

7219849

When Recorded, Mail To:
5600 West L.L.C.
1132 South 500 West
Salt Lake City, Utah 84101
Attention: Steven M. Perry

7219849
01/12/99 2:36 PM 54.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
5600 WEST L.L.C.
1132 S 500 W
SLC, UT 84101
REC BY: R JORDAN , DEPUTY - WI

**AMENDED AND RESTATED
DECLARATION
OF
PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS,
CONDITIONS AND RESTRICTIONS
FOR
LEGACY INDUSTRIAL PARK**

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR LEGACY INDUSTRIAL PARK (the "Declaration") is made this 8 day of January 1999 by 5600 West L.L.C., a Utah limited liability company (hereinafter referred to as "Grantor"), for the purpose of amending and restating in its entirety that certain Declaration of Protective Covenants, Easements, Conditions and Restrictions For Legacy Industrial Park dated December 21, 1998, which was executed by Grantor with respect to the Property described on Exhibit "A" attached hereto, and which was recorded in the office of the Recorder of Salt Lake County, Utah on December 22, 1998 as Entry Number 7150393. This Amended and Restated Declaration of Protective Covenants, Agreements, Easements, Conditions and Restrictions For Legacy Industrial Park supersedes and replaces in its entirety the Declaration of Protective Covenants, Agreements, Easements, Conditions and Restrictions For Legacy Industrial Park dated December 21, 1998.

WITNESSETH:

Whereas, Grantor is the fee simple owner of certain real property commonly known and identified as Legacy Industrial Park, Salt Lake City, Salt Lake County, Utah, as subdivided by plat and recorded on December 15, 1998 as Entry No. 7189827, in the office of the Recorder of said County, all as more particularly described on Exhibit "A" attached hereto (hereinafter defined as the "Property");

Whereas, Grantor intends itself to own and develop portions of the Property and/or to convey portions of the Property to other persons or entities for development, all in accordance with certain covenants, agreements, easements, conditions and restrictions as are contained in this Declaration (together the "Protective Covenants") pertaining to the ownership and development of the Property; and

Whereas, Grantor is desirous of subjecting the Property to the Protective Covenants hereinafter set forth, each and all of which is and are for the benefit of said Property and for the Grantor and each subsequent owner and occupant of any portion of the Property.

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Now, therefore, Grantor does hereby proclaim, publish and declare that the Property shall be held, transferred, sold, conveyed, hypothecated, leased, subleased, occupied and improved subject to the Protective Covenants hereinafter set forth, the terms of which shall run with the land and be binding upon Grantor and upon all parties having or acquiring any right, title or interest in and to any part of the Property, and shall inure to the benefit of each other owner or owners of all or any part of the Property.

ARTICLE I DEFINITIONS

“Building” shall mean and include, but not be limited to, any structure built for permanent use on a Building Site, and all projections or extensions thereof, including but not limited to garages, outside platforms and docks, storage tanks, carports, canopies, enclosed malls and porches, sheds, tents, mailboxes, radios or TV antenna, fences, signboards or any other temporary or permanent improvement to such Building Site.

“Building Site” shall mean a tract of real property within the Property. If fee simple title to two (2) or more adjacent Building Sites, as defined hereinabove, is acquired by the same Owner, such commonly owned Building Sites may, at the option of said Owner, be combined and treated as a single Building Site for the purposes of this Declaration, provided that the location of the Improvements on such combined Building Site shall be subject to the prior written approval of Grantor.

“Declaration” shall mean this Amended and Restated Declaration of Protective Covenants, Agreements, Easements, Conditions and Restrictions for Legacy Industrial Park, together with all of the provisions contained herein, which shall be recorded in the office of the Recorder of Salt Lake County, Utah, as the same may from time to time be supplemented or amended in the manner described herein.

“Deed” shall mean any deed, assignment, lease or other instrument conveying fee title or a leasehold interest in any part of the Property.

“Grantor” shall mean the entity described in the first paragraph of this Declaration, or its successors or assigns.

