

**PROTECTIVE COVENANTS SAM DEXY PROPERTIES, LLC STATE OF UTAH,
COUNTY OF UTAH, CITY OF SPRINGVILLE**

Sam Dexy, LLC (herein called SDP), a corporation of the State of Utah, is the owner of certain real property located in Springville, Utah County, State of Utah, more particularly described in Exhibit A (herein called SD Business Park), attached hereto, and by this reference made a part hereof; and

WHEREAS, it is the desire and intention of SDP that all of said property be developed as an Office/Business Park pursuant to a general plan which will (A.) protect and preserve property values and (B.) present a visually appealing image of the park, and all businesses within the park;

NOW, THEREFORE, SDP declares that SD Business Park is held and shall be sold, conveyed, transferred, 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 their heirs, successors and assigns:

1. **MUTUAL and RECIPROCAL BENEFITS, ETC.** All of said restrictions, conditions, covenants and agreements are made for the direct, mutual, and reciprocal benefit of all of the land referred to as SD Business Park, and are intended to create mutual and equitable servitudes upon said land. They are also intended to create reciprocal rights and obligations between the respective owners, heirs, successors and lessees of all the land in SD Business Park, and shall operate as covenants running with the land for the benefit of all of the land in SD Business Park.



2. **DURATION OF RESTRICTIONS:** Each of said restrictions, conditions, covenants, and agreements shall continue until such time as SDP, or its successors or assigns, and the Owners of at least a majority of the total number of acres of land in said park, alter or revoke such restrictions, conditions, covenants and agreements.

ENT 69873:2018 PG 1 of 9
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Jul 25 4:55 pm FEE 31.00 BY SM
RECORDED FOR SAM DEXY PROPERTIES LLC

- 3. CREATION OF SPECIAL APPROVAL BY SDP COMMITTEE:** In order to administer and supervise the restrictions, conditions, covenants, and agreements herein, and to give the approvals required, there is hereby created a Review Board consisting of not less than two and not more than nine members. The initial Review Board shall consist of two members appointed by SDP, with the advice and consent of SDP. The Review Board's responsibilities, among other things, shall include the following:
- a. Each proposed use of any parcel of land, must first be approved by the Review Board.
 - b. Changes or alterations to each proposed use of any parcel of land, must first be approved by the Review Board.
 - c. All proposed buildings or structures to be placed on the land, must first be approved by the Review Board.
 - d. The Review Board shall have all powers necessary to approve land use and plans and to enforce its decisions in accordance with the covenants, conditions, restrictions, and agreements herein or in any manner provided by law.
 - e. The Review Board shall not be liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to these protective covenants.
- 4. PERMITTED USES:** It is intended that the SD Business Park will be a park-like business environment comprised of aesthetically attractive and harmonious structures, landscaping, and improvements for the conducting of selected office, warehousing, and marketing enterprises. Only those enterprises adjudged to conform to such purpose shall be sited in the park.

Inasmuch as SDP is undertaking the work of developing the park at this time,

and completion of that work, including the sale and development of the various subdivided lots, is essential to the establishment of the park, nothing in these protective covenants shall prevent SDP, its contractors, or subcontractors from doing within said park whatever is reasonably necessary or advisable in connection with the completion of such work.

All land owners, building owners, or tenants of owners, within the SD business park shall abide by these covenants.

5. **PROHIBITED USES:** No portion of the property may be occupied by any of the following uses, or substantially similar uses:

- A.) Sale of explosives, manufacturing, storage, or distribution of explosives.
- B.) Salvage, wrecking, or stripping establishments. Including the storage of junk, wrecked autos, or other unsightly or second-hand materials.
- C.) Outdoor storage yards of any kind.
- D.) Stock yards and the housing of animals outdoors
- E.) Food processing which involves the slaughter of animals.
- F.) Any use which would be noxious or offensive to persons of ordinary sensibility because of odors, smoke, dust, noise, vibrations, fumes, loud noises or glare.
- G.) No portion of the premises or part of any building or structure thereon shall at any time be used for the manufacturing, storage, distribution or sale of any products or items which would increase fire hazard on adjoining premises, or which emit noise or vibrations that would interfere with adjoining businesses.
- H.) Autobody, automotive repair, or similar establishments.
- I.) Adult novelty stores, tattoo parlors, or bars.
- J.) Cement factories, or other brickyard institutions.
- K.) Storage units

- L.) Businesses that entail the outdoor storage and display of large quantities of vehicles, such as tractor sales, used car lots, trailer sales, mobile home sales.
- M.) Chainlink fencing is not allowed. If fencing is needed, it must be masonry, wrought iron, or precast concrete.

