



\*W2101762\*

**PROTECTIVE COVENANTS**

**Marriott-Slaterville Business Park**

**STATE OF UTAH  
MARRIOTT-SLATERVILLE CITY  
COUNTY OF WEBER**

**KNOW ALL MEN BY THESE PRESENTS:**

That KBC Leasing, L.L.C. (herein-after called the Developer), a Utah Limited Liability Company, is the owner of all that certain real property located in Marriott-Slaterville City, 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 Developer to develop all of said property as a business park; and

WHEREAS, the Developer 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 Developer 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:

**E# 2101762 PG1 OF 10  
DOUG CROFTS, WEBER COUNTY RECORDER  
09-MAY-05 2:19 PM FEE \$34.00 DEP SGC  
REC FOR: KBC.LEASING.LLC**

15-397-0001 to 0008 1/4

**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 Park.

**TERMS OF  
RESTRICTIONS**

II. Each condition and covenant in the Marriott-Slaterville Business Park shall continue until such time as the Developer, or its successors or assigns, and the owners of a majority of the acreage in the Marriott-Slaterville Business Park acting in mutual agreement may be 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  
is COMMITTEE**

III. In order to administer and supervise the restrictions herein and to give the approvals required, authority hereby granted to the Architectural Review Committee consisting of not less than three and not more than five members.

The Architectural Review Committee 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 Architectural Review Committee shall have all powers necessary to approve land use and plans to enforce their decisions in accordance with the Covenants as outlined herein.

Formal approval of land use site plans by the Marrott-Slaterville City Planning Commission for obtaining building permits is required. All site plans

shall comply with provisions outlined by the Marrott-Slaterville City Zoning Ordinance.

**PERMITTED  
AND  
CONDITIONAL USES.**

**IV.**

The purpose of the Marrott-Slaterville Business 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. Retail services shall be allowed but shall be limited to sales of goods and services reasonably required for the convenience of occupants of the Park. Such land uses either permitted or conditional shall first be approved by the Architectural Review Committee and then the Marriott-Slaterville City Planning Commission.

**PROHIBITED  
USES.**

**V.** No portion of the property may be occupied by any of the following uses:

- (1) Residential purposes, except for a watchman's dwelling which is attached to a particular enterprise authorized in the Business Park.
- (2) Manufacture, storage, distribution or sale of explosives.
- (3) Storage in bulk of junk, wrecked autos or other unsightly or second hand materials.
- (4) 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 injurious to the products manufactured or stored on adjoining premises, or which emit 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 Marriott-Slaterville City, Weber County and the State of Utah.

**YARD SPACES**

**VI.** All buildings which may be erected on any of the property contained in the Marriott-Slaterville Business Park shall maintain the site requirements

according to the Marriott-Slaterville City zoning ordinance.

**1. Fencing Requirements**

Any lot that adjoins residential or agricultural property must be fenced with a six foot high solid fence as approved by the Architectural Review Committee and the Marriott-Slaterville City Planning Commission.

**2. Landscaping Requirements**

Within the required set back area from the streets, there shall be maintained on each site, paved driveways, lawns and landscaping. At least 15 feet of the surface of the required setback area from the streets shall be maintained in lawns and landscaping and driveways.

Each lot is required to have a minimum of 10% of square footage of the lot area for landscaping.

**LOADING DOCKS**

**VII.** There shall be maintained on each site facilities for truck turning, parking, loading and unloading sufficient to serve the business conducted thereon.

**PARKING REQUIREMENTS**

**VIII.** No parking will be permitted on any of the streets in the Marriott-Slaterville 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) One square foot of parking area for each square foot of building area. If this requires more land area than required under item (1), then only that amount of area need be pave to meet the requirements of item (1).
- (3) Space for visitor parking may be provided in the front of the buildings provided that the parking area is not closer than 15 feet to the street curb

- line, and that the area between the street and the parking area is attractively landscaped.
- (4) All parking areas must be paved with a year around surface of asphalt or concrete and adequately drained.

