

RESOLUTION NO. 199

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "SAN LUIS INDUSTRIAL COMPLEX PROTECTIVE COVENANTS", AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA:

THAT certain document entitled "San Luis Industrial Complex Protective Covenants", three copies of which are on file in the office of the city clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the city clerk.

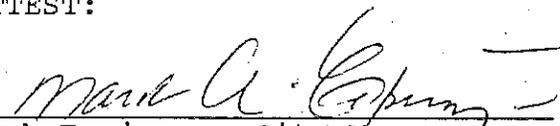
WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of San Luis, Arizona, an emergency is declared to exist, and this resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE Mayor and Council of the City of San Luis, Arizona, this 28th day of March, 1990.



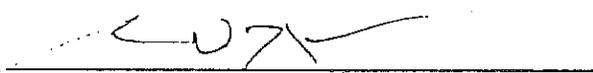
LUIS CASTRO, Mayor

ATTEST:



Mark Espinoza, City Manager

APPROVED AS TO FORM:



Gerald W. Hunt
City Attorney

ORDINANCE NO. 81

AN ORDINANCE OF THE CITY OF SAN LUIS, ARIZONA,
ADOPTING "SAN LUIS INDUSTRIAL COMPLEX
PROTECTIVE COVENANTS" BY REFERENCE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
SAN LUIS, ARIZONA:

Section 1: That certain document known as "San Luis
Industrial Complex Protective Covenants", three copies of which are
on file in the office of the city clerk of the City of San Luis,
Arizona, which document was made a public record by Resolution No.
___ of the City of San Luis, Arizona, is hereby referred to,
adopted and made a part hereof as if fully set out in this
ordinance.

Section 2: If any section, subsection, sentence, clause,
phrase or portion of this ordinance or any part of the code adopted
herein by reference is for any reason held to be invalid or
unconstitutional by the decision of any court of competent
jurisdiction, such decision shall not affect the validity of the
remaining portions thereof.

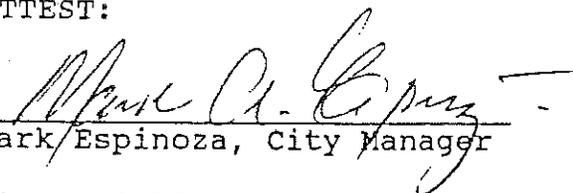
Section 3: That a certified copy of this ordinance,
together with the exhibit included by reference, be recorded with
the Yuma County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Common Council of the
City of San Luis, Arizona, this 11th day of April, 1990.



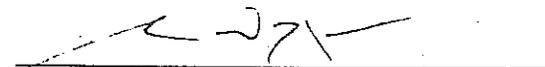
LUIS CASTRO, MAYOR

ATTEST:



Mark Espinoza, City Manager

APPROVED AS TO FORM:



Gerald W. Hunt
City Attorney

SAN LUIS INDUSTRIAL COMPLEX

PROTECTIVE COVENANTS

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS: This declaration, made this 14th day of March, 1990, by the City of San Luis, a municipal government entity of the State of Arizona, declare the San Luis Industrial Complex (hereinafter, sometimes referred to as Complex) as defined in Exhibit A (legal description), shall henceforth be administered, leased, improved, and utilized subject to the following uniform protective covenants, conditions and stipulations in order to insure proper use and foster quality development, thus protecting and enhancing the investments of all those entities locating or investing in the Complex.

This Declaration of Protective Covenants shall run with the San Luis Industrial Complex and all parts thereof, shall be binding upon all persons or parties having or acquiring any interest in the Complex or any part thereof; shall inure the benefit of, and be binding upon every part of the Complex and every interest therein; and shall inure the benefit of, be binding upon, and be enforceable, at law or in equity, as set forth hereinafter, by Declarant, its successors in interest, each Tenant, and his or its successors in interest, the Construction and Design Review Committee, and the San Luis Economic Development Commission.

All restrictions, covenants, and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of said property; shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; and shall create reciprocal rights and obligations between the respective owners and/or tenants and subtenants of all parcels of the property and privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns.

I. DEFINITIONS

A. Arizona State Land Department: The State Land Department of the State of Arizona, which holds the master leases for the land upon which the Industrial Complex is being developed and administered by the City of San Luis, to whom the master leases are issued.

B. Building Site: Shall mean any parcel of land that is part of the San Luis Industrial Complex, the size, dimensions, and boundaries of which must be approved by the SLEDC and authorized by the City Council.

C. Construction and Design Review Committee: A standing committee appointed by the SLEDC, pursuant to Article VI hereof, (sometimes hereinafter referred to as "CDRC").

D. Declarant: Shall mean the City of San Luis, and any entity or entities (a) that succeed to ownership of all or substantially all of that portion of the San Luis Industrial Complex, and (b) that at the time of such succession are designated in writing by all of the entities that previously constituted the Declarant to be the Declarant or a part thereof.

E. Improvement: Shall mean and include every structure and all appurtenances thereto of any kind and type and any other physical change upon, over, across, above or under the Complex or upon existing improvements located on or in the Complex. This definition shall include, but shall not be limited to the following facilities and activities, whether of a permanent or temporary nature: buildings, outbuildings, parking structures and garages, parking lots and other parking areas, streets, roads, traffic control devices, signs, canopies, awnings, trellises, fences, lawns, landscaping (including landscaping of balconies, plazas, and other portions of buildings), plazas, patios, recreational facilities such as tennis courts and swimming pools, walkways, pedestrian malls, sidewalks, shelters, security and safety devices and bridges, construction trailers and other temporary construction outbuildings, screening walls, retaining walls, stairs, decks, benches and other exterior furniture, hedges, windbreaks, plantings, planted trees and shrubs, poles, exterior air conditioning, water softener fixtures or equipment, aerials, antennas, lighting fixtures, drainage structures, communications equipment including but not limited to microwave dishes and relay equipment, coaxial and fiber optic cables, satellite transmitting and/or receiving ground stations, poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities, and color, texture, material, or other changes to any Improvement. Improvements shall include, but are not limited to, existing Improvements.

F. Industrial Complex Master Plan: (hereinafter sometimes referred to as "Master Plan"), shall mean the document or documents as approved by the City Council, as described in Exhibit B, that may include drawings showing existing and future land uses, buildings, streets, open space, utilities, drainage, lighting; design standards for landscaping and entrance areas; policies describing desired uses, density, quality, location, mix, and type; including but not limited to documents, standards, and policies which have been or may be adopted from time to time amending the Master Plan.

