

BOOK 2694 PAGE 63

Recorded SEP 25 1968 at 404<sup>th</sup> m.  
Request of McGhee Land & Cattle Company  
Fee Paid HAZEL TAGGART HASE  
Recorder, Salt Lake County, Utah  
\$ 12.50 By Lynn Jensen Deputy  
Ref. \_\_\_\_\_

2261144

R E S T R I C T I V E C O V E N A N T S

STATE OF UTAH )  
(ss  
COUNTY OF SALT LAKE)

KNOW ALL MEN BY THESE PRESENTS:

That SALT LAKE INDUSTRIAL PARK, a Partnership, and other owners of property in the area described below, acting herein by and through the undersigned partner, and duly authorized, are the owners of the hereinafter described property;

"All of the property owned by the undersigned and located in Salt Lake County between 3200 West and 3400 West Streets and between 2100 South and 2800 South Streets, more particularly described as located in the Southeast Quarter of the Southeast Quarter (SE 1/4 of the SE 1/4) and the Northeast Quarter of the Northeast Quarter (NE 1/4 of the NE 1/4) of Section Twenty (20), Township 1 South, Range 1 West, Salt Lake Base and Meridian."

and do hereby adopt the attached plat as its plan of subdivision of the lands described herein and which shall be known as SALT LAKE INDUSTRIAL PARK, an addition in Salt Lake County, Utah.

WHEREAS, the undersigned is about to sell and/or develop the property shown on said map, 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 declare that the property shown on said map 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 said restrictions, conditions, covenants, and agreements shall be made for the direct, mutual and reciprocal benefit of all of the land on the attached map 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, successors, and assigns, 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 Salt Lake Industrial Park shall terminate and be of no further effect on January 1, 2000. Provided, that Salt Lake Industrial Park, or its successors or assigns and the owners of a majority of the acreage in the Salt Lake Industrial Park acting in mutual agreement may be 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 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 the partners of Salt Lake Industrial Park to appoint the Salt Lake Industrial Park Planning Committee (hereinafter called the "Committee") to consist of three members, one member shall be appointed by the property owners other than the partners and two members shall be appointed by the partners. This Committee is to serve at the pleasure of the partners and is to have all powers to approve plans and enforce their decisions in accordance with the covenants as outlined herein. This Committee is to perpetuate itself. In the event of a vacancy on

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the Committee, the two remaining Committee members shall by mutual agreement fill the vacancy keeping the same ratio of two members representing the partnership and one representing other property owners. Should they be unable to agree, then the partnership shall have the right to appoint the new member on a basis of the same ratio, one representing the property owners other than the partnership and two members representing the partnership.

PERMITTED USES.

IV. The purpose of the Salt Lake Industrial 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 Salt Lake Industrial Park Planning 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 this Industrial 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. Manufacture, storage, distribution, and sale of explosives. Deseret Vangas including their successors and assigns shall be excluded from this provision.
3. Storage in bulk of junk, wrecked autos or secondhand material.
4. 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 (Deseret Vangas

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including their successors and assigns are excluded from this provision); or for any business which constitutes a nuisance or causes the emission of odors of 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 Salt Lake County or the State of Utah.

YARD SPACES.

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

1. Front Yards: Buildings shall not be nearer than 35' to curb line on 3270 West Street, no nearer than 25' to curb line on any other street in the district.
2. Side Yards: Buildings shall not be nearer than 10' to any side property line.
3. Rear Yards: Rear yard shall be 10'.

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.

RESTRICTIVE COVENANTS, cont.  
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PARKING REQUIREMENTS.

IX. Employee, customer, owner or tenant parking will not be permitted on any of the private or public dedicated streets in Salt Lake Industrial 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 shall 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 Salt Lake Industrial Park, unless such loading docks and truck turning areas are back of the front setback line required herein and the full setback area is planted in lawn and shrubbery.