6. MINIMUM AREA AND YARD SPACES: All buildings which may be erected on any of the property contained in the park shall maintain the following minimum yard areas:

- a. Front yards: Buildings shall not be located nearer than 50 feet from any street property line.
- b. Side yards: Buildings shall not be nearer than 25 feet from any side property line.
- c. Rear yards: Buildings shall not be nearer than 25 feet from any rear property line.
- d. Parking lot size and the number of parking stalls shall be determined by the City of Springville.
- e. At least 50% of the surface of all required setback areas, shall be maintained in lawns and landscaping. Exception: The rear or back of the building, if it is not visible from the street, is excluded from this requirement.

7. LANDSCAPING REQUIREMENTS: The SDP office/business park is intended to be an attractive location, with aesthetically pleasing landscaping, to create a very harmonious and positive feeling for all who enter the park. It is NOT intended to be a stark industrial park, devoid of attractive landscaping.

- a. 20% landscaping is required. 20% of the entire square footage of the lot must be landscaped. Small rocks are not considered landscaping and shall not count towards the landscaping requirement. Concrete sidewalks, pavement,

or driveways shall not count towards the landscaping requirement. All landscaping must be organic in nature, such as green grass, bushes, bark, trees, or water. A minimum of 50% of the landscaping requirement must be green grass.

- b. A minimum of 75% of the landscaping requirement must be towards the front or sides of the building. No more than 25% of the landscaping requirement shall be in the back of the building, hidden from street view.
- c. No sidewalks shall be up against the building, except at entrances and exits. At the front and sides of the building, there shall be a minimum distance of 15 feet of landscaping between the building and sidewalks (excluding entrances and exits. The back of the building is also excluded from this requirement). This landscaping may include bushes, organic bark, trees, and green grass. A minimum of 50% shall be green grass.
- d. There shall be a minimum requirement of no less than 18 trees on the site. At least 15 trees must be to the front or sides of the building.
- e. The building owners and owners of the developed land in SD Business Park must at all times keep the landscaping in a clean, attractive, well groomed and well maintained condition.
- f. For the benefit of all within the park, if the Review Board is not satisfied with the level of maintenance on a site, in accordance with reasonable standards of maintenance and grooming, it shall so notify the Owner in writing, and the Owner shall have thirty days thereafter in which to restore its property to a level of reasonable maintenance acceptable to the Board. If, in the Review Board's opinion, the Owner failed to bring its property to an acceptable and reasonable standard within such thirty-day period, the Board may order the necessary work performed at the Owner's expense. The right to go upon the site for such purpose is reserved, and the Owner agrees to pay such expenses

on demand, together with all costs of collection, including court costs and attorney's fees.

- g. No portion of any lot, housing one or more buildings, shall have weeds or unfinished areas.

8. BUILDING AND CONSTRUCTION REQUIREMENTS: In an effort to keep property values high for all building owners and land owners in the SDP office/business park, it is intended that all the buildings on the site shall be higher quality in nature. Hence, the following conditions and restrictions shall apply:

- A.) There shall be no building structures smaller than 15,000 square feet.
- B.) There shall be no pre-fabricated metal buildings.
- C.) There shall be no bare cinderblock buildings. Any cinderblock building must have a decorative covering such as stucco, or other decorative trim. However, Split-face cinderblock is considered decorative, and is approved without any covering, so long as it is not in a raw, uncolored, concrete-grey state.
- D.) Tilt-up concrete buildings must be painted, or covered in some way. No exposed, bare, unfinished-looking grey concrete.
- E.) Wood buildings must be painted, or have a stucco or masonry covering.
- F.) Cooling towers, mechanical equipment, and other unsightly items, which could have an adverse effect upon the aesthetics of the building and the park, will be allowed only if adequately enclosed or screened so as to be an integral part of the architectural design of the building.
- G.) No bay doors, roll up doors, or loading docks may face toward the street. These must be to the side or back of the building, away from the street.
- H.) The Review Board shall review the proposed use of the property and shall have the right to refuse to approve a plan for a use, which, in the judgment of the Review Board, is not in keeping with the stated purposes of the park. Where a proposed development could be reasonably offensive, the Review Board shall have the right to require special equipment or special design

features to overcome such conditions.