“Improvements” shall mean and include, but not be limited to, Buildings, outbuildings, driveways, exterior lighting, fences, Landscaping, Lawns, loading areas, parking areas, railroad trackage, retaining walls, roads, screening walls, Signs, utilities, and walkways located on a Building Site.

“Landscaping” shall mean a space of ground covered with Lawn and/or ground cover, combined with shrubbery, trees and the like, which may be complemented with earth berms, masonry or similar materials.

“Lawn” shall mean a space of ground covered with grass.

“Occupant” shall mean a person or entity, including but not limited to a corporation, joint venture, partnership, trust, unincorporated organization or association or limited liability company

or partnership, that, through receipt of a Deed or otherwise, has purchased, leased, rented or has otherwise legally acquired the right to occupy and use any Building, Building Site or any portions of any Building or Building Site, whether or not such right is exercised.

“Owner” shall mean a person or entity, including but not limited to a corporation, joint venture, partnership, trust, limited liability company, partnership or unincorporated organization or association that is the record owner of any fee simple estate, or that has an equity of redemption, in all or any portion of a Building Site;

“Property” shall mean the property described in the first Whereas clause above and as more fully described on Exhibit “A” attached hereto.

“Protective Covenants” shall have the meaning as set forth in the second Whereas clause of this Declaration.

“Sign” shall mean and include every advertising message, announcement, declaration, demonstration, display, illustration, insignia, surface or space erected or maintained in view of the observer thereof for the identification, advertisement or promotion of the interests of any person, entity, product or service. The term “Sign” shall also include the sign structure, supports, lighting systems and any attachments, ornaments or other features used to draw the attention of observers. This definition does not include any flag, badge, or ensign of any government or governmental agency erected for and used to identify said government or governmental agency.

“Street” shall mean any public street or highway, whether presently constructed, dedicated by plat map or contemplated in the future, under a street plan approved by any public authority.

ARTICLE II
PURPOSES OF DECLARATION;
MUTUALITY OF BENEFITS AND OBLIGATIONS

Section 2.1 **Purposes.** The purposes of this Declaration are:

- (a) to insure proper use and appropriate, adequate and reasonable development of the Property and each Building Site located thereon;
- (b) to preserve and enhance the value to each Owner and Occupant of all Buildings and Building Sites;
- (c) to protect against the erection of Improvements constructed of material deemed undesirable or unsuitable by Grantor or by the Architectural Committee;
- (d) to encourage the construction and maintenance of attractive, permanent Improvements that are compatible and harmonious as to appearance, function and location with Improvements situated on or planned for other Building Sites;
- (e) to assure adequate off-street parking space and off-street truck loading and maneuvering facilities on the Property; and

(f) in general to provide for the orderly, aesthetic and high quality architectural and engineering development, improvement and design of the Property and each Building thereon that will promote the general welfare of the then current and future Owners and Occupants.

Section 2.2 Mutuality. The Protective Covenants set forth herein are made for the mutual benefit of each and every Owner and are intended to create reciprocal rights and obligations between the respective Owners and future Owners of all or any portion of the Property; and to create a privity of contract and estate between the grantees of said properties, their heirs, successors and assigns. All Deeds, and any Buildings located on any portion of the Property, shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all the terms, conditions and provisions contained in this Declaration. Every person who is or becomes an Owner of any portion of the Property does by reason of taking such title, by Deed or otherwise, agree to all of the terms, conditions and provisions of this Declaration.

ARTICLE III POWERS, DUTIES, AND RESPONSIBILITIES OF GRANTOR

Except as may be specifically provided herein to the contrary, in each and every instance where approval of plans or of performance of any action is required under the terms and provisions of this Declaration, Grantor hereby reserves unto itself, its successors and assigns, the exclusive right, power and authority (i) to give any and all approvals and to make any and all determinations as are permitted or required by the terms and provisions of this Declaration, and (ii) to take all such other actions as may be contemplated by, or are necessary to effectuate the intent of, this Declaration.