G. Maintenance and Operation Activity: Shall mean any activity or function that takes place on an on-going basis or intermittently for the purpose of maintaining or operating any Improvement during construction or installation of the Improvement or after such installation has been completed or substantially completed, or for the purpose of enabling or facilitating any Property Use to take place.

H. Property Use: Shall mean the intended functions or activities that take place on a temporary or ongoing basis, on, in, or with respect to, any parcel or element of real property that is part of the Complex. Property Use shall include, but is not limited to, the general category of use as allowed by zoning, the Master Plan, and this Declaration, and that is taking place on an ongoing basis as of the date of this Declaration, and that which shall be authorized in the future by Declarant or an authorized entity of Declarant, such as the SLEDC.

I. San Luis Economic Development Commission: (hereinafter sometimes referred to as "SLEDC") shall mean the City Council appointed, 7-member commission which serves in a policy-setting, regulatory, and oversight capacity in regard to the development and administration of the San Luis Industrial Complex.

J. San Luis Industrial Complex: (hereinafter sometimes referred to as "Complex"), shall mean all that real property described in Exhibit A, to the Declaration of Restrictions and Protective Covenants, and any real property hereafter made subject to this Declaration of Restrictions and Protective Covenants pursuant to the provisions of Article V herein.

K. Sublease: Shall mean the contract issued by the City of San Luis entered into by the Tenant, as approved by the State Land Department, for the purposes of authorizing the operation of an industrial or related commercial operation in the Complex.

L. Tenant: Shall refer to lessees or operators in the Complex who are the principal parties or individual with whom a Sublease has been entered.

II. STATEMENT OF PURPOSE

These protective covenants are in addition to the requirements of the City of San Luis zoning ordinances, resolutions, and all applicable building codes, as well as, all applicable rules and regulations of the City, County, State, Federal or other government authority having jurisdiction over the San Luis Industrial Complex. In the event of any conflict, the more restrictive shall apply. Should any of the restrictions or provisions herein contained be held invalid or void, the rest of the restrictions shall in no way be affected thereby.

These protective covenants as adopted by the City Council of San Luis,

Arizona, and filed with the Yuma County Recorders Office, and as amended from time to time, shall remain in effect for a period of 100 years, and shall automatically terminate upon discontinuing the Master Leases with the Arizona State Land Department. Upon a renewal of any master lease on terms acceptable to the City or to any entity to which said lease is assigned or any assignment of any master lease shall in no way be considered as automatically canceling these covenants; and shall continue in perpetuity upon any acquisition by the City of San Luis. These covenants can be amended but as to all amendments, supplements or revisions, all persons and parties agree to be bound by said amendments, supplements or revisions, which may be accomplished by the following procedures for amendments; amendments to these covenants must be approved by a majority of the current membership of the San Luis Economic Development Commission, and authorized by a majority of the City Council. The City Council shall hold a public hearing after written notice has been given all lessees of record of the proposed amendments, and said public hearing must be held at least ten days after written notice is given to all lessees at his/her address of record stating the date, time, and place of said meeting as well as where a copy of the proposed amendment(s) can be obtained.

III. LAND USE

The land leased in the Complex shall be used for general light industrial uses, and for those commercial activities which are reasonably supportive thereof. The Declarants reserve the right to further limit or restrict the use of the land and lots within the conditions as stated above. No use of any lot or any portion thereof or any building or structure shall be used for processes, manufacturing, storage, or transfer which are determined to be the cause of fire hazard to themselves or adjoining properties, or which constitute a nuisance or cause a health hazard or noises or other conditions which may injure the reputation of the site or Complex, or which shall increase the insurance rates of the adjoining site(s), or which shall constitute a violation of any law of the United States, the State of Arizona, City of San Luis, or Yuma County, or any regulation or ordinance included thereunder.

All purposes of the intended leased site shall be explicitly and completely described and explained in full in the application for the leased site(s), and to the complete satisfaction of the San Luis Economic Development Commission acting within the authority of the City of San Luis elected Council officials. Any misleading or false statements or claims on the application may be reason for termination of the lease negotiations, or existing lease, whichever may be applicable.

Any Tenant in the Complex shall notify the SLEDC in writing, upon their discretion, of any breach or negligence on the part of any other Tenant, and the SLEDC may proceed to remedy the complaint in the most expedient manner possible, within law.

IV. MASTER PLAN

A Master Plan of the Complex has been adopted and implemented to govern the existing development, future development, location, mix, quality, and density of uses in and on the Complex. The Master Plan is incorporated in its entirety by virtue of its inclusion as Exhibit B herein. The nature and location of existing and desired infrastructure improvements, such as utilities, pedestrian ways, streets, lighting, retention basins, and other planned development, shall be outlined and adhered to and in the attainment of future and further development of the Complex. The Master Plan has been completed in order to be consistent with the statement of purpose set forth in Article II of these covenants. A copy of the Master Plan shall be made available for review by any interested party(s) at all reasonable times through the City Hall. From time to time and in its sole discretion, the SLEDC or City staff may amend the Master Plan, in any manner consistent with the statement of purpose set forth in Article II, provided that these alterations or additions do not require abatement or a change to any existing property uses or existing improvements or any design development submitted. Any amendment to the Master Plan shall require a majority vote by the SLEDC, and authorization by the City Council.

V. COVENANTS RUN WITH THE LAND

The foregoing covenants and restrictions shall run with, bind, and inure to the benefit of all real property that is part of the San Luis Industrial Complex, both present and future expansion adding to the total acreage of the Complex. The land in the Complex leased by the Tenants and administered by the City shall be retained subject to all the terms, provisions and conditions set forth in these covenants. These conditions, covenants, restrictions, and reservations may be enforced, as provided hereinafter, by each Tenant, as well as by the SLEDC or members appointed by the SLEDC to serve as trustee for such purposes. Violation of any condition, covenant, restriction, or reservation contained herein shall give to the SLEDC or Tenants, or any of them, the right to bring proceedings at law or in equity against the party or parties violating or intending to violate any of the said covenants, conditions, or restrictions, and to enjoin them from doing so, to cause any such violation to be remedied, or to recover damages resulting from such violations. In addition, violation of any such covenants, conditions, or restrictions, shall give the City or acting trustee the right to enter, but not the obligation, upon the premises on which the violation is occurring and abate, remove, modify, or replace at the expense of the Tenant thereof any structure, thing, or condition that may exist thereon contrary to the intend and meaning of the provisions hereof. Every act, omission or act, or condition that violates the covenants, conditions, restrictions, herein contained shall constitute a nuisance and every remedy available at law or in equity for the abatement of public or private nuisances shall be available to the Tenants and to the City or

its trustee. Similarly, any violation of federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any property that is part of the Complex is hereby declared to be a violation of these covenants and is subject to all of the enforcement procedures set forth herein. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereto, the losing party or parties shall pay all attorney fees and court costs of the prevailing party or parties, in such an amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. The failure of the Tenants or the City or its trustee to enforce any of the conditions, covenants, or restrictions herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, or restrictions and the City or Tenants, or the City's trustee, shall not be liable therefore.