- I.) No temporary building or other temporary structure shall be permitted on any site, provided however, that trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of a permanent building. Such structures shall be placed as inconspicuously as practicable, shall cause no inconvenience to Owners or Occupants of other sites, and shall be removed not later than 30 days after the date of substantial completion for beneficial occupancy of the building in connection with which the temporary structure was used.

9. **STORAGE:** No outside storage of goods and materials is allowed. The storage of goods or materials shall be housed indoors or in warehousing.

The storage of personal boats, and personal recreational vehicles of all types, will not be permitted, except inside a building, or behind a building, or in a discreet place where they are not exposed to public view.

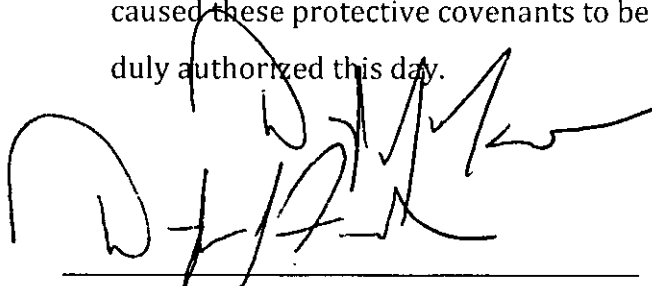
Rubbish and garbage facilities shall be designed to prevent the scattering of rubbish on the premises or adjoining sites, and shall be screened to minimize visibility from any street.

10. **TIME LIMITATION ON CONSTRUCTION:** Once buyer begins construction, the completion of construction may not exceed more than two years. At any time, SDP may extend in writing the time in which such building may be completed.

11. **GENERAL PROVISIONS:** It is understood and agreed that all of the aforesaid conditions, restrictions and agreements shall operate as covenants running with the land, and that a breach or violation thereof may be enjoined, abated or remedied by appropriate proceedings at law or in equity by SDP, or by any other owner of a site or parcel of land in the park, or by their heirs, successors, assigns, or bona fide purchasers under contract. Failure of SDP or any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the

right to do so thereafter. Invalidation of any restriction, condition, covenant or agreement herein contained shall not affect the validity of any of the other provisions herein, and the same shall remain in full force and effect. The provisions of these protective covenants shall be liberally construed to effect all of their intended purposes.

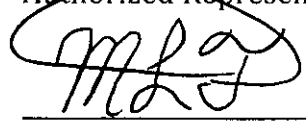
12. IN WITNESS WHEREOF, Sam Dexy Properties, LLC by resolution of its Board, has caused these protective covenants to be executed, its proper officers thereunto duly authorized this day.



Authorized Representative

7 - 25 - 18

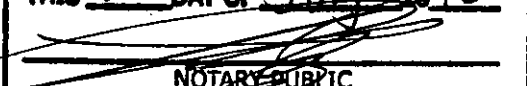
Date



Authorized Representative

7/25/18

Date

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 25 DAY OF July 2018

NOTARY PUBLIC

NOTARY PUBLIC
LETALANOAMANU STOREY
Commission No. 697751
Commission Expires
NOVEMBER 08, 2021
STATE OF UTAH

EXHIBIT "A"

LEGAL DESCRIPTION:

LOT 1, PLAT A, SAM DEXY SUB AREA 3.008 AC

Serial Number: 66:582-0001

2070 W 1150 NORTH – SPRINGVILLE, UTAH 84663

LOT 2, PLAT A, SAM DEXY SUB AREA 2.981 AC.

Serial Number: 66:582:0002

2110 W 1150 NORTH – SPRINGVILLE, UTAH 84663

LOT 3, PLAT A, SAM DEXY SUB AREA 2.964 AC.

Serial Number: 66:582:0003

2230 W 1150 NORTH – SPRINGVILLE, UTAH 84663

LOT 4A, PLAT A, SAM DEXY SUB AREA 3.691 AC.

Serial Number: 66:582:0004

2069 W 1150 NORTH – SPRINGVILLE, UTAH 84663

LOT 4B, PLAT A, SAM DEXY SUB AREA 2.529 AC.

Serial Number: 66:582:0005

2115 W 1150 NORTH – SPRINGVILLE, UTAH 84663

LOT 4C, PLAT A, SAM DEXY SUB AREA 2.899 AC.

Serial Number: 66:582:0006

2231 W 1150 NORTH – SPRINGVILLE, UTAH 84663