

**PROTECTIVE COVENANTS SAM DEXY PROPERTIES, LLC STATE OF UTAH,
COUNTY OF UTAH, CITY OF SPRINGVILLE** *REV. 4*

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 SDP 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 SDP 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 SDP 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 SDP Business Park, and shall operate as covenants running with the land for the benefit of all of the land in SDP Business Park.

2. DURATION OF RESTRICTIONS: Each of said restrictions, conditions, covenants, and agreements shall continue in perpetuity, until such time as SDP, or its successors or assigns, finds it necessary to alter or revoke such restrictions, conditions, covenants and agreements. SDP, or its successors or assigns, may ONLY alter or revoke the restrictions, conditions, covenants, and



agreements contained herein, if a majority of the property Owners, owning 2.5 acres or more within the SDP Business Park, are in agreement.

- 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 (SDP Review Board) consisting of not less than two and not more than nine members. The initial SDP Review Board shall consist of two members appointed by SDP, with the advice and consent of SDP. The SDP Review Board's responsibilities, among other things, shall include the following:
- a. All proposed buildings to be placed upon the land, as well as the associated landscaping plans, must first be submitted to the SDP Review Board, to verify that these buildings, and surrounding landscaping, are in compliance with the conditions, restrictions, covenants, and agreements contained herein.
 - b. The SDP Review Board shall have all powers necessary to enforce the covenants, conditions, restrictions, and agreements herein, or in any manner provided by law.
 - c. The SDP 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 SDP 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, marketing, commercial, or recreational enterprises. Only those enterprises adjudged to conform to such purpose shall be sited in the park.

All land owners, building owners, or tenants of owners, within the SDP 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.) Stock yards and the housing of animals outdoors
- D.) Food processing which involves the slaughter of animals.
- E.) Adult novelty stores, tattoo parlors, or bars.
- F.) Cement factories, or other brickyard institutions.
- G.) Heavy equipment sales, trailer sales, tractor sales, or mobile home sales.
- H.) Any use which would be noxious or offensive to persons of ordinary sensibility because of excessive odors, smoke, dust, noise, vibrations, fumes, loud noises, or glare. (Noise from exterior sporting activities, such as tennis, and pickleball, are excluded.) In the event of a complaint, or a dispute involving any of these items, the SDP Review board shall make a final decision.
- I.) Outdoor storage must not be visible from the street. Outdoor storage, and storage yards, which would otherwise be visible from the street, must be hidden from view by a masonry, stone, or precast concrete fence.
- J.) Storage of inoperable, derelict, or incapacitated vehicles, including salvaged vehicles, or parts thereof, within sight of the street, is not permitted. Notwithstanding the foregoing, operational vehicles, RV's and Boats are exempt, and may be stored within site of the street, so long as they are not derelict in nature.

6. MINIMUM AREA AND YARD SPACES: As required by Springville City.

7. LANDSCAPING REQUIREMENTS: The SDP Business Park is intended to be an

attractive location, with aesthetically pleasing landscaping, to create a harmonious and positive feeling for all who enter the park. It is NOT intended to be a stark industrial park, devoid of attractive landscaping. Therefore, 20% landscaping is preferred. However, if 20% is not possible, then the 10% landscaping requirement by Springville City is acceptable under the following terms and conditions:

- a. Landscaping equal to 10% of the entire square footage of the lot shall be the minimum Landscaping requirement. (Springville City Requirement)
- b. All landscaping must be organic in nature, such as green grass, bushes, bark, trees, or water. Small rocks are not considered as "organic" landscaping and shall not count towards the landscaping requirement. Concrete sidewalks, pavement, or driveways shall not count towards the landscaping requirement.
- c. A minimum of 50% of the total landscaping requirement must be green grass.
- d. 100% of the landscaping requirement must be visible from the street. In other words, the landscaping must be at the front or sides of the building. Additional landscaping beyond the 10% minimum requirement may be utilized behind the building, but it will not count towards the 10% landscaping requirement.
- b. Along the front, or street-facing side(s) of the building, NO sidewalks shall be directly up against the building, except at entrances and exits. The sidewalks shall be set back away from the building at a minimum distance of 8 feet, to allow for adequate landscaping between the building and the sidewalks, and shall include no less than 50% green grass.
- c. Trees and Bushes shall be in planted quantities consistent with Springville City Landscaping Requirements.