The Declarant may from time to time, and any reasonable hour or hours, enter and inspect the property subject to these restrictions to ascertain compliance therewith.

The Tenant or Tenants responsible for violations shall be given a minimum of fifteen (15) days notice, and a maximum of thirty (30) days notice in writing to remedy and correct the violation(s). An extension of up to ninety (90) days may be authorized contingent upon a written request by the Tenant(s) providing a complete and thorough description of the situation and explaining the need for the additional time to remedy the violation(s). Within the specified time of notification, the City or the City's trustee shall then have the right to enter the premises in order to determine compliance with the notification of violation, and of the conditions, covenants, and restrictions contained herein.

VI. ASSIGNMENT OF AUTHORITY; CONSTRUCTION AND DESIGN REVIEW COMMITTEE

Declarant, the City of San Luis, may from time to time delegate any or all of its rights, powers, discretion, and duties hereunder to such agent or agents as it may nominate. It may also permanently assign any or all of its powers and duties (including discretionary powers and duties), obligations, rights, title, easements and estates reserved to it by this deed to any one or more corporations, associations or persons that will accept the same. Any such assignment shall be in writing recorded in the Yuma County Recorder's office and the assignee shall join therein for the purpose of evidencing its acceptance of the same, and such assignee shall thereupon have the same rights, title, powers, obligations, discretion and duties as are herein reserved to said Declarant, and the Declarant shall thereupon be released therefrom. The City of San Luis reserves the right to terminate any such agreement at any time for any reason.

The Construction and Design Review Committee (CDRC), shall be established hereunder for the purposes of reviewing the construction

and development plans and specifications submitted by potential Tenants making application to the Complex. The CDRC shall consist of an active membership of five (5) members at any given time, but shall not exceed 9 members. The membership of the CDRC shall consist of representatives or their appointees made up of City of San Luis staff and/or officials as follows:

- City Manager
- Economic Development Director
- Industrial Complex Manager
- City Public Works Director
- City Engineer
- 1 Member of the City Planning & Zoning Commission
- 2 Members of the SLEDC
- 1 Community Business Leader

This standing committee shall serve at the pleasure of the SLEDC; and shall meet when required to review plans and specifications, and at no regularly designated time. A majority of the members will be required to issue a final recommendation pertaining to the submitted plans and specifications, and the final recommendation shall be submitted at a regular meeting or special meeting of the SLEDC for approval and/or modification prior to final approval. Approved plans shall be submitted to the City Council at the same time as the recommendation for signing of the sublease agreement, and shall be a part of the sublease agreement. The Committee shall be insofar as possible, uniform in maintaining and enforcing these covenants among the various Tenants and successor Tenants.

The terms of the standing committee shall be set forth according to the length of their employment, contractual agreement, personal commitment, appointment, or some other reasonable consideration.

A. The CDRC shall appoint staff and consultants to the Committee to include, but not limited to: architects, planners, engineers, attorneys, or other individuals whose knowledge or skill will assist the CDRC to carry out its functions. The staff members or consultants may be authorized to attend the meetings and to participate in all discussions that take place, to advise the CDRC and/or the SLEDC in their areas of expertise and to perform any and all other tasks requested by the CDRC to assist the CDRC carry out its functions.

B. The CDRC shall nominate a Chairman by a majority of its members to serve in that capacity for one year from July 1 to June 30; a new chairman shall be elected or reelected to each year's term prior to July 1 regardless of length of time previously appointed. The CDRC shall meet from time to time as necessary to perform its duties hereunder. The chairman of the CDRC or the City staff shall provide for reasonable notice to each member of the CDRC prior to any meeting, setting the place and time of said meeting as established by A.R.S. under the Open Meeting Law as

long as it is required to comply with the same. Any members may waive such notice. Applicants upon request shall have the right to appear before the CDRC at its meeting to explain and to answer questions about their submittals and plans. The CDRC may require an applicant to appear before the CDRC at its meeting if the CDRC deems it necessary. The CDRC by a majority vote of the members present, provided there is a quorum, may from time to time designate one or more of its regular members to take any action or to perform any duties for or on the behalf of the CDRC or the SLEDC. The members of the CDRC shall offer their services with the understanding that no compensation will be provided for their participation. Reasonable expenses and compensation may be provided from time to time should the situation so warrant, with the explicit understanding prior to the expense being incurred, that authorization was received from the City Council or City Manager to perform such tasks as may be required to warrant any expense.

C. No improvement shall be made at the Complex prior to completion of all required steps and procedures as outlined herein, reviewed and recommended by the CDRC, and authorized by the SLEDC, and complying with all the provisions of the master plan. No building site shall be subdivided, or the boundaries thereof otherwise changed or altered without the prior written approval of the City Council.

VII. CONSTRUCTION AND DESIGN CRITERIA AND IMPROVEMENTS

SUBMITTAL REQUIREMENTS

Fully engineered, professionally licensed plans and specifications are to be submitted to the SLEDC (for review by the CDRC per Article VI), upon acceptance of the application for a site in the Complex, per the established procedures of the SLEDC, and according to all applicable building codes, laws, and restrictions. Plans and specifications submitted for review and approval are to include and not be limited to: Site work, Easements, Electrical requirements, Plumbing, Utilities, Existing building relationships, and materials for construction, telephone service, landscaping and underground irrigation, office design, and fully engineered dimensions, as well as all other requirements per all applicable building codes and construction regulations and laws. A construction schedule providing all phases of construction is to be submitted, clearly delineating the construction completion date. All applicable city fees shall apply to the submission and processing of these plans and specifications. All plans and specifications are to comply with the Master Plan, per Article IV.

