

PINEBROOK BUSINESS PARK

PROTECTIVE COVENANTS

~~PLATTED~~ ~~VERIFIED~~

E# 1130106 BK1593 PG1357
DOUG CROFTS, WEBER COUNTY RECORDER
24-JAN-91 358 PM FEE \$000.00 DEP MH
REC FOR: WEBER.COUNTY.PLANNING

PT. 15-031-0010, 0552, 0001 ✓
15-030-0117 ✓

Pinebrook Business Park Corporation
Mulligan's Golf Course
1690 West 400 North
Ogden, Utah 84404
(801) 392-GOLF (4653)

PINEBROOK BUSINESS PARK
PROTECTIVE COVENANTS

STATE OF UTAH

COUNTY OF WEBER

KNOW ALL MEN BY THESE PRESENTS:

That the Pinebrook Business Park Corporation (hereinafter called the CORPORATION), a Utah Corporation, is the owner of all that certain real property located in Weber County, State of Utah, more particularly described in Exhibit A., attached hereto and herein by reference thereto: and

WHEREAS, it is the desire and intention of the CORPORATION to develop all of said property as a garden-type business park; and

WHEREAS, the CORPORATION is about to sell, lease, and/or develop the property described in Exhibit A, 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 CORPORATION declares that the property described in Exhibit A 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, purchasers and lessees 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 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 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 Park.

TERMS OF RESTRICTIONS

- II. Each condition and covenant in the Pinebrook Business Park shall continue until such time as the CORPORATION, or its successors or assigns, and the owners of a majority of the acreage in the Pinebrook Business Park acting in mutual agreement may by written declaration signed and acknowledged by them and recorded in the Deed Records of Weber County, alter or amend such restrictions, conditions and covenants.

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 Executive Board of the Pinebrook Business Park Corporation to appoint a Business Park Review Board consisting of not less than five and not more than nine members. This Review Board to serve at the pleasure of the Executive Board and shall include representatives of businesses sited in the Park.

The Review Board shall be required to review and approve the proposed use of each parcel of land, the architectural drawings of the buildings, site and landscaping proposed for each site, and any variances deemed necessary; keeping in mind the broad outlines of the purpose of the Business Park.

The Review Board shall have all powers necessary to approve land use and plans on behalf of the Corporation and to enforce their decisions in accordance with the Covenants as outlined herein.

This review may take place at and as part of the agreement to sell the land by the CORPORATION or after that sale but before and as a condition to the issuance of a building permit by the Weber County Planning Commission. All site plans shall comply with the provisions outlined by the Weber County Zoning Ordinance.

PERMITTED AND CONDITIONAL USES

- IV. The purpose of the Pinebrook Business Park is to

Create a wholesome environment for the conducting of selective commercial, business, 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, and to promote research laboratories and regional office facilities. Land uses or conditional land uses shall first be approved by the Review Board and the Weber County Planning Commission.

PROHIBITED USES

- V. No portion of the property may be occupied by any of the following uses:
- (1) Residential purposes shall be limited to a specific area of the CORPORATION and shall be controlled by separate covenants.
 - (2) Animals and fowl feed yards, stockyards or slaughter houses.
 - (3) Gravel pits, quarries, rock crusher, etc.
 - (4) Animal by-products plant, garbage, offal or dead animal reduction or dumping.
 - (5) Junk or salvage yards or metal crushing for salvage.
 - (6) Manufacture, distribution or sale of explosives.
 - (7) Storage in bulk of junk, wrecked autos or other unsightly or second hand materials.
 - (8) No portion of the premises or any portion thereof of any building or structure thereon at any time shall be used for the manufacturing, 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, smoke or gas, dust, noise or vibrations which will injure the reputation of said premises or the neighboring property, or for any use which is in violation of the laws of Weber County and the State of Utah.

