

2539254

PROTECTIVE COVENANTS  
OF  
SEVENTEENTH SOUTH FREEPORT CENTER

MAY 14 1973 12:54P  
Gary A. Weston  
5.00  
J. Becklin  
333 Second East  
84111

KNOW ALL MEN BY THESE PRESENTS:

That SEVENTEENTH SOUTH FREEPORT CENTER, a general partnership, is the owner of the hereinafter-described real property situate in Salt Lake County, State of Utah, and is desirous of creating restrictions and covenants to which the use, development and maintenance of said property shall be subject, and which property is more particularly described as follows, to-wit:

Beginning at a point 140 feet West from the Northeast corner of Lot 12, Block 2, Five Acre Plat "B", Big Field Survey, and running thence West 619 feet; thence South 673 feet to the North line of a railroad right-of-way; thence East along said line 334.41 feet; thence Easterly along a 350.065 foot radius curve left 157.43 feet; thence North 473 feet; thence East 132 feet; thence North 165 feet to the point of beginning.

NOW, THEREFORE, in consideration of the premises, the undersigned hereby declares that the property hereinabove described, shall be sold, conveyed, leased, occupied and held subject to the following restrictions and covenants:

1. PERMITTED USES. Lots and parcels of said property shall be used only for the purposes and in the manner as permitted by the laws and ordinances of Salt Lake City and the State of Utah, except that no portion of the property may be occupied by any of the following uses:

(a) Residential purposes except for the dwelling of watchmen or other employees attached to a particular enterprise authorized in the area.

(b) Manufacture, storage, distribution and sale of explosives.

(c) Storage in bulk of junk, wrecked autos or second-hand material.

(d) 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

BOOK 3324 PAGE 123

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 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.

2. PLANNING COMMITTEE. The Seventeenth South Freeport Center Planning Committee (hereinafter called the "Committee") is hereby appointed to administer and supervise the covenants and restrictions herein and give approvals as required hereby. Each individual, organization or association owning a lot or parcel of the hereinabove-described property shall appoint one individual to serve upon the Committee. All individuals so appointed must be residents of Salt Lake County, State of Utah, and shall receive no compensation for service on the Committee, except as may be paid by the individual, organization or association appointing said Committee member. A. Kyle Bettilyon, 445 East 200 South, Salt Lake City, Utah, is hereby appointed as the Committee representative of the undersigned partnership and for all purposes shall constitute and be a "Committee of One" until joined by additional committeemen as shall hereafter be appointed by owners of lots or parcels of the hereinabove-described property. All decisions of the Committee shall be upon the affirmative vote of a majority of the total votes available to be cast by members of the Committee. Each committeeman shall be entitled to cast that portion of the total votes available to be cast by the Committee as the total square-foot area of the above-described land owned by the owner appointing said committeeman bears to the total square-foot area of the above-described property.

3. YARD SPACES. No building or structure shall be erected or located nearer than twenty feet to the line of 1700 South Street or to the line of any right of way located upon the above-described property. There are no requirements for setback from side and rear property lines.

4. RIGHT OF WAYS AND EASEMENTS. Right of ways and easements for ingress, movement and egress of motor vehicles are reserved over and upon the property as recorded and shown by the official records of the Salt Lake County Recorder. Within these right of ways and easements, no structure, planting or materials shall be placed or permitted to remain which may in any way interfere with the intended use thereof. All decisions and determinations relative to the maintenance, repair and improvement of said right of ways and easements shall be and remain the responsibility of the Committee and all costs and expenses for labor and materials incident to said repair, maintenance and improvement and all general property taxes and assessments levied and assessed against said right of ways and easements shall be born and paid by the owners of lots and parcels of the hereinabove-described property, each owner to pay that percentage and portion of said costs, expenses, taxes and assessments as the total square-foot area of the lots and parcels owned by the owner bears to the total square-foot area of said property.

5. SIGNS. 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 4' into the 15' setback area. All signs shall be approved by the Committee. All flashing and/or animated signs shall be prohibited.

6. PARKING REQUIREMENTS. Employee, customer, owner or tenant parking shall not be permitted in front of any building facing and fronting on 1700 South Street. Parking shall not be permitted on any right of way

or easement intended for the movement of motor vehicles. All parking areas must be paved with a year-round surface (asphalt or concrete) and adequately drained.

7. STORAGE. Any articles, goods or materials stored in the open or exposed to public view shall be fenced with a screening fence at least six feet in height and no such storage areas shall be situate nearer to any street or right of way for the movement of motor vehicles than the nearest building line to said street or right of way.

8. COMMITTEE APPROVAL AND CONSTRUCTION REQUIREMENTS. Construction or alteration of all buildings on the above-described property 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.

Any buildings erected on the property shall be masonry construction, or its equivalent, or better, as determined by the Committee. The front of all buildings facing on 1700 South Street or any right of way or easement for the movement of motor vehicles must be finished with face brick or concrete block, their equivalent or better, and as approved by the Committee.

Plans and specifications for the construction, installation or alteration of all signs, loading docks, parking facilities, and landscape planting in this district must first be submitted to and have the written approval of the Committee, its successors or assigns.

In the event that the Committee or its designated representative fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. LANDSCAPING AND MAINTENANCE. All lots or parcels fronting on 1700 South Street and having a building situate thereupon said lot or parcel, shall be fully landscaped in lawn and shrubs all along the line of 1700 South Street and for a distance of twenty feet back therefrom and all such landscaping shall conform to reasonable minimum standards as adopted by the Committee.

All areas of lots and parcels which are vacant and not covered by improvements must be kept reasonably free from weeds and clean of all rubbish of any character which may accumulate thereon.

10. TERM OF RESTRICTIONS. Each condition and covenant hereof shall terminate on and be of no further effect on January 1, 2000, provided, however, that said covenants shall on date thereof be automatically extended for successive periods of ten years each if so elected and determined by the Committee and a copy of such election and determination be filed and recorded in the official records of the Salt Lake County Recorder prior to the said date of January 1, 2000, and prior to the expiration of any successive or subsequent period thereafter.

DATED this 4th day of May, 1973.

SEVENTEENTH SOUTH FREEPORT CENTER,  
a general partnership

STATE OF UTAH )  
COUNTY OF SALT LAKE )

BY:   
A. Kyle Bettilyon, General Partner

On the \_\_\_\_\_ day of May, 1973, personally appeared before

BOOK 3324 PAGE 155

me, A. Kyle Bettilyon, who being by me duly sworn did say, that he is a partner in the Seventeenth South Freeport Center, a general partnership, and said A. Kyle Bettilyon duly acknowledged to me that said instrument was signed in behalf of the Seventeenth South Freeport Center.

My Commission expires:

9-1-76

*Leatlen D Baker*  
Notary Public  
Residing at:  
*3274 Nelson Way*