ARTICLE IV LAND USE

The Building Sites shall be used exclusively for high quality industrial, commercial, office, distribution, warehouse and/or retail purposes and such other commercial purposes which are allowed by applicable zoning regulations and approved in advance by Grantor. The foregoing limitation shall not prevent Grantor from constructing, owning, operating, leasing or conveying real property within the Property for service facilities approved by Grantor which are consistent with the purposes of this Declaration.

ARTICLE V GENERAL RESTRICTIONS, COVENANTS AND REQUIREMENTS

The following restrictions, covenants and requirements are imposed on the Property, and on all Buildings, Improvements and Building Sites located thereon, and are binding on all Owners and Occupants, and may be enforced against such Owners and Occupants, jointly and/or severally:

Section 5.1 Use. Each Building and Building Site shall be used for high quality industrial, commercial, office, distribution, warehouse and/or retail purposes, and such other commercial purposes which are allowed by applicable zoning regulations and approved in advance by the Grantor and for service facilities approved by Grantor which are consistent with the purposes of this Declaration. In so using the Building and Building Site, the Owner or Occupant, as the case

may be, shall at all times comply with all present and future safety, health, environmental or other laws, ordinances, orders, rules, regulations and requirements of all federal, state, county and municipal governments, departments, commissions, boards and officers, and all orders, rules and regulations of the National Board of Fire Underwriters or any other body exercising similar functions, which may be applicable to the Building and Building Site. Owner or Occupant, as the case may be, shall (a) comply with all federal, state and local statutes, rules and regulations governing substances or materials identified as toxic, hazardous or otherwise damaging to person or property by reason of its chemical nature (the "Environmental Laws") and (b) promptly notify Grantor and any other affected Owner or Occupant in the event of any discharge, spillage, uncontrolled loss, seepage, release or filtration of oil or petroleum or chemical liquids or solids, particles, liquids or gaseous products, hazardous waste or any product or byproduct of such Owner's or Occupant's operations that may constitute an environmental hazard upon, on or under the Building or Building Site or any other matter relating to the Environmental Laws as they may affect the Property.

Section 5.2 Location of Buildings. All Buildings shall be set back at least thirty (30) feet from each property line of their respective Building Sites, except for underground Improvements such as storage tanks, which may be placed within those portions of setback areas which are not included in the fifteen (15) foot landscaped area identified in Section 5.19.

Section 5.3 Exterior Construction. Materials and Colors. All exterior walls of any Building or other Improvement must be finished with architectural masonry units, natural stone, precast concrete, aluminum or glass materials, or their equivalent, along with such other architecturally and aesthetically suitable building materials as shall be approved in writing by the Grantor. Color shall be harmonious and compatible with colors of the natural surroundings and adjacent Buildings.

Section 5.4 Temporary Structures. No temporary Buildings or other temporary structures shall be permitted on any Building Site; provided, however, trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of a permanent Building. The location and nature of such structures must be submitted to and approved by Grantor and shall be placed as inconspicuously as practicable, shall cause no inconvenience to Owners or Occupants of other Building Sites, and shall be removed not later than thirty (30) days after the date of substantial completion for beneficial occupancy of the Building(s) in conjunction with which the temporary structure was used.

Section 5.5 Antennas, Aerials and Dishes. No exterior radio, television or microwave antenna, aerial, dish or similar facility of any kind shall be erected or maintained on any Building or Building Site without the prior approval of the Grantor.

Section 5.6 Auxiliary Structures. Water towers, storage tanks, processing equipment, skylights, cooling towers, communication towers, vents and any other similar structures or equipment placed upon any Building Site shall be adequately screened from public view and from the view of other Building Sites by a screening method approved in writing by the Grantor prior to the construction or erection of said structures or equipment.

Section 5.7 Utilities; Mechanical Equipment; Roof Projections.

(a) All utility lines, including electrical, shall be underground. Pad mounted transformers, switch gear and similar equipment that must be installed above ground level shall be screened with suitable Landscaping consistent with safety and other regulations of the relevant utility companies. Utility service lines (including, but not limited to, gas, water, sewer, and electricity) shall be connected at points approved in writing by Grantor.