YARD SPACES

- VI. All buildings which may be erected on any of the property contained in the Pinebrook Business Park

shall maintain the following yard requirements:

- (1) Front Yards. Buildings shall not be nearer than 30 feet to the street property line.
- (2) Side Yards. Buildings shall not be nearer than 10 feet from any side property line, except 30 feet where side yard on a corner lot is facing a street.
- (3) Rear Yard. No rear yard restrictions.
- (4) No more than 60% of the property area of any owner shall be covered by building.

Within the required set back area from the streets, there shall be maintained on each site only paved walks, paved driveways, lawns and landscaping. At least one-half of the surface of the required setback area from the streets shall be maintained in lawns and landscaping.

LOADING DOCKS

VII. There shall be maintained on each site facilities for truck parking, loading and unloading sufficient to serve the business conducted thereon without using adjacent streets. Loading docks are restricted to the area behind the 30 foot front set back line.

PARKING REQUIREMENTS

VIII. No parking will be permitted on any of the streets in the Pinebrook Business Park. It is 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 1.5 employees working on the highest shift plus sufficient visitor parking.
- (2) Space for visitor parking may be provided in front of buildings provided that the parking area is not closer than 20 feet to the street curb line, and that the area between the street and the parking area is attractively landscaped and the parking area is restricted for visitor parking only.

- (3) All parking areas must be paved with a year around surface of asphalt or concrete and adequately drained.
- (4) While as a general rule, parking and truck loading facilities are to be located at the side or rear of buildings, necessary parking and loading in the front will be permitted when visually screened by landscaping and other appropriate screening arrangements.

BUILDING AND CONSTRUCTION REQUIREMENTS

- IX. Any building erected on the property shall be of masonry construction, tilt-up concrete, precast concrete or equal material. Should any building be constructed of plain concrete blocks, tile blocks or tile brick the front and sides to a minimum depth of three feet must be finished with face brick or their equivalent, or better, as determined by the Review Board. All other types of construction must first be submitted to and have the written approval of the Review Board.

Renderings of drawings, specifications and samples of materials proposed for use in the construction of alteration of any building, sign, loading dock, parking facility and landscape planting must first be submitted to and have the written approval of the Review Board.

The placement on the building roofs of unsightly items such as cooling towers, mechanical equipment, etc, which would have an adverse effect upon the aesthetics of the building and the Business Park will not be allowed.

No plant effluents shall be discharged into the sanitary sewer or storm drains which contain any material which would be harmful to the sewer lines, the sewage treatment plant structure, interfere with the normal sewage processing action, or create a danger to workmen maintaining the sewer lines and sewage treatment plants. All effluents discharged into the sanitary sewer lines shall meet the requirements of the Central Weber Sewer Improvement District ordinances, in addition to these covenants.

The Review Board shall review the proposed use of the property and shall reserve the right to refuse to approve any plan for a use which, in the judgment of the Review Board, is not in keeping with the stated purposes of the Pinebrook Business

Park. Where a proposed development could become offensive, the Review Board shall have the right to require special equipment or special design features to overcome such conditions.

STORAGE

- X. No land or buildings shall be used so as to permit the keeping of articles, goods or materials in the open 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 6 feet in height and high enough to fully screen the material from view of the public as viewed from the streets. Said storage shall be limited to an area at least 20 feet behind the front building line.

SIGNS

- XI. All signs proposed to be placed within the Business Park shall be subject to the approval of the Committee and shall conform to the following general requirements:
- (1) No billboards or outdoor advertising bases will be permitted.
 - (2) A single sign or nameplate shall be allowed on the front of each facility (facing a street), advertising only the name, product or service of the occupant.
 - (3) Signs attached to buildings shall project not more than 16 inches beyond the face of the building nor project above the parapet or eaves of the building. The face of the sign shall be parallel to the face of the building.
 - (4) Total size of sign is limited to 25 square feet or one square foot for each lineal foot of the street frontage of the building, whichever is larger. A company logo sign not to exceed 16 square feet in area will be allowed in addition to the above requirement.
 - (5) Signs may be independently seated in the front of the building if they are architecturally designed to add to the aesthetic appearance of the building and property.
 - (6) Floodlighting of signs at night is acceptable.

but the use of animated or flashing signs is prohibited.

