and effect and shall in no wise be affected.