All new construction, additions, expansions, and/or renovations of existing structures must be submitted to the SLEDC prior to commencing, for review and approval, and prior to issuance of any building permit(s). Tenants who contemplate making improvements or

engaging in property uses and their architects, planners, or other design and land use personnel shall meet with the SLEDC and/or staff and consultants or committees, early in the design and planning processes, while plans are tentative and preliminary in order to assure full understanding of the requirements of this Declaration and to coordinate with and inform the SLEDC of the preliminary leasing and property use plans. Plans and specifications that the CDRC rejects, and subsequently are not authorized by the SLEDC, may be resubmitted to the SLEDC with necessary modifications or revisions designed to bring the plans and specifications into compliance. Approval of plans and specifications shall be for a period of not to exceed 6 months from written authorization, during which time applicant must commence with construction.

For purposes of this Declaration, the term "commencement of construction" shall mean, if the improvement is a building, the pouring of foundations, and if the improvement is not a building, the substantial completion of construction or installation of the improvement. The SLEDC reserves the right to require additional information, including sketches, engineering, or documentation, but not limited to the foregoing, which are consistent with the requirement set forth in these Declarations. All modifications of submittals required by the CDRC and/or SLEDC will be submitted in writing to the applicant within thirty (30) days or receipt of the submittal. Failure to comply with the completion schedule may result in a penalty to be determined by the Declarant, not to exceed 100% of the annual lease payment.

These general planning standards and regulations are subject to amendment, modification or termination a majority vote of the SLEDC.

VIII. DESIGN CRITERIA FOR IMPROVEMENTS

A. General Cleanliness and Appearance: Each building, site, and auxiliary improvement(s) shall be kept in a safe, clean, healthful, and presentable condition at all times, and shall comply with all laws, ordinances, and regulations pertaining to beautification, health and safety. Each Tenant shall be required to receive City garbage service, and shall provide for the removal of excess quantities of trash and rubbish from the site, or for such items as will not completely fit in a trash collection container. During construction, it shall be the responsibility of each Tenant to ensure the construction site is kept free, on a daily basis, of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly fashion. All open, unused land areas shall be planned for future building expansion or other purposes shall be kept free of unsightly plant growth, stored material, rubbish, and debris. The exterior of all structures, storage facilities, and screening, as well as walks, driveways, landscaping, fences, and other improvements not specifically covered, shall be maintained in good order, repair and condition.

B. Set Backs: The major visual character for the Complex shall be centered on the entrances and access roads. The set-back area of each site which abuts the access road will be landscaped per the Master Plan, Landscaping guide. Native and/or low maintenance and low-water using plant material will be used exclusively, as per the Master Plan, or with other authorized material. Whenever parking lots may be open to off-site views, especially pertaining to A Street views, sufficient landscaping and/or berming for screening will be provided, except for driveway entrances.

Street frontage set-backs shall be a minimum of 25' from the edge of the utility right-of-way. Distances between structures on either side of any single lot shall be at least 20' from the property line. At least one side yard setback shall be 20' minimum from the back property line, to allow for a private drive to provide access to the rear of the property.

C. Outside Storage and Required Screening: No material, equipment, supplies, or products of any kind shall be stored or permitted to remain on the premises outside the permanent structures without the prior written consent of the SLEDC. All fencing for screening, security or other purposes shall be attractive in appearance and shall be an all metal industrial type of fence of galvanized or nonferrous material, or shall be of brick, masonry, or other material of a non-deteriorating nature. No wood fence shall be permitted. If approval of outside storage is granted, the wall or fence will be a minimum of six (6) feet in height, or rising two feet above the stored material, whichever is higher. All stored material is to be kept on the rear one-third of the site with adequate and attractive screening.

All outdoor refuse collection areas shall be visually screened from access streets, thoroughfares and adjacent property by a complete opaque screen. No refuse collection areas shall be permitted between a frontage street and the building line.

D. Parking: Adequate parking shall be provided on site for maneuverability, loading and unloading of vehicles. Handicapped parking spaces shall be provided for both employees and visitors, with at least one space for visitors. All present and future vehicle parking, including, trucks, trailers, employee and visitor parking, shall be provided on the premises and shall comply with all provisions of all applicable City parking ordinances. All parking areas are to be covered to provide dust free weather surfaces with macadeam, concrete, or other ample covering. Paved parking space is preferred. No parking will be permitted upon any access road, right-of-ways, or thoroughfare within or adjacent to the Complex.

E. Loading Docks: No loading docks shall be constructed on the front side of any building within the Complex unless approved by

the SLEDC. The front of any building for the purposes of this provision, is defined to mean any side of a building which faces a thoroughfare street.

F. Signs: No roof signs, banner signs, billboards, canopy, or marquee signs, manual coverage copy signs, flashing signs, neon signs, reflective or glare producing signs, projecting signs, window signs, swinging signs or suspended signs shall be allowed.

One free standing sign and one wall facia sign per street frontage will be permitted per lot or parcel, and per the design established by the Master Plan, or otherwise amended.

A drawing to scale, in color, of any sign, trademark or advertising devise to be used on any lot or exterior of the building or structure will be submitted to the SLEDC in triplicate for written approval.

G. Lighting: Light shall not exceed a 30-foot height limit, with poles a neutral, preferably dark, color. All parking and security lights should be cut-off luminaries and all light sources should be color corrected such as high-pressure sodium. Intensity of lighting at entrances and use areas should be approximately five foot candles; paths and steps an average of one foot candle; and parking one-half foot candle.

H. Landscaping: The landscaping guidelines are of primary importance in enhancing and establishing a visual character for the San Luis Industrial Complex. This provision is intended to promote compatible and continuous landscape development in order to provide a neat, well maintained, and esthetically pleasing environment. It is also the intent of the landscaping and screening materials to provide a well maintained appearance in areas not covered by buildings or parking, and to minimize the adverse visual and environmental impacts of large paved areas and to promote the conservation of soil and water. All landscaping materials shall conform with the Master Plan and shall also comply with other applicable City codes and ordinances.

Use of a licensed, professional landscaping firm or individual is encouraged. Landscaping shall be used as much as possible in parking areas and in conjunction with buildings. Landscaping along the setbacks off the access roads are required of each Tenant to be completed within 120 days of receipt of certificate of occupancy for the primary structure and designed according to the Master Plan.

All undeveloped areas, held in reserve for future building or other improvements, need not be irrigated or fully landscaped. However, these areas shall, as a minimum be seeded with a drought resistant turf mix to hold down weed growth and to minimize wind and water erosion. The use of temporary, on-grade irrigation

systems of these areas is encouraged. All public right-of-way areas must be landscaped within two years of the occupation of the property, regardless of whether or not all phases of development are complete.