(b) All mechanical equipment shall be located or screened so as not to be visible when viewed from the streets by the general public, shall be aesthetically incorporated into the architectural design of the Building and shall be constructed of materials compatible with those of the Building.

(c) No structure or appurtenance, including but not limited to water towers, standpipes, penthouses, elevators, elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain a Building, fire or parapet walls, skylights, tanks, cooling or other towers or flagpoles shall exceed a height of ten (10) feet above the finished rooftop of any Building, except as may be specifically approved in writing by the Grantor.

Section 5.8 Loading and Servicing Areas. Loading doors, docks, material hauling facilities, accessory structures and servicing areas shall be adequately screened with Landscaping to minimize the effect of their appearance from public areas or neighboring sites. Moreover, loading and servicing areas shall be designed as an integral part of the Building architecture, so that the entire loading and servicing operation can be conducted within the confines of any such area. Loading areas shall not encroach into setback areas along street frontages. Off street loading space shall be designed to include an additional area or means of ingress and egress which shall be adequate for maneuvering.

Section 5.9 Garbage and Debris. No refuse, garbage, trash, grass, shrub or tree clippings, plant waste, compost, bulk materials or debris of any kind shall be kept, stored or allowed to accumulate on any Building Site except within an enclosed structure or container approved by the Grantor or unless appropriately screened from view, in a manner acceptable to the Grantor, except that any refuse or storage container containing such materials and approved by the Grantor may be placed outside at such time as may be reasonably necessary to permit garbage or trash pickup or materials storage. The Grantor, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the type and appearance of permitted trash receptacles, the screening thereof by fences or otherwise, and the manner of storing and using the trash receptacles on the Property.

Section 5.10 Parking and Parking Areas. No parking shall be permitted on any street or drive, or any place other than parking areas located upon Building Sites. Each Owner and Occupant shall be responsible for compliance by its employees and visitors of such rule. All parking visible from public roads shall be visually screened as well as practicable by the use of Landscaping materials. All driveways and areas for parking, maneuvering, loading and unloading shall be paved with asphalt, concrete or similar materials.

Section 5.11 Accumulation of Materials: Storage Areas. No materials, supplies, merchandise, equipment, company-owned vehicles or similar items shall be stored except in an enclosed, covered building or on a site in a location which shall have been adequately screened from the view of adjacent Buildings, public streets and pedestrian walkways by either a fence, wall, landscaping screen or similar manner, but only if approved in writing by the Grantor. Fuel and other storage tanks shall be installed underground wherever practicable and in any event screened from public view.

Section 5.12 Utilities. Other than for street lighting, all pipes, lines and other facilities for utilities, including water, gas, sewer and drainage, and all lines and conduits of any type hereafter installed for the transmission of audio and visual signals or electricity shall be located beneath the ground or within an enclosed structure, except that certain overhead lighting and utility appurtenances may be located above ground if they are adequately screened by Landscaping so as not to be visible from adjacent Buildings, public streets and pedestrian walkways.

Section 5.13 Maintenance of Property. Each Owner or Occupant shall at his or its own expense keep each Building Site owned by him or it, and all Improvements located thereon, in a clean, safe, attractive and aesthetically pleasing condition, in good order and repair, including without limitation, (a) painting and repairing and generally maintaining the exterior of all Buildings and other Improvements at such times as necessary to maintain the appearance of a first class industrial facility, (b) maintaining (including snow removal) and repairing any parking lot, road, driveway, or similar Improvement located within the perimeter of all such Building Sites in a manner and with such frequency as is consistent with good property management, and (c) maintaining and Landscaping all Lawns, trees, grass, shrubs, flowers and other Landscaping in accordance with the requirements of Section 5.20 hereof. The expense of any maintenance, repairs or Landscaping required in this section shall be the sole expense of each individual Owner or Occupant, and the Grantor shall in no way be responsible for any expense related to any maintenance, repair, landscaping or improvement on any Building Site.

Section 5.14 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on or upon any Building Site, nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable disturbance, unsightliness or annoyance to others or which constitutes a trespass against any adjoining Building or Building Site, its Owners, Occupants or subtenants. No excessive emission of fumes, odors, vibration, gasses, radiation, dust, liquid, wastes, smoke or noise shall be emitted from any Building Site.