**BUILDING AND  
CONSTRUCTION  
REQUIREMENTS**

- IX.** Any building erected on the property may be of masonry construction, steel construction, tilt-up concrete, pre-cast concrete, or equal material. Twenty percent of the front of the building facing the street shall be finished with face brick or their equivalent, or better, as determined by the Architectural Review Committee. The exterior finish of the remaining side and rear walls must be common or face brick, steel siding, or concrete block, or their equivalent, or better, as determined by the Architectural Review Committee. All types of construction must first be submitted to and have the written approval of the Architectural Review Committee.

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

The placement on the building roofs of unsightly items such as cooling towers, mechanical equipment, etc. which would have an adverse affect upon the aesthetics of the building and the Business Park may 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 Sanitary Sewer District ordinances, in addition to these covenants.

The Architectural Review 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 the judgment of the Review Board, is not in keeping with the stated purposes of Marriott-Slaterville 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 30 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 Architectural Review 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 buildings. 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.
  - (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 unusable. Landscaped treatment includes the use of walls, screenings and terraces.**

**Lawns 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 Industrial 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.**

**THE  
LIMITATION  
ON  
CONSTRUCTION**

- XIII. If, after the expiration of two years from the date of a sale or lease contract or other disposition on any property within the Marriott-Slaterville Business Park any purchaser shall not have begun in good faith a construction of an acceptable building upon any portion of said property, the Architectural Review Committee 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 said Architectural**

Review Committee, and/or other owners of said lots or parcels of land in the Park or their heirs, successors, assigns, or bona-fide 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 forces and effect.

Dated this 6<sup>th</sup> day of MAY, 2005.

KBC LEASING L.L.C.

BY Peggy Bowden - MANAGER

STATE OF UTAH

County of Weber

On this 6<sup>th</sup> day of May, 2005, before me, the undersigned, a Notary Public in and for this State, personally appeared PEGGY BOWDEN known or identified to me to the Member of MARRIOTT-SLATERVILLE INDUSTRIAL PARK, who executed the instrument on behalf of said Limited Liability Company, and acknowledged to me that such Limited Liability Company executed the same.

WHEREOF, I have hereunto set my hand and affixed the day and year in this certificate first above written.



Margaret Bish  
Notary Public for Utah  
Residing at Marriott-Slaterville, UT  
My Commission Expires 12-22-08



# MARRIOTT-SLATERVILLE BUSINESS PARK

## BOUNDARY DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST AND THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