All fences to be used in landscaping the site or along the access road shall be no higher than eight (8) feet maximum.

Underground irrigation systems are required and shall be in compliance with all applicable building codes, and shall be maintained in proper working conditions. Use of water conservation systems, such as drip irrigation for shrub and tree plantings is encouraged. Dead or dying plant shall be removed and replaced within thirty (30) days. All plantings shall be maintained in a healthy growing condition, and shall be kept neat and orderly at all times. Fertilization, cultivation and pruning are to be carried out on a regular basis. All lawns shall be overseeded with rye grass in the winter. Lawns are to be kept free of weeds and regularly mowed.

IX. SEWAGE DISPOSAL

Where ever necessary, all environmental quality regulations as per local, state or federal agencies shall be followed, and an environmental impact statement will be provided by the Tenant as per the application process or upon the request of the SLEDC, or other applicable agency. Sewage effluents produced by industrial firms which cannot be processed by the City sewage disposal plant, will have to be pretreated by the Tenant producing such wastes, prior to transmittal to the disposal plant.

Hook-up to the City sewer system shall be required of all Tenants in the Complex.

X. WATER RIGHTS

No Tenant or Tenant of any site shall be permitted to drill, operate, or maintain a private well upon any lands within the Complex.

XI. ADVERTISING SAMPLES

All advertising materials used in connection with operations in the Complex to promote the business enterprise either directly or indirectly in conjunction with the Complex location, shall provide a draft copy of the advertisement to the SLEDC for their comment and/or request for modification prior to printing in order to avoid any misleading claims or statements which may affect the Complex or the City of San Luis.

XII.

XIII. VARIANCES AND WAIVERS OF RESTRICTIONS

This Declaration, or any provisions, thereof, or any covenant or restriction contained herein, may be terminated, extended, modified, or amended, as to the whole of said property or any portion thereof, as previously described in Article II; Tenants or lessees of seventy-five (75%) of the property described in Exhibit A hereto, including Declarants, based on the number of acreage leased compared to the total number of acreage of the property may submit recommendations for terminations, extensions, modifications, or amendments in writing for consideration, subject to a public hearing and the incurrance of any costs associated with any such recommendations. So long as Declarants hold at least 10% of the property specified in Exhibit A hereto, no such termination, extension, modification or amendment shall be effective without the written approval of the Declarant. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the office of the City of San Luis.

XIV. ASSESSMENTS

By virtue of inclusion in the Industrial Complex, each Tenant or Tenants jointly and severally, are obligated to pay such amounts, called "Assessments;" such Assessments shall be used exclusively to promote health, safety, recreation, and welfare of the Declarants and the Property, and or to fulfill the Covenants of the Declarants set forth in Articles III and IV. Subject to the provisions hereof, the City Council shall have the power and authority to determine all matters in connection with the Assessments, including without limitation power and authority to determine who, where, when, and how Assessments shall be paid to the Declarant and or an Industrial Complex Association or to the SLEDC, and each Tenant shall comply with all such determinations.

Each Tenant by virtue of the adoption of these Protective Covenants, agrees that an Association for the betterment of the Complex is contemplated for the future, and agrees to become a member of said Association and abide by such rules and regulations, and to pay such costs as are incident to the operation of said Association, including but not limited to membership fees.

XV. EFFECT OF PARTIAL INVALIDITY

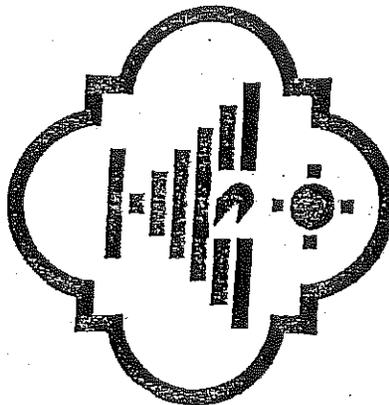
The invalidity of any portion of these Covenants will not and shall not be deemed to affect the validity of any other provision. In the event any provision of these Covenants is held to be invalid, the remaining Covenants are deemed to remain in full force and effect.

EXHIBIT "A"

The San Luis Industrial Complex is located in the City of San Luis, Arizona, at the general vicinity of A Street and 3rd Street. A general legal description is as follows:

That portion of Lot 2 and Lot 10, of Section 12, Township 11 South, Range 25 West, Gila and Salt River Meridian, Yuma County, Arizona.

SAN
LUIS



Industrial
Complex

PREPARED FOR

CITY OF SAN LUIS
ARIZONA

Completed with the assistance
of the Arizona Department of Commerce
through funding provided by the
State Development Fund.