Section 5.15 Annoying Sounds or Odors. No sound or odor shall be emitted from any Building Site that is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than devices used exclusively for security, fire prevention or fire control purposes, shall be located or used on any Building Site.

Section 5.16 Maintenance of Drainage. Each Building Site shall have appropriate provision for water retainage as may be necessary or appropriate for the Property's overall drainage system, as determined in the reasonable judgment of the Grantor. The established drainage pattern over any Building Site may not be altered except as approved in writing by the Grantor.

Section 5.17 Water Systems. No individual water supply system shall be installed or maintained for any Building or Building Site unless such system is approved by the Grantor and is designed, located constructed and equipped in accordance with the requirements, standards and recommendations of any applicable governmental authority having jurisdiction.

Section 5.18 Curb Cuts. Curb cuts for driveways shall be a minimum of twenty (20) feet from adjacent property lines, except for any driveway which is shared by adjacent Owners.

Section 5.19 Landscaping. Each Building Site shall consist of Landscaping for a minimum of fifteen (15) feet inside the property boundary line along street frontages, which shall constitute one-half (½) of the thirty (30) foot-required street setback. The remainder of the required thirty (30) foot street setback may be used for parking. Every Building Site shall be landscaped in accordance with plans submitted and approved in writing by the Grantor. Landscaping prior to construction may be of such minimal nature as to provide ground cover and control weeds. Landscaping shall be installed within ninety (90) days after completion of Building construction or as soon thereafter as weather will permit and shall be maintained in the manner as outlined below in Section 5.20.

Section 5.20 Maintenance. Any Lawn and all Landscaping shall be properly maintained by Owners and Occupants of the Building or Building Site in a manner and with such frequency as is consistent with good property management.

Section 5.21 Exterior Lighting. All exterior and security lighting shall have underground service and shall be designed, erected, altered and maintained in accordance with plans and specifications approved in writing by the Grantor to the end that lighting shall be compatible and harmonious throughout the Property.

Section 5.22 Fences. Fences along street frontages shall be erected behind the fifteen (15) foot landscaped area required in Section 5.19.

Section 5.23 Signs. All Signs must be approved in writing by Grantor and must conform to the following standards in addition to any sign regulations adopted by the Salt Lake City Corporation. All existing Signs not conforming to these standards, which conformed to the Salt Lake City regulations when erected, are considered to be a legal nonconforming sign, the continued use of which shall be governed by the Salt Lake City Corporation sign regulations relating to nonconforming signs.

(1) With respect to Signs on any Building or on a Building Site, only the following Signs are allowed:

- (a) public necessity Signs identifying danger or hazard on or near the premises;
- (b) Signs offering the property for sale or lease;
- (c) on-premises business Signs directing attention to a use, product, or service conducted on the premises on which it is located;

(d) identification Signs indicating nature of Buildings or uses other than commercial or industrial; and

(e) service Signs giving information to the public such as directions to parking facilities.

(2) In addition to Signs prohibited by Salt Lake City sign regulations, the following Signs are specifically prohibited:

(a) off premises business Signs advertising products or services not provided on the premises; and

(b) roof Signs erected partially or wholly on or over the roof of a Building.

(3) In addition to a front yard setback of fifteen (15) feet required by Salt Lake City sign regulations, a side yard setback of at least fifteen (15) feet is required.

(4) Maximum height of ground Signs supported by a fixed, permanent frame or support in the ground shall be ten (10) feet above the adjacent finish ground elevation.

(5) Business Signs shall be limited to one or more Signs not exceeding one (1) square foot for each two (2) linear feet of frontage occupied by Owner or Occupant, but in no case shall the total area of all business signs associated with one Building exceed one hundred seventy (170) square feet.

(6) Where Buildings are owned or occupied by more than one business entity in the same Building, business Signs must be standardized flat Signs. The Owner shall submit plans for his selected Signs for approval from Grantor. Plans submitted to Grantor for Sign approval must include shape, background color, and size, which will be limited to twelve (12) square feet per occupant, except that Owner may select a predominant Occupant for whom he may make a separate submittal for Sign approval. Size, type and location of the predominant Occupant Sign shall conform to the on-premises business Sign standards herein.