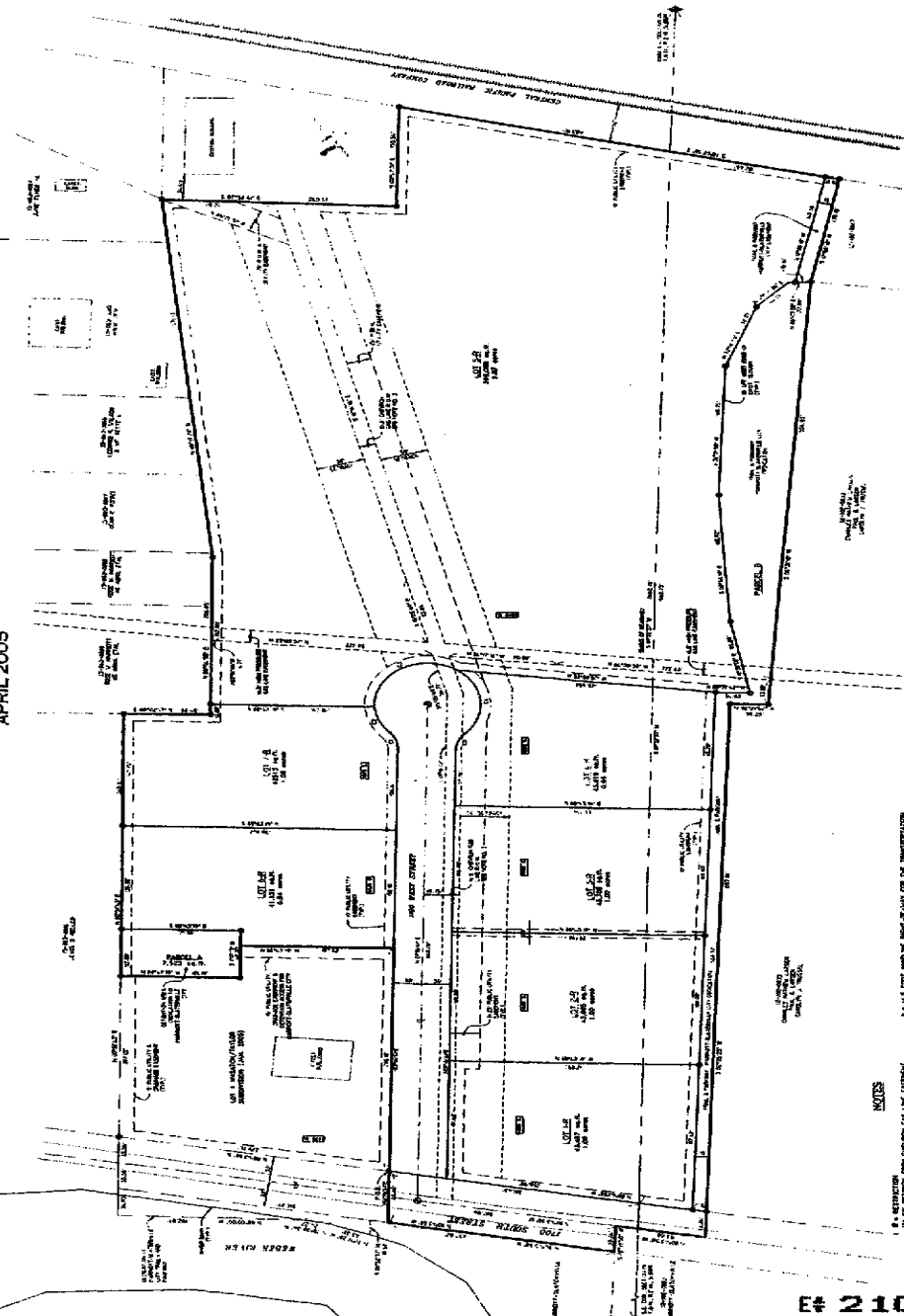
BEGINNING AT A POINT ON THE NORTH LINE OF 1700 SOUTH STATE STREET, SAID POINT BEING SOUTH 01°32'37" WEST 1562.73 FEET ALONG THE SECTION LINE AND NORTH 80°43'58" WEST 261.43 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 24, AND RUNNING THENCE NORTH 01°16'41" EAST 288.10 FEET; THENCE NORTH 88°43'19" WEST 157.42 FEET; THENCE SOUTH 01°17'13" WEST 42.00 FEET; NORTH 88°43'19" WEST 121.10 FEET; THENCE NORTH 00°51'43" EAST 345.67 FEET; THENCE SOUTH 89°02'17" EAST 88.48 FEET; THENCE NORTH 00°54'55" EAST 206.85 FEET; THENCE NORTH 06°17'29" WEST 471.13 FEET; THENCE SOUTH 87°52'41" EAST 240.37 FEET; THENCE NORTH 00°54'55" EAST 206.85 FEET; THENCE NORTH 06°17'29" WEST 471.13 FEET; THENCE SOUTH 87°52'41" EAST 240.37 FEET; THENCE NORTH 00°57'31" EAST 130.54 FEET; THENCE SOUTH 78°07'36" EAST 463.91 FEET; THENCE SOUTH 12°08'18" WEST 139.10 FEET; THENCE SOUTH 04°31'18" WEST 554.93 FEET; THENCE NORTH 88°21'42" WEST 39.25 FEET; THENCE SOUTH 02°26'25" WEST 697.01 FEET; THENCE NORTH 80°43'58" WEST 93.66 FEET; THENCE SOUTH 02°21'50" WEST 33.24 FEET TO THE SOUTH LINE OF 1700 SOUTH STREET; THENCE NORTH 80°43'58" WEST 237.62 FEET ALONG SAID SOUTH LINE; THENCE NORTH 01°16'41" EAST 66.65 FEET TO THE NORTH LINE OF 1700 SOUTH STREET AND THE POINT OF BEGINNING. CONTAINS 17.62 ACRES

