

DECLARATION OF RESTRICTIVE COVENANTS,  
 AGREEMENTS, RESTRICTIONS, AND CONDITIONS  
 OF  
 COPPER SPRINGS 3 COMMERCIAL PARK

Declaration of restrictive covenants, agreements, restrictions and conditions affecting the real property known as Copper Springs 3 Commercial Park, hereinafter referred to as "Copper Springs 3."

The undersigned, Copper Springs Properties, Inc., a Utah Corporation, being the owners of that certain real property situated in Cache County, State of Utah, and more particularly described in Exhibit "A" attached hereto and made a part hereof, do hereby make this declaration of protective covenants, agreements, restrictions, and conditions as follows:

A. GENERAL TERMS

1. Mutual and Reciprocal Benefits etc.

All of said restrictions, conditions, covenants, and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above-described property and shall be intended to create mutual and equitable servitudes upon each of said lots in favor of each other lot created on the aforesaid property, and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall operate as covenants running with the land for the benefit of the owners of all other lots in said subdivision.

2. Term of Restrictions.

Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the 31st day of December, 2024. Upon that date the said restrictive covenants shall be extended for an additional period of ten years unless there is recorded a document with the Cache County Recorder, Utah, signed by a majority of the then existing record owners of said subdivision terminating said restrictions. On December 31, 2034, and each ten year period thereafter, said restrictive covenants shall be extended for like ten year periods under the same conditions as above set forth. Provided, however, that at any time, these restrictions, conditions, covenants and agreements may be altered or modified by a vote of a majority of the record owners of said subdivision. In all voting, the owner or owners of each lot of said subdivision shall be entitled to one vote per lot regardless of the number of owners of any lot and such vote shall be evidenced by recording a written instrument with the Cache County Recorder, Utah, signed and acknowledged by the owners of the lots in said subdivision.

ENT 672312 Bk 779 Pg 947  
 DATE 3-DEC-1997 2:44PM FEE 37.00  
 MICHAEL L GLEED, RECORDER - FILED BY MG  
 CACHE COUNTY, UTAH  
 FOR CACHE TITLE COMPANY

### 3. Uses

These covenants are intended to keep Copper Springs 3 in harmony with the presently existing surrounding developments and potential developments to be selected in the future.

The intent is that the projects to be developed on the lands described in Exhibit "A" will create a wholesome environment for the conducting of selective manufacturing and marketing enterprises which do not create a hazard and are not offensive due to appearance or to the emission of noxious odors, smoke or noise, and to promote research laboratories, light manufacturing, and regional office facilities.

Allowed uses in Copper Springs 3 shall include manufacturing, fabrication, wholesale and distribution purposes, offices, service facilities, and similar uses which create benefit to local commerce and the development of additional employment opportunities.

No portion of the property may be occupied for any of the following uses:

- a. Residential purposes, except for the dwelling of watchman or other employees attached to a particular enterprise authorized in the area.
- b. Manufacture, storage, distribution or sale of explosives.
- c. Storage in bulk of junk, wrecked autos or other unsightly or second-hand materials.
- d. 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 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 ordinances of the City of Logan and the laws of the State of Utah.

## B. GENERAL RESTRICTIONS ON IMPROVEMENTS

### 1. Yard Space

All buildings which may be erected on any of the property contained in Copper Springs 3 shall maintain the following yard areas:

- a. FRONT YARDS. Buildings shall not be nearer than 50 feet to the interior property line.
- b. SIDE YARDS. Buildings shall not be nearer than 10 feet from any side property line or on-street side property line.
- c. REAL YARDS. Buildings shall not be nearer than 10 feet from the real property line.
- d. No more than 60% of the site area shall be covered by buildings.

Within the required set back area from the streets, there shall be maintained on each site only paved walks, paved driveways, lawns, and landscaping.

## 2. Loading Docks.

There shall be maintained on each site, facilities for truck loading and unloading sufficient to serve the business conducted thereon without using adjacent streets.

## 3. Parking Requirements.

No parking will be permitted on any of the city streets adjacent to or in the vicinity of Copper Springs 3. 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:

- a. 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.
- b. Spaces for parking and truck operations 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.
- c. All parking areas must be paved with a year around surface of asphalt or concrete and adequately drained.

## C. SPECIFIC RESTRICTIONS ON IMPROVEMENTS

### 1. Intent of Restrictions on Improvements.

The owners intend by these covenants to restrict the designs, materials used, and landscaping of improvements only to the

extent of ensuring quality of external appearance and maintaining property values on a long-term basis.