(7) Where five (5) or more business entities occupy the same Building or group of Buildings on one Building Site under common ownership, an approved directory service Sign will be allowed in addition to the on-premises business Sign. Size of a directory Sign shall be limited to an area of ten (10) square feet plus two (2) square feet for each occupant; provided, however, that the total area of the directory Sign shall not exceed seventy-five (75) square feet;

Section 5.24 Animals. No birds, livestock or other animals shall be kept or maintained in any Building or on any Building Site without the express written consent of the Grantor.

Section 5.25 Application of Restrictions. All real property within the Property shall be held, used and enjoyed subject to the limitations, restrictions and other provisions set forth in this Declaration. Reasonable variations from the strict application of the limitations and restrictions in this Article V in any specific case may be granted by the Grantor in accordance with Article VII, if such strict application would be unreasonable or unduly harsh under the circumstances or otherwise

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not in the best interests of, or harmful to, the other Owners and Occupants. Any such variance shall not constitute a waiver or estoppel with respect to any future action by Grantor.

Section 5.26 Pornographic or Obscene Materials. Grantor hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to and in strict accordance with the covenant and restriction that no portion of the Property shall ever be used for any business engaged in selling, exhibiting or delivering pornographic or obscene materials, which restrictive covenant shall preclude, without limitation, the operation on all or any portion of the Property of any business or activity which involves nude dancing, partially nude dancing, the sale, lease or exhibition of sexually oriented devices or novelties or of pornographic or obscene books, magazines, movies, videos or any other type of medium.

ARTICLE VI ZONING AND SPECIFIC RESTRICTIONS

The Protective Covenants shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or otherwise prohibited by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the Protective Covenants shall be taken to govern and control. Any approval of Grantor required in this Declaration does not in any way relieve Owners and Occupants from obtaining approvals required by any governmental body or other person having jurisdiction or other legal rights thereunder.

ARTICLE VII APPROVAL OF PLANS

Section 7.1 Initial Approval of Plans. No construction or exterior alterations of any Building or other Improvements, including Signs, may be commenced without written approval by Grantor of the plans for such construction or alteration. A complete set of plans for the construction of any Building or other Improvements must be signed by the applicant and submitted to Grantor for review. The plans must be in sufficient detail to show the location of the site of the Building or other Improvements, including without limitation the exterior walls of all structures to be built on the Building Site and detailed drawings of all elevations of all Buildings or other Improvements showing the locations of windows, doors, roof pitches and other exterior elements. The plans must include a list of exterior siding and roofing materials. The plans must also include a landscape plan showing the location of driveways, parking lots, walkways, and other hard-surfaced areas. The applicant shall pay a review fee to Grantor of Four Hundred and Fifty Dollars (\$450.00) at the time the plans are submitted to Grantor for review. The purpose of the review fee is to cover the cost and expenses of reviewing the plans. Grantor shall either approve or disapprove plans submitted in writing within thirty (30) days from the date on which they were received, and the failure of Grantor to either approve or disapprove within this period shall constitute approval of said plans. Wherever approval in writing is required by the terms of this Declaration, such requirement shall mean written approval of Grantor secured in the following manner:

- (a) All applications to Grantor shall be addressed as follows:

5600 West L.L.C.
C/O Steven M. Perry
1132 South 500 West
Salt Lake City, Utah 84101

or to any such address as the Grantor shall hereafter designate in writing, addressed to Owners and Occupants by certified or registered mail.

(b) Grantor shall exercise its best judgment to see that all Buildings and Improvements, including Signs constructed within the Property conform to the purposes and requirements of this Declaration; provided, however, Grantor and its employees or agents shall not be held liable to any Owner or Occupant or to anyone submitting plans for approval, or to any other party by reason of a mistake in judgment, negligence or non-feasance arising out of, or in connection with the approval, disapproval or failure to approve any such plans.