- d. The building owners, and owners of the developed land in the SDP Business Park must at all times keep the landscaping in a clean, attractive, well groomed, and in a well maintained condition.
- e. For the benefit of all within the park, if the SDP 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 property Owner in writing, and the property 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 SDP Review Board's opinion, the property Owner failed to bring its property to an acceptable and reasonable standard within such thirty-day period, the SDP Review Board may order the necessary work performed at the property Owner's expense. The right to go upon the site for such purpose is reserved, and the property Owner agrees to pay such expenses on demand, together with all costs of collection, including court costs and attorney's fees.
- f. No portion of any lot, with one or more buildings or structures, shall have tall 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 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 buildings smaller than 12,000 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, paint, 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.

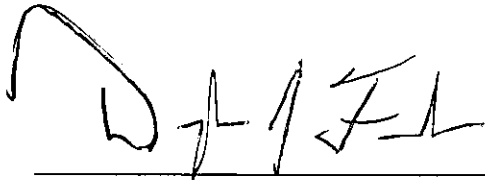
- D.) Tilt-up concrete buildings must be painted, or covered in some way. No exposed, bare, unfinished-looking grey concrete.
- E.) Wood buildings must be painted, or have a stucco or masonry covering.
- F.) Cooling towers, mechanical equipment, and other unsightly items, which could have an adverse effect upon the aesthetics of the building and the park, must be adequately enclosed or screened so as to be an integral part of the architectural design of the building.
- G.) Loading Docks, which facilitate the loading and unloading of semi-trucks or other large transport vehicles, may NOT face toward the street. These must be to the side or back of the building, away from the street.
- H.) 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.
- I.) Exterior Sport facilities, such as tennis and pickleball courts, which are surrounded by a chain-link fence, must have screening material covering no less than 8 feet of the height of the chain-link fence, along all outside regions of the courts.
- J.) Dumpsters, or other rubbish and garbage collecting 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.

9. **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.

10. **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 remedied by appropriate proceedings by the SDP Review Board, or by any other property Owner of a site or parcel of land in the SDP park, or by their heirs, successors, assigns, or bona fide purchasers under contract. If the breach or violation cannot be so remedied, then it may ultimately be remedied by appropriate proceedings at law. Failure of SDP, or the SDP Review Board, or any property 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 affect all of their intended purposes.

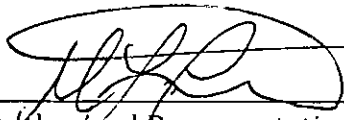
11. IN WITNESS WHEREOF, Sam Dexy Properties, LLC by resolution of its Board, has caused these protective covenants to be executed, its proper officers thereunto duly authorized this day.



Authorized Representative

8/14/20

Date



Authorized Representative

8/14/20

Date

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

Signature Witnessing

State of Utah)

County of Utah)

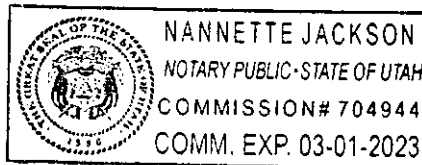
On this 14 day of August, in the year 2020, before me, Nannette Jackson
date month year name of notary public

personally appeared Douglas J Fowkes, proved to me through satisfactory evidence
name of document signer

of identification, which was Known UT DL to be the person whose name is signed on
form of identification

the preceding or attached document in my presence.

Nannette Jackson
(notary signature)



(seal)