## 2. Architectural Review Committee.

The undersigned shall appoint an Architectural Review Committee, who shall be an assigned agent or agents of the undersigned. The function of the Committee will be to review and approve all improvement plans of the owners of lots, consistent with the intent of the improvement covenants. No structures, outbuildings, walls, fences, or other improvements shall be constructed upon any lot without following the Architectural Review Committee process as outlined below. This Committee will stay in existence until a building has been built on all lots in this subdivision. At such time the undersigned, their successors their agents, will be released from further the Architectural Review Committee. The lot owners, however, may create a new committee by majority vote of the lot owners, with each lot having one vote, which agreement for a new committee shall be recorded in the office of the Cache County Recorder, Utah.

### Review Process.

a. **PRELIMINARY SUBMISSION.** This submission to the Committee is not required but is highly recommended because it will save time and expense for the parties. This submission should be a rough layout drawn to scale showing proposed improvements, including but not limited to building design and location, driveways, walks and paths, outbuildings, patios, and landscaping. The architecture at this stage should be conceptual, show elevations and floor plans with basic dimensions. Information as to colors and materials to be used should also be included. If the proposed improvements are not satisfactory to the Committee, a meeting with the owner of the lot and/or his designer, will be held to discuss possible changes before final submission.

**FINAL SUBMISSION.** This submission is required and must be a detailed site plan of proposed improvements. This site plan should be drawn to a scale of at least 1 inch = 20 feet, should show proposed grading at no more than two foot intervals with spot elevations for clarification when necessary, should give detailed and accurate information concerning colors and materials to be used, should present storm drainage information, and should include a landscape plan, specifying location, size, and type of materials to be planted, phases of planting, and sprinkler system design. If no action is taken by the Architectural Review Committee within 25 days after the date of this final submission, the owners shall have the right to proceed with the construction as contained in their final submission, provided they first give notice to the Committee in writing.

COMMITTEE'S RIGHT TO STOP CONSTRUCTION. The Committee reserves the right to stop construction on any building or site work which does not conform to the approved final submission drawings or any work for which drawings have not been submitted and approved by the Committee review process. A copy of the drawings of the final submission must at all times be left with the Committee, with name, phase and lot number.

#### 4. Specific Restrictions

a. **BUILDING AND CONSTRUCTION REQUIREMENTS.** Any buildings erected on the property shall be of masonry construction, tilt-up concrete, precast concrete, or equal material. Enameled metal panels on a steel frame may be used if approved by the Architectural Review Committee, and Logan City.

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, architectural block or other equivalent, or better. The front and sides of concrete block buildings facing streets shall be painted for aesthetic purposes.

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 or alteration of any building, sign, or loading dock, and a site plan which clearly shows the proposed parking facilities, driveways and landscaped areas must first be submitted to and have the written approval of the Committee.

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 Copper Springs 3 must be screened in a manner satisfactory to the Architectural Review Committee.

All utility services, including but not limited to, electrical power, telephone, gas, water and sewer, shall be constructed underground at all building sites in order to preserve a clean and uncluttered appearance of the Industrial Park.

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 City of Logan in addition to these covenants.

a. The 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 Committee is not in keeping with the stated purposes of Copper Springs 3. Where a proposed development could become offensive, the Committee shall have the right to require special equipment or special design features to overcome such conditions.

b. **STORAGE.** No land or buildings shall be used so as to permit the keeping of articles, goods or materials in 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 behind the front building line.

c. **SIGNS.** All signs proposed to be placed within the Industrial Park shall conform to the following general requirements:

- i. No billboards or outdoor advertising bases will be permitted.
- ii. 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 occupants.
- iii. Signs attached to buildings shall project not more than 16 inches beyond the face of the building or project above the parapet or eaves of the building. The face of the sign shall be parallel to the face of the building.
- iv. 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 requirements.
- v. 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.
- vi. Floodlighting of signs at night is acceptable but the use of animated or flashing signs is prohibited.

d. **LANDSCAPING AND MAINTENANCE.** "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, terraces, fountains, pools and other water arrangements.

Lawn and/or shrubs shall be planted in the area between the street curb line and the building or the street curb line and paved parking area.

The owners or tenants of the developed land in Copper Springs 3 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.

e. **HAZARDOUS SUBSTANCES.** Each respective site shall be subject to the provisions of this section with respect to hazardous substances.

i. No Storage Etc. Each owner shall not use, produce, store, release, dispose or handle in or about its site or transfer to or from its site (or permit any other party under its control to do such acts) any hazardous substance except in compliance with all applicable environmental laws. "Environmental laws" shall mean any federal, state or local statute, ordinance, rule, regulation or guideline pertaining to health, industrial hygiene, or the environment, including without limitation, the federal Comprehensive Environmental Response, Compensation, and Liability Act. "Hazardous substance" shall mean all substances, materials and wastes that are or become regulated, or classified as hazardous toxic, under any environmental law.

ii. No Existence on Parcel. To the best of each owner's knowledge after reasonable inquiry, each such owner represents and warrants the following with respect to its Parcel:

(a) There are no hazardous substances or regulated substances thereon or to be installed thereon, whether contained in barrels, tanks, equipment (movable or fixed) or other containers; deposited or located in land, waters, sumps, or incorporated into any structure or in any other part of the site.