(c) Upon the approval of plans by Grantor hereunder, Owner or Occupant shall diligently proceed with the commencement and completion of all approved construction. Unless work on the approved construction shall be commenced within one (1) year from the date of such approval and diligently pursued thereafter, then the approval shall automatically expire, unless Grantor has given a written extension of time.

(d) Approval of plans by the Grantor may be secured prior to acquisition of a Building Site pursuant to the terms of a sales contract.

(e) At such time as Grantor assigns all of its rights and obligations under this Declaration to the Architectural Committee described in Section 9.9 below, then the Architectural Committee shall be responsible to review and approve plans as set forth in this Article VII, and Grantor shall thereupon be relieved of any further responsibility with respect to the review and approval of plans.

(f) Grantor, the Architectural Committee and its members shall not be liable to the applicant or to the Owners or Occupants of any Building Sites for damages or any other remedy as the result of their actions, inactions, or approval or disapproval of any set of plans submitted to Grantor or the Architectural Committee for review. In the absence of bad faith or malicious actions, the Owners and Occupants shall have no claim against Grantor, the Architectural Committee or its members as a result of the performance or failure to perform the duties created by this Declaration. Any persons or entities acquiring an interest in any portion of the Property shall be deemed to have agreed and covenanted that such Owner or Occupant will not bring any action or suit to recover damages against Grantor, the Architectural Committee or its members, or the advisors, officers, employees or agents of any of the foregoing, as the result of the performance by Grantor or by the Architectural Committee of their duties and responsibilities under this Declaration. Each Owner has the right to enforce this Declaration against any other Owner and may seek independent regress against other Owners if such Owner believes the Architectural Committee has acted improperly.

(g) The review by Grantor or by the Architectural Committee of plans

submitted pursuant to this Article VII is limited to those matters expressly described in this Declaration. Grantor and the Architectural Committee shall have no authority over the enforcement of building codes, zoning ordinances or other statutes, laws or ordinances affecting development or improvement of the Property and shall have no liability to any Owner or Occupant whose plans were approved in a manner that included any violation of building codes, zoning ordinances or other statutes, laws or ordinances affecting development or improvement of the Property. Grantor and the Architectural Committee shall not be responsible for reviewing, nor shall the approval by Grantor or the Architectural Committee of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or compliance with any applicable building codes, zoning ordinances or other statutes, laws or ordinances affecting the development or improvement of the Property. The structural integrity of any Building or Improvement constructed within the Property shall not be the responsibility of Grantor or the Architectural Committee. Corrections or changes to plans as may be subsequently required to bring them into conformity with any applicable statutes, laws or ordinances must be reviewed and approved by Grantor or the Architectural Committee prior to construction.

Section 7.2 Approval of Plans for Alteration, Additions or Reconstruction. If, after the initial construction of a Building upon a Building Site, the Owner or Occupant submits plans for alteration, addition or reconstruction, and having received a decision of Grantor, feels that said decision is not consistent with the provisions of this Declaration, such Owner or Occupant may submit the decision to determination by arbitration in the following manner:

(a) The party desiring arbitration shall serve upon Grantor a written notice naming an arbitrator. Within ten (10) days after the delivery of said notice, Grantor shall likewise appoint an arbitrator and notify the party desiring arbitration of such appointment, and if Grantor fails within said ten (10) days so to do, the arbitrator appointed by the party desiring arbitration shall proceed in the determination of plan approval, and his/her decision as to such approval shall be final. If Grantor appoints an arbitrator within the prescribed time, the two arbitrators so appointed shall choose a third arbitrator. The Board of Arbitrators, constituted as aforesaid, shall proceed to determine whether or not the proposed plans shall be approved, and the decision of the board, or of any two members thereof, as to such shall be binding upon the parties hereto. All expenses of such arbitration shall be apportioned equally between the parties to the arbitration.

ARTICLE VIII GENERAL EASEMENTS

Section 8.1 Drainage. Grantor hereby reserves easements over each Building Site for drainage of surface water wherever and whenever reasonably necessary in order to maintain reasonable standards of health, safety and appearance; provided, however, that such easements shall terminate as to any particular Building Site when the initial principal Building and Landscaping approved for such Building Site have been completed. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance.