SHEET INDEX

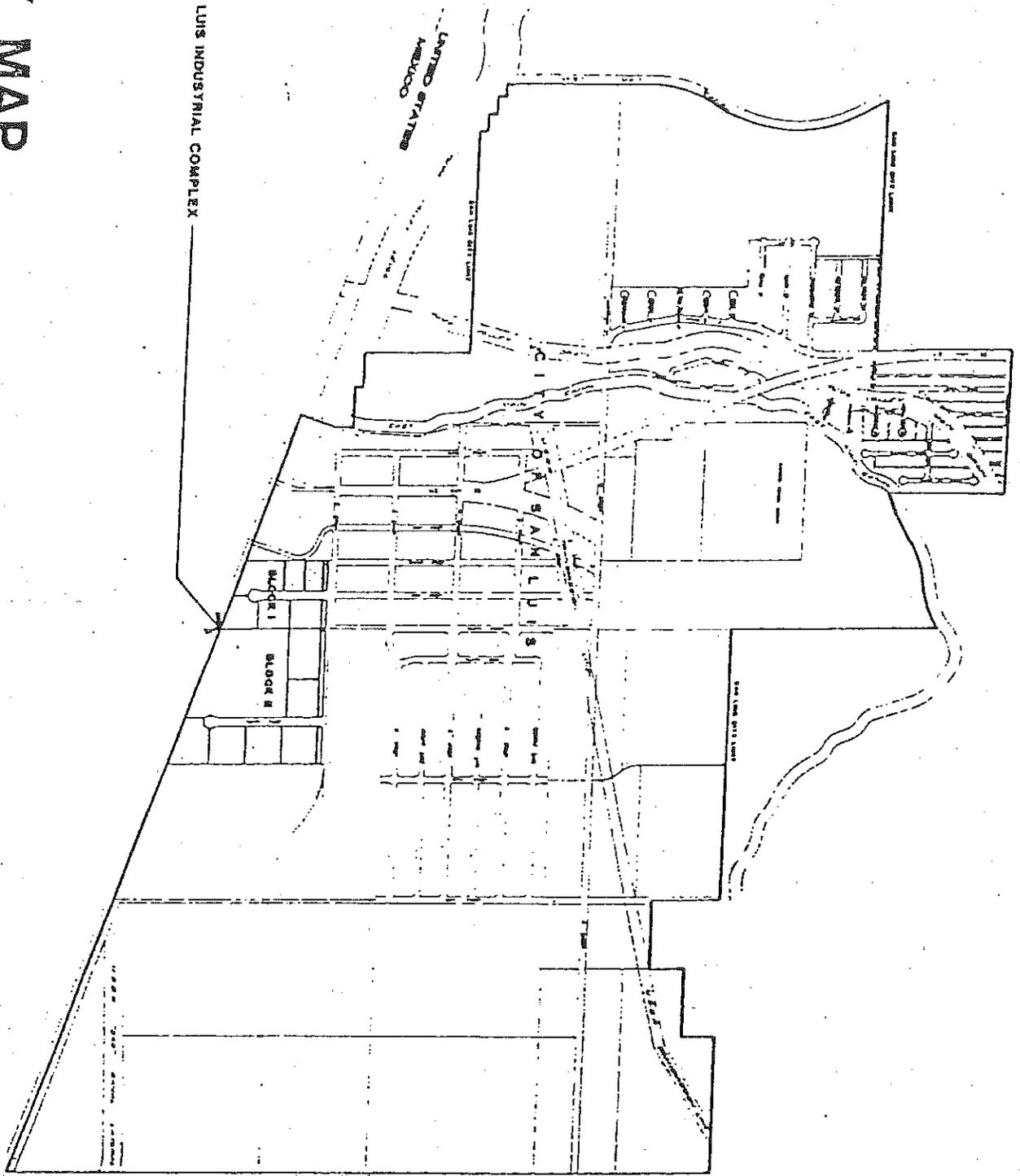
VICINITY MAP	SHEET 1
ENTRY CONCEPT	SHEET 2
MASTER PLAN	SHEET 3
PLANNING CONCEPTS	SHEET 4
MASTER PLAN	SHEET 5
UTILITIES	SHEET 6

EDAW

PERKINS
AND
WILL

VICINITY MAP

SAN LUIS INDUSTRIAL COMPLEX



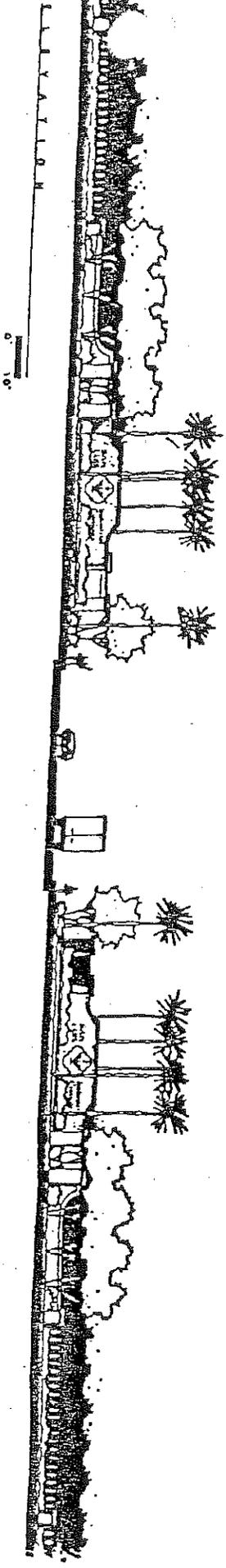
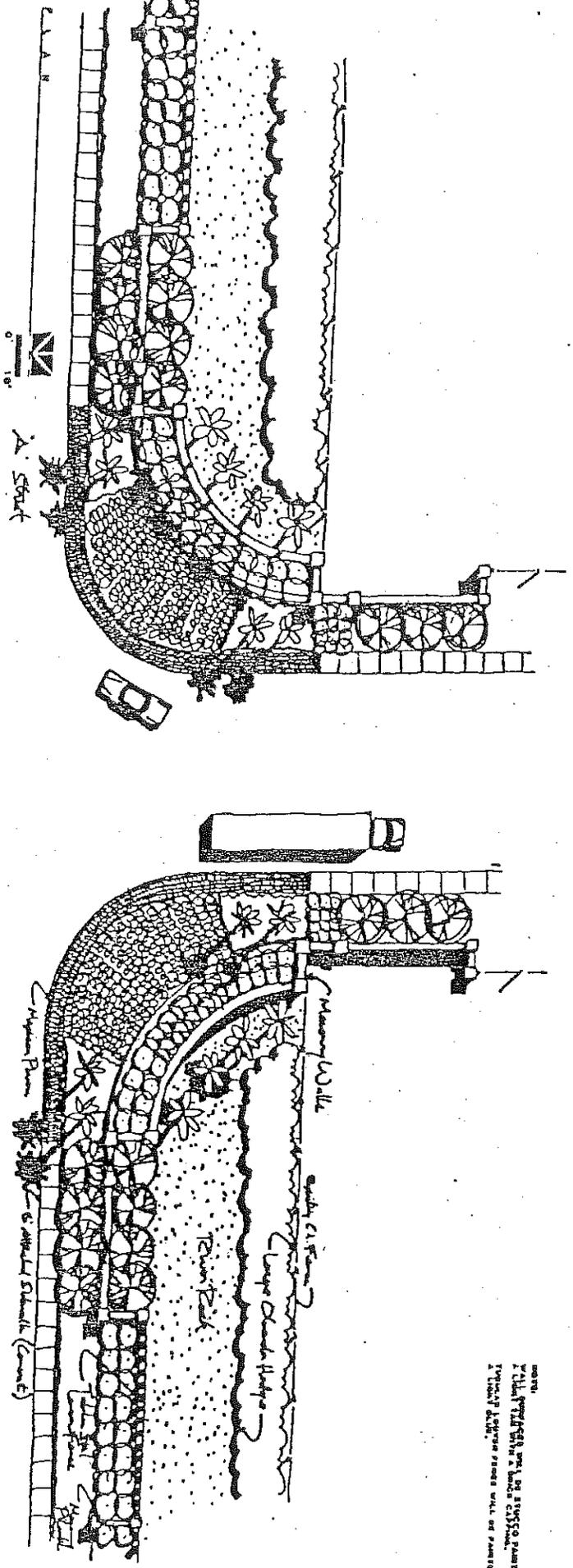
SAN LUIS Industrial Complex