CONSTRUCTION REQUIREMENTS AND COMMITTEE APPROVAL.

XI. Construction or alteration of all buildings in Salt Lake Industrial 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 Salt Lake County in effect at the time of any construction shall apply to each construction.

Any buildings 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.

RESTRICTIVE COVENANTS, cont.  
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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 building. 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 stated purposes of the Salt Lake Industrial 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.

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TIME LIMITATION ON CONSTRUCTION.

XIII. If, after the expiration of two 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, Salt Lake Industrial 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.

XIV. 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 Salt Lake Industrial 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 the County of Salt Lake, Utah, or other governing body.

INVALIDATION of any of the foregoing Restrictive Covenants shall not affect the validity of any other of such covenants, but same shall remain in full force and effect. If construction of improvements was completed prior to August 1, 1967, Articles IV, VI, X, XI, and XIII shall not apply.

SIGNED and dated this 15 day of April, 1968

WITNESS:

Donald G. Hallentare

SALT LAKE INDUSTRIAL PARK, a Partnership

By: [Signature]

Partner

WITNESS:

Hazel H. Ross

I.M.L. FREIGHT, INC.

By: [Signature]

Allan D. Myerson

RESTRICTIVE COVENANTS, cont  
SALT LAKE INDUSTRIAL PARK  
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WITNESS:  
Bernard C. Valentini

VISTA LINER, INC.  
~~XXXXXXXXXXXXXXXXXXXX~~  
By: Rayton P. Ota

WITNESS:  
Clare D. Sessions

J. P. ENTERPRISES, INC.  
By: Alan J. Rice

WITNESS:  
Alanna Carson

GUILD, INC.  
By: Howard R. Hansen

WITNESS:  
Bernard C. Valentini

PARTS, INC.  
By: Dean R. Stephens

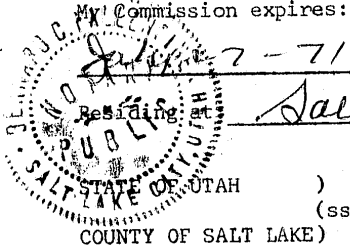
WITNESS:  
Bernard C. Valentini By: Carbor Niederkorn

J. P. KOCH, INC.  
By: Carbor Niederkorn

STATE OF UTAH )  
(ss  
COUNTY OF SALT LAKE)

On the 15 day of April, 1968, personally appeared before me, Carbor Niederkorn, who being by me duly sworn did say, that he is a partner in the Salt Lake Industrial Park, a co-partnership, and said Carbor Niederkorn duly acknowledged to me that said instrument was signed in behalf of the Salt Lake Industrial Park.

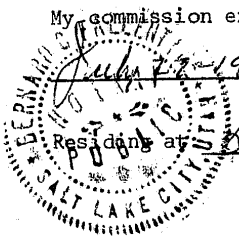
My Commission expires: July 7 - 71  
Bernard C. Valentini  
Notary Public  
Residing at: Salt Lake City, UT.



STATE OF UTAH )  
(ss  
COUNTY OF SALT LAKE)

On the 8 day of April, 1968, personally appeared before me Alan B. Goodrich, who being by me duly sworn did say for himself, that he, the said Alan B. Goodrich is the President of I.M.L. FREIGHT INC., 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 Alan B. Goodrich duly acknowledged to me that said corporation executed the same.

My commission expires: July 7 - 1971  
Bernard C. Valentini  
Notary Public  
Residing at: Salt Lake City, UT.



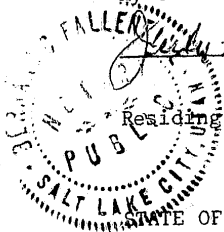


RESTRICTIVE COVENANTS, cont.  
SALT LAKE INDUSTRIAL PARK  
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STATE OF UTAH )  
(ss  
COUNTY OF SALT LAKE)

On the 11 day of May, 1968, personally appeared before me Fayton Ott, who being by me duly sworn did say, for himself, that he the said Fayton P Ott is the President of ~~XXXXXXXXXXXXXXXXXXXX~~ VISTA LINER, INC., 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 Fayton P Ott duly acknowledged to me that said corporation executed the same.