- (b) No asbestos-containing materials have been or will be installed or affixed to the structure on its site at any time.
- (c) Its site and all operations thereon are not in violation of any local, state or federal laws or regulations, whether they govern the existence, clean-up and/or remedy of contamination from any hazardous substance or regulated substances, and no governmental entity has served upon such owner any notice claiming any violation of any such statute, ordinance or regulation.

iii. Notification. If any owner becomes aware of any condition relating to the existence, release or threatened release of any hazardous substance or violation of any environmental law on its site, the cure or remediation of which is required by law or dictated by commercially reasonable business practices, such owner shall promptly notify the other owners in writing thereof and shall promptly cure or remediate such condition.

iv. Failure to Remediate. If any owner fails to perform its duty to cure or remediate as set forth herein, any other owner, the nondefaulting owner, may proceed after 30 days written notice and failure of the defaulting party to commence to cure, to effect such cure, and the nondefaulting owner shall be entitled to reimbursement of all costs incurred in effecting such cure together with interest at the default rate from the date such costs were paid. In case of an emergency, the party becoming aware of the condition shall attempt reasonable efforts to notify the party with the duty of cure of the condition requiring attention; however, any party may in such emergency, without notice, proceed in good faith to effect a cure, giving such notice later as soon as possible.

v. Indemnification. The owner of each site agrees to indemnify, defend and hold harmless the other owners and occupants of all other sites from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring on or originating from said owner's site or arising out of the act or omission of such owner, its tenants, subtenants and their successors and assigns, unless caused by the negligent or willful act or omission of the indemnified person, its agents, contractors, or employees.



#### D. TIME LIMITATION ON CONSTRUCTION

1. If, after the expiration of two years from the date of a sale or lease contract or other disposition of any property within the Copper Springs 3, any purchaser shall not have begun construction of an acceptable building upon any portion of said property, the Owner, Othmar Development, L.L.C., retains the option to refund the purchase price or lease deposit and enter into possession of said land. At any time the Owner may extend in writing the time in which such building may be begun.

#### E. VIOLATION, ACCEPTANCE, AND INVALIDITY OF RESTRICTIONS.

##### 1. Violations of Restrictions; Penalties.

Violations of any of the restrictions, conditions, covenants, or agreements herein contained, shall give the undersigned, their successors and assigns, the right to enter upon the property where such violation occurred and after written notice of 10 days the undersigned may remove any structure or building or correct any condition in violation of these restrictions at the expense of the owner of the lot without being deemed guilty of a trespass. The violation of any of these covenants is a nuisance. Such a remedy shall be deemed cumulative and not exclusive. A breach or violation of these covenants may be enjoined, abated or remedied by appropriate proceedings by the Owner, Othmar Development, L.L.C., and/or other owners of said lots or parcels of land in Copper Springs 3 or their heirs, successors, assigns, or bona fide purchasers under contract.

##### 2. Acceptance of Restrictions.

All lot owners by acceptance of contracts or deeds to said lots shall be conclusively deemed to have consented and agreed to all these restrictive covenants.

##### 3. Invalidity.

It is expressly agreed that in the event any covenant or condition or restriction hereinabove contained, or any part or portion thereof, is held to be invalid, or void, such determination that it is invalid or void shall in no manner affect the remainder covenants and the same shall continue to be enforceable.

DATED this 1<sup>st</sup> day of July, 1997.

COPPER SPRINGS PROPERTIES, INC.

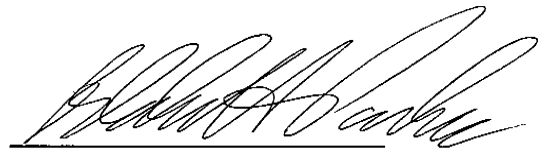
K. Bloues  
PRESIDENT

STATE OF UTAH

County of Cache

On the 1 day of July, 1997, appeared before me KC JONES  
who personally acknowledged to me that he executed the foregoing instrument  
on behalf of Copper Springs Properties, Inc., A Utah Corporation.



  
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Blake H Parker  
Notary Public

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**EXHIBIT "A"**

**Lots 2, 3, 4, 5, 6, 7, 8, and 9, COPPER SPRINGS BUSINESS PARK,  
PHASE III, as shown by the official plat recorded December 3, 1997 as  
Filing No. 672287 in the office of the Recorder of Cache County, Utah.**

ENT 672312 BK 779 Pg 957