LANDSCAPING AND MAINTENANCE

XII. "Green" treatment of the site may be in the form of grass lawns and ground covers, shade trees in parking areas, street trees, plantings in areas used as dividers and in areas otherwise unuseable. Landscaped treatment includes the use of walls, screenings, terraces, fountains, pools and other water arrangements.

Lawn and shrubs shall be planted in the area between the street curb line and the building. Consideration shall be given to the use of trees and plantings in and around parking lots to relieve asphalt monotony.

The owners or tenants of the developed land in the Business Park must at all times keep the premises, buildings and improvements, including all parking and planting areas, in a safe, clean and wholesome condition. All areas of the property not covered by improvements shall be kept free from weeds. They shall comply in all respects with all government, health, police and fire department requirements. Any owner or tenant shall remove at his own expense any rubbish of any character accumulated on his property and will at all times keep shrubs and lawns properly trimmed and watered and the exterior of all buildings in an attractive condition.

TIME LIMITATION ON CONSTRUCTION

XIII. If, after the expiration of two years from the date of a sales or lease contract or other disposition on any property within the Pinebrook Business Park any purchaser shall not have begun in good faith a construction or an acceptable building upon any portion of said property, the Executive Board of Pinebrook Business Park Corporation retains the option to refund the purchase price or lease deposit and enter into possession of said land. At any time, the Board may extend in writing the time in which such building may be begun.

It is understood and agreed that said conditions and restrictions shall operate as covenants running with the land and that a breach or violation thereof may be enjoined, abated or remedied by appropriate proceedings by the

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said Executive Board of Pinebrook Business Park Corporation, and/or other owners of said lots or parcels of land in the Park or their heirs, successors, assigns, or bonafide purchasers under contract.

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

Dated this 1st day of November, 1990.

PINEBROOK BUSINESS PARK CORPORATION

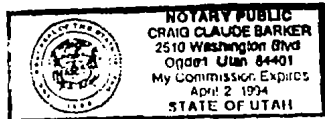
By Frank S. Blair
Frank S. Blair, President

ATTEST:

Bonnie M. Blair
Bonnie M. Blair, Secretary

State of Utah
County of Weber

On the 8th day of January, 1991, personally appeared before me Frank S. Blair and Bonnie M. Blair, who being by me duly sworn did say that they are the President and Secretary respectively of Pinebrook Business Park Corporation, and that said instrument was signed in behalf of said corporation.



My commission expires

April 2, 1994

Craig Claude Barker
Notary Public
Residing at
Ogden, Utah

See attached Exhibit A

Cardon

Land Title Company

TITLE INSURANCE - ESCROW CLOSING SERVICES
2562 Washington Boulevard — Ogden, Utah 84401
Telephone 393-5383

RECEIVED

AUG 22 1990

WEBER COUNTY
PLANNING COMMISSION

A part of the West One-Half of Section 12, and a part of the East Half of Section 11, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey: BEGINNING at a point on the North line of the Blair Investment, LTD. property 15.8 chains, more or less, South of the Northwest Corner of said Section 12, and running thence South 89° 45' East along said property 3250.1 feet, more or less, to the West line of the Willard Canal; thence South along the canal 1125.6 feet, more or less; to a point 1799 feet North of the South line of the North Half of the Southwest Quarter of said Section 12; thence West 2558.32 feet, more or less, to a point 691.78 feet East of the West line of said Section 12; thence South 618.60 feet, more or less, to a point 869.40 feet North of the centerline of 400 North Street; thence West 270 feet; thence South 220 feet; thence North 64° West 440 feet, more or less, to the East line of the Interstate Highway; thence Northerly along the Easterly line of said Highway to a point 12.2 feet, more or less, North and 82 feet, more or less, West of the point of beginning; thence East 82 feet to the West line of said Section 12; thence South 12.2 feet, more or less, to the place of beginning.

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