EDAW S&P ENGINEERS



SHEET
OF 8

NOTE:
 ALL DIMENSIONS ARE IN FEET AND INCHES
 UNLESS OTHERWISE SPECIFIED
 CONTRACTOR SHALL VERIFY ALL DIMENSIONS



ENTRY CONCEPT

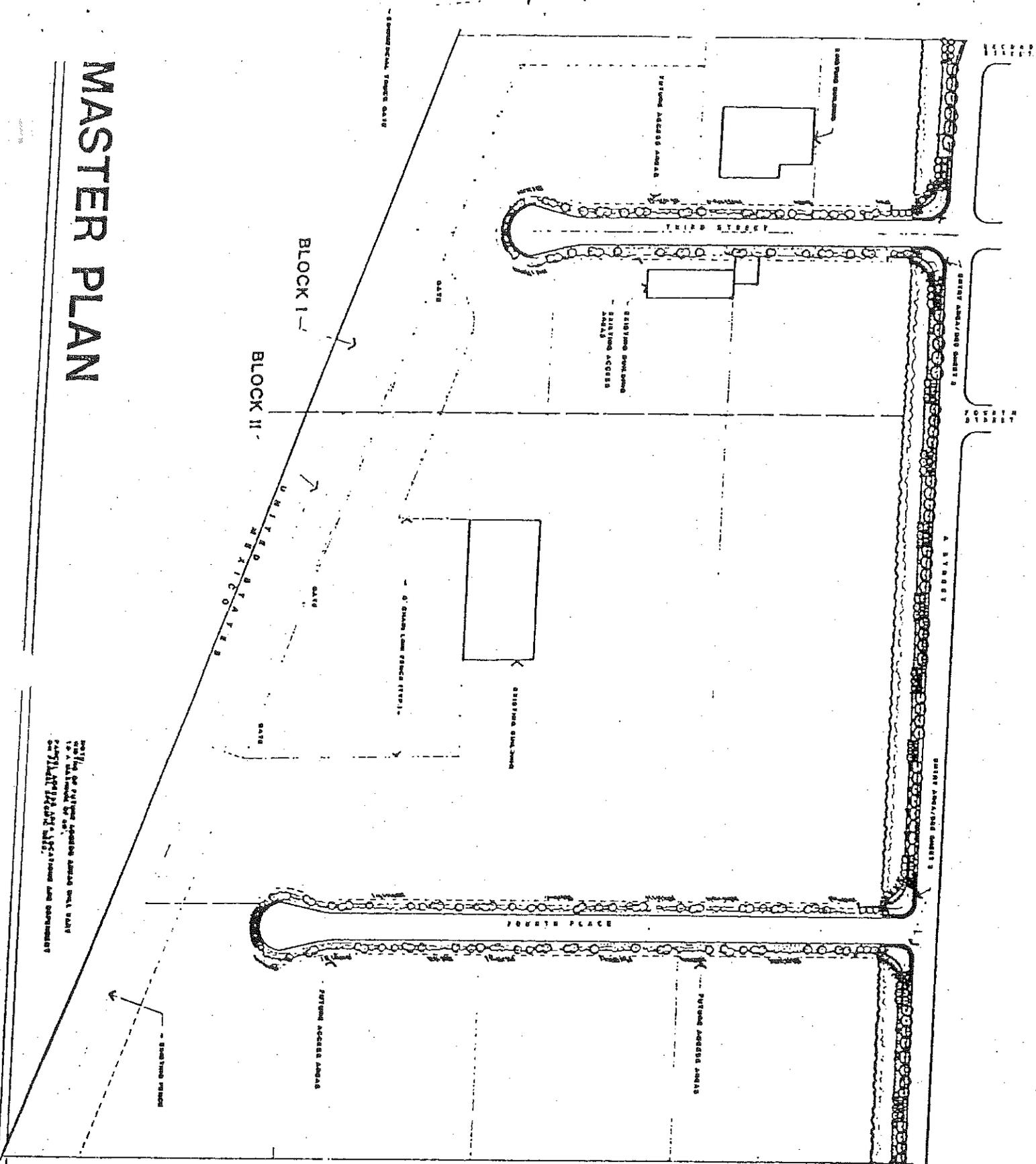
SAN
 LUIS Industrial
 Complex

EDAW
 CONSULTING

SHEET
 2 OF 6

DATE

MASTER PLAN

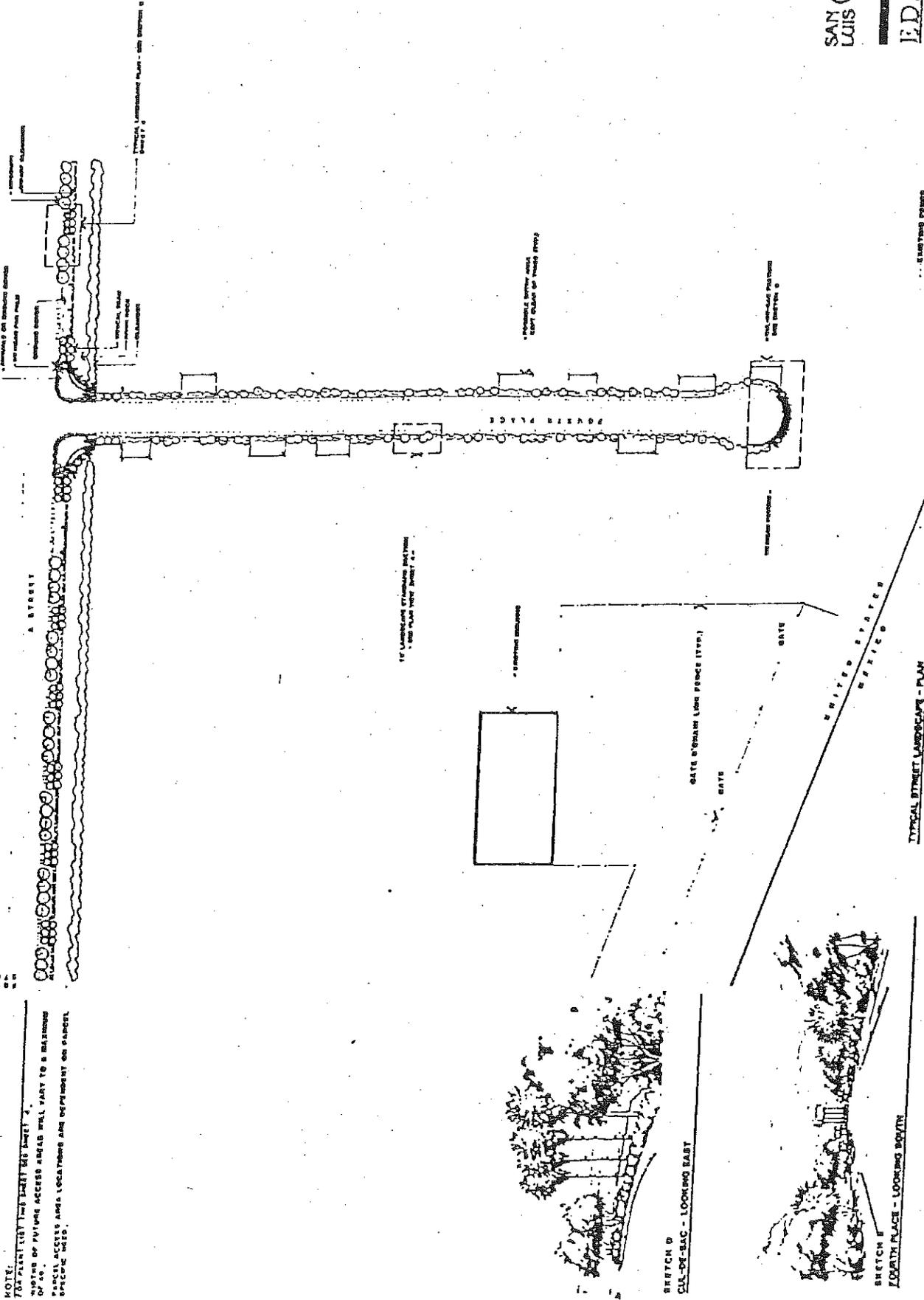


NOTING: ALL EXISTING ACCESS EASEMENTS SHALL BE MAINTAINED AND NOT TO BE ABANDONED BY THE DEVELOPER.



EDAW
ENGINEERS
ARCHITECTS

NOTE:
 FOR PLANTING THIS SHEET SEE SHEET 4.
 TYPES OF FUTURE ACCESS AREAS WILL VARY TO A DEGREE
 BASED ON LOCAL ACCESS LOCATIONS AND DEPENDENT ON STREET
 SPECIFIC NEEDS.



TYPICAL STREET LANDSCAPE - PLAN

SKETCH E
 FOOTING PLACE - LOOKING SOUTH

SKETCH D
 CLU-DE-SAC - LOOKING EAST

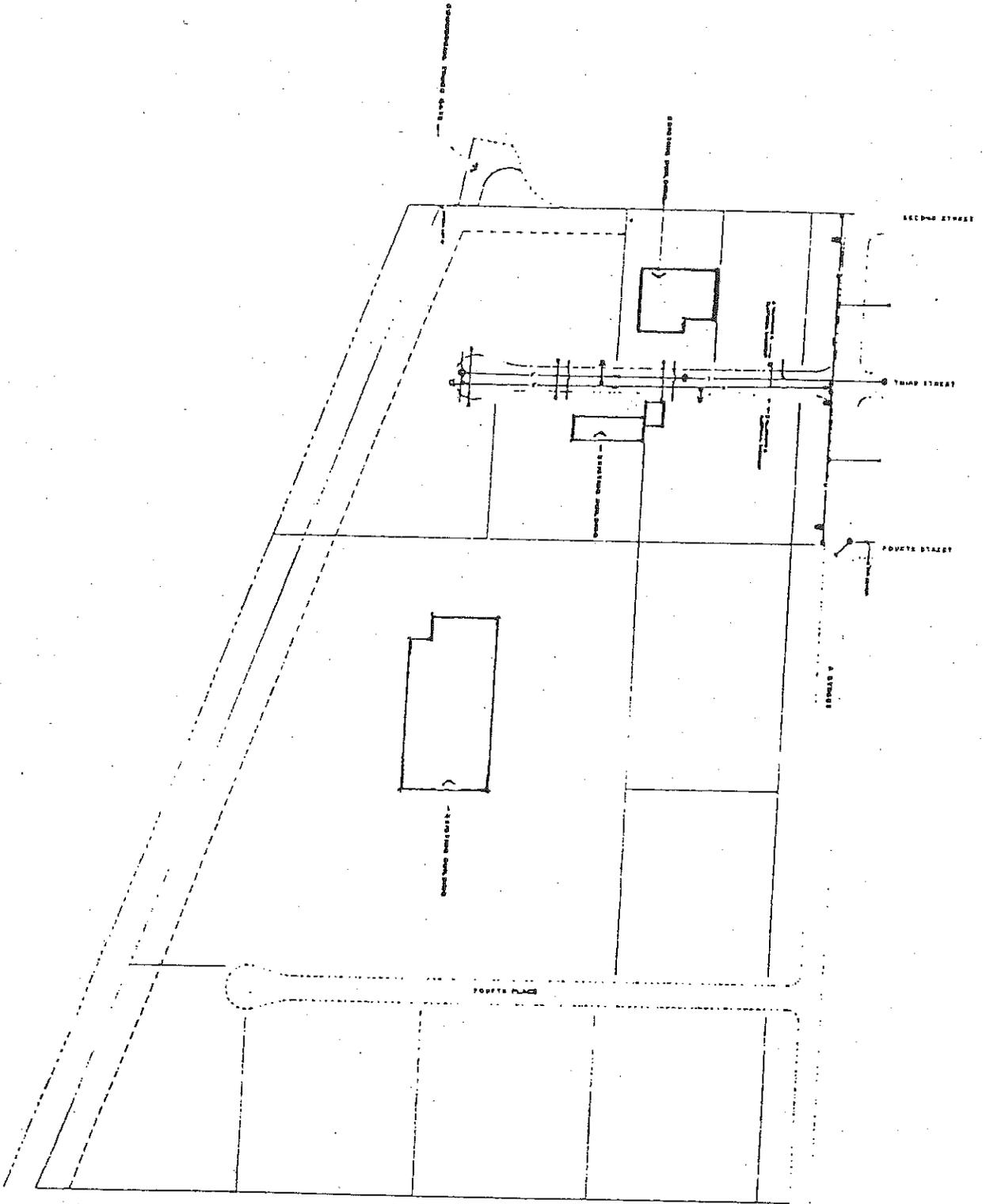


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BLOCK II LANDSCAPE MASTER PLAN

UTILITIES



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SHEET
6 8