My commission expires:



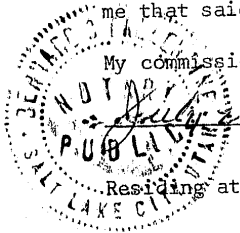
Bernard C. Fallentin  
Notary Public

Residing at: Salt Lake City, Utah

STATE OF UTAH )  
(ss  
COUNTY OF SALT LAKE)

On the 21 day of April, 1968, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say, for himself, that he, the said John Bruce is the President of J. P. ENTERPRISES, INC. 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 John Bruce duly acknowledged to me that said corporation executed the same.

My commission expires:



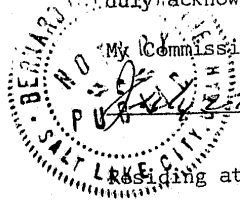
Bernard C. Fallentin  
Notary Public

Residing at: Salt Lake City, Utah

STATE OF UTAH )  
(ss  
COUNTY OF SALT LAKE)

On the 18 day of April, 1968, personally appeared before me Harward P. Sarnisen who being by me duly sworn did say, for himself, that he, the said Harward P. Sarnisen is the President of GUILD, INC., 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 Harward P. Sarnisen duly acknowledged to me that said corporation executed the same.

My commission expires:



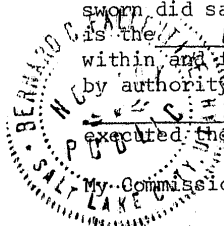
Bernard C. Fallentin  
Notary Public

Residing at: Salt Lake City, Utah

RESTRICTIVE COVENANTS, cont.  
SALT LAKE INDUSTRIAL PARK  
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STATE OF UTAH )  
(ss  
COUNTY OF SALT LAKE)

On the 15 day of April, 1968, personally appeared before me Alan R. Stephens who being by me duly sworn did say, for himself, that he, the said Alan R. Stephens is the President of PARTS, INC., 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 Alan R. Stephens duly acknowledged to me that said corporation executed the same.



My Commission expires:

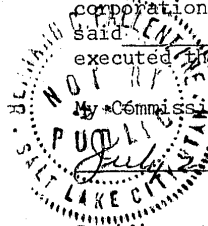
July 27-1971

Leonard G. Hallertine  
Notary Public

Residing at: Salt Lake City, Utah.

STATE OF UTAH )  
(ss  
COUNTY OF SALT LAKE)

On the 14 day of Sept., 1968, personally appeared before me Baron Mueckbauer who being by me duly sworn did say, for himself, that he, the said Baron Mueckbauer is the President of J. P. KOCH, INC., 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 Baron Mueckbauer acknowledged to me that said corporation executed the same.



My Commission expires:

July 27-1971

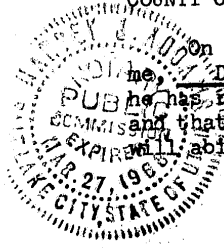
Leonard G. Hallertine  
Notary Public

Residing at: Salt Lake City, Utah.

RESTRICTIVE COVENANTS  
SALT LAKE INDUSTRIAL PARK

*Dene Kesler*  
Dene Kesler

STATE OF UTAH )  
                  ) ss  
COUNTY OF SALT LAKE)



On the 15th day of April, 1968, personally appeared before me, Dene Kesler, who being by me duly sworn did say, that he has read the Restrictive Covenants of the Salt Lake Industrial Park and that when said Restrictive Covenants are recorded that he or his firm will abide by said Restrictive Covenants.

*Harvey [Signature]*  
Notary Public

My Commission Expires: 3-28-72

Residing at Salt Lake City, Utah