

PROTECTIVE COVENANTS

FILED AND RECORDED FOR

Ogden City
1976 JUL 9 PM 2 41

STATE OF UTAH

Plotted Indexed
Photocopied Card file
Microfilmed Abstracted

COUNTY OF WEBER

RUTH EAMES LSEN

Ruth Eames Lsen

KNOW ALL MEN BY THESE PRESENTS:

That OGDEN CITY (hereinafter called the CITY), a Utah Corporation, is the owner of all that certain real property located in Ogden 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 CITY to develop all of said property as an industrial park, and

WHEREAS, the CITY 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 CITY 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 leasees of said property and between themselves and their heirs, successors and assigns:

15-173-000170-0013
15-173-000170-0008

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 right 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 Ogden City Industrial Park shall continue until such time as the CITY, or its successors or assigns, and the Owners of a majority of the acreage described in Exhibit A acting in mutual agreement may by 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
COMMITTEE

- III. The Ogden City Council shall be an Industrial Park Review Board to enforce these covenants.

The Review Board shall 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 Industrial Park.

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

This review may take place at and as part of the agreement to sell the land by the City or after that sale put before and as a condition to the issuance of a building permit for any construction on the land involved.

PERMITTED
USES

- IV. The purpose of the Industrial Park to be developed on the lands described in Exhibit A 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, and to promote research laboratories and regional office facilities.

Allowed uses in the Industrial Park shall include manufacturing, fabrication, wholesale and distribution, warehousing for local distribution purposes, offices, service facilities for the Industrial Park occupants, and similar uses which create benefits to local commerce and the development of additional employment opportunities.

PROHIBITED
USES

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

- (1) Residential purposes, except for the dwelling of watchman or other employees attached to a particular enterprise authorized in the Area.
- (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 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 Ogden City and the laws of the State of Utah.

YARD
SPACES

VI. All buildings which may be erected on any of the property contained in the Industrial Park shall maintain the following yard areas:

- (1) Front Yards. Buildings shall not be nearer than 30 feet to the street property line.
- (2) Side Yards. Buildings shall not be nearer than 10 feet from any side property line.
- (3) Rear Yards. No rear yard clearance required.
- (4) No building shall be closer than 30 feet to any other building on an adjacent site.
- (5) No more than 60% of the site area shall be covered by building

Within the required set back area from the streets, there shall be maintained on each site only paved walks, paved driveways, lawns and 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 without using adjacent streets.

PARKING REQUIREMENTS

VIII. No parking will be permitted on any of the streets in the Industrial 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) 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.

(3) All parking areas must be paved with a year round surface of asphalt or concrete and adequately drained.

(4) As a general rule, parking facilities are to be located at the side or rear of buildings.

BUILDING AND CONSTRUCTION REQUIREMENTS

IX. Any buildings erected on the property shall be of masonry construction, tilt-up concrete, precast concrete, enameled metal panel on a steel frame, or equal material. 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 their 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, loading dock, parking facility and landscape planting must first be submitted to and have the written approval of the Review Board.

**BUILDING AND
CONSTRUCTION
REQUIREMENTS
(continued)**

- IX. 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 the Industrial Park will not be allowed.

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 Ogden City and Central Weber Sanitary Sewer District ordinances, in addition to these covenants.

The Review Board 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 judgement of the Review Board, is not in keeping with the stated purposes of the Industrial 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 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.

SIGNS

XI.

All signs proposed to be placed within the Industrial Park 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 occupants.
- (3) 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 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 unuseable. Landscaped treatment includes the use of walls, screenings, terraces, fountains, pools and other water arrangements.

Lawn and shrubs shall be planted in the area between the street curb line and the building or the street curb line and paved parking area as defined in Article 8-(3).

LANDSCAPING
AND
MAINTENANCE

XIII. 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 owners 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.

TIME
LIMITATION
ON
CONSTRUCTION

XIV. If, after the expiration of one year from the date of execution of a sales or lease contract on any lot, the purchaser shall not have begun in good faith the construction of an acceptable building upon said lot, Ogden City retains the option to refund the purchase price or lease deposit, less 20% as liquidated damages for expenses and loss of Revenue and not as a Penalty, and enter into possession of said land. At any time, the City may extend in writing the time in which such building may be started.

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 proceeding by said Ogden City, and/or other owners of said lots or parcels of land in the Park or their heirs, successors, assigns, or bonafide 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 force and effect.

Dated this 29th day of June, 1976.

OGDEN CITY, a Municipal Corporation

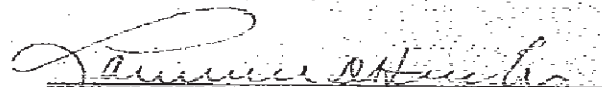
By [Signature]
R. L. Larsen, City Manager

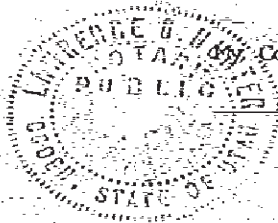
ATTEST:

[Signature]
Donna Adam, City Recorder

STATE OF UTAH)
(ss.
County of Weber)

On this 29 day of June, 1976, personally appeared before me R. L. LARSEN and DONNA ADAM, who being by me duly sworn, did say that R. L. LARSEN is the City Manager and DONNA ADAM is the City Recorder of Ogden City, the within named Municipal Corporation, and that said instrument was signed in behalf of said municipal corporation by authority of a resolution of its City Council dated June 22nd, 1976, and the said R. L. LARSEN and DONNA ADAM acknowledged to me that said municipal corporation executed the same.


NOTARY PUBLIC
Residing at Ogden, Utah



Commission Expires:

3-1-1979

EXHIBIT "A"

All of Lots 1 to 21, inclusive, Ogden Commercial
and Industrial Park, Plat A, a Subdivision in
Ogden City, Weber County, Utah.