LOT 1R  
LOT 2R  
LOT 3R  
LOT 4R  
LOT 5R  
LOT 6R  
LOT 7R

E# 2101762 P69 OF 10

**MARRIOTT-SLATERVILLE BUSINESS PARK**  
 A PART OF THE SE. 1/4 OF SECTION 24, T.6N., R.2W., AND  
 THE S.W. 1/4 OF SECTION 19, T.6N., R.1W., S.L.BAND M.  
 MARRIOTT-SLATERVILLE CITY, WEBER COUNTY, UTAH

APRIL 2005



**BOUNDARY SURVEY**  
 THIS SURVEY WAS MADE FOR THE PURPOSE OF DIVIDING THE SE. 1/4 OF SECTION 24, T.6N., R.2W., AND THE S.W. 1/4 OF SECTION 19, T.6N., R.1W., S.L.BAND M., MARRIOTT-SLATERVILLE CITY, WEBER COUNTY, UTAH, INTO LOTS FOR THE DEVELOPMENT OF A BUSINESS PARK. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS ON THE 15TH DAY OF APRIL, 2005. THE SURVEY WAS MADE IN ACCORDANCE WITH THE UTAH SURVEYING ACT AND THE UTAH PROFESSIONAL SURVEYING BOARD RULES AND REGULATIONS. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS ON THE 15TH DAY OF APRIL, 2005. THE SURVEY WAS MADE IN ACCORDANCE WITH THE UTAH SURVEYING ACT AND THE UTAH PROFESSIONAL SURVEYING BOARD RULES AND REGULATIONS.

**WEBER COUNTY RECORD**  
 DATE: 4/15/05  
 FILE NO.: 2101762-610  
 COUNTY: WEBER  
 DISTRICT: 10  
 SECTION: 24  
 TOWNSHIP: 6N  
 RANGE: 2W  
 S.L.BAND: M

LOT NO.	AREA (SQ. FT.)	AREA (AC.)
1	10,000	0.23
2	10,000	0.23
3	10,000	0.23
4	10,000	0.23
5	10,000	0.23
6	10,000	0.23
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99	10,000	0.23
100	10,000	0.23

**NARRATIVE**  
 THIS SURVEY WAS MADE FOR THE PURPOSE OF DIVIDING THE SE. 1/4 OF SECTION 24, T.6N., R.2W., AND THE S.W. 1/4 OF SECTION 19, T.6N., R.1W., S.L.BAND M., MARRIOTT-SLATERVILLE CITY, WEBER COUNTY, UTAH, INTO LOTS FOR THE DEVELOPMENT OF A BUSINESS PARK. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS ON THE 15TH DAY OF APRIL, 2005. THE SURVEY WAS MADE IN ACCORDANCE WITH THE UTAH SURVEYING ACT AND THE UTAH PROFESSIONAL SURVEYING BOARD RULES AND REGULATIONS.

**NOTES**  
 1. ALL LOTS ARE TO BE USED FOR THE DEVELOPMENT OF A BUSINESS PARK. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBSTRUCTIONS TO THE SURVEY. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE SURROUNDING AREAS AND HAS FOUND NO OBSTRUCTIONS TO THE SURVEY. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE SURROUNDING AREAS AND HAS FOUND NO OBSTRUCTIONS TO THE SURVEY.

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