Section 8.2 Grading. Grantor may at any time make such cuts and fills upon the Property and do such grading and moving of earth as, in its judgment, may be necessary to improve

or maintain the streets in or adjacent to the Property and to drain surface waters therefrom; and may assign such rights to Salt Lake City, Salt Lake County or to any municipal or public authority; provided, however, that after plans for the initial principal Building upon a Building Site shall have been approved by the Grantor as provided herein, the rights of the Grantor under this section shall terminate with respect to all parts of such Building Site other than the easement area thereof, except that Grantor or any such municipal or public authority shall thereafter have the right to maintain existing streets and drainage structures.

Section 8.3 Utilities. Grantor hereby reserves unto itself an easement and right of way, including but not limited to rights of ingress and egress, upon all or any portion of the Property for the limited purpose of constructing, erecting, operating and/or maintaining utilities and similar public or quasi-public improvements on the Property as necessary to complete, construct, develop, expand and improve the Property and the Building Sites. Any use of such easement shall be performed in such a reasonable manner as to minimize the impact of such construction, maintenance, use, etc. upon the Property.

Section 8.4 Maintenance and Interference. Grantor, Owners and Occupants, whichever the case may be, hereby agree to use their best efforts to minimize interference with Owners, Occupants and their guests and/or invitees in connection with the Grantor's use of the easements described in this Article VIII.

ARTICLE IX GENERAL

Section 9.1 Owners Acceptance. The Owner or Occupant of any Building Site on the Property by acceptance of a Deed or other instrument conveying an interest in or title to any portion of the Property, or the execution of a contract for the purchase thereof, whether from the Grantor or a subsequent Owner or Occupant of any portion of the Property, shall accept such Deed or other contract upon and subject to each and all of the Protective Covenants herein contained.

Section 9.2 Indemnity for Damages. Each and every Owner or Occupant and future Owner or Occupant in accepting a Deed or contract for any Building Site agrees to indemnify Grantor for any damage caused by such Owner or Occupant, or the contractor, agent, or employees of such Owner or Occupant to roads, streets, gutters, walkways, or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines or any other type of utility line owned by Grantor or for which Grantor has responsibility at the time of such damage.

Section 9.3 Enforcement. Any Owner or Occupant of any portion of Property shall have the right to enforce the provisions of this Declaration. Enforcement of the provisions of this Declaration shall be by any appropriate proceeding at law or in equity against any Owner or Occupant, person, corporation, trust or other entity violating or attempting to violate said provisions, either to restrain such violation, to enforce liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or charge arising by virtue thereof. Grantor shall not be liable for enforcement of, or failure to enforce, said provisions, and the failure of Grantor or of any Owner or Occupant to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter

Section 9.4 Severability. Every one of the provisions and Protective Covenants of this Declaration is hereby declared to be independent of, and severable from the rest of the provisions and Protective Covenants and of and from every combination of the provisions and Protective Covenants. Invalidation by any court of any provision or restriction in this Declaration shall in no way affect any of the other provisions or Protective Covenants which shall remain in full force and effect.

Section 9.5 Right of Grantor to Modify Protective Covenants With Respect to Unsold Building Sites. Grantor retains the right to establish and declare amendments to this Declaration as Grantor shall, from time to time deem to be reasonably appropriate so long as such amendments do not lessen the Protective Covenants for any Building Site as contained herein or increase the rights of Grantor as to any Building Site. Such amendments shall be effective as to all portions of the Property that have not been previously conveyed to parties other than Grantor by deed, lease, or otherwise. In the event that the Owner or Occupant of any Building Site previously conveyed joins in the execution of any such amendment, then such amendment shall be effective also as to such Building Site. Any amendment shall be effective immediately upon the recording thereof in the office of the Recorder of Salt Lake County, Utah. This Declaration may not be modified to exempt any Building Site from any of the Protective Covenants in this Declaration.

Section 9.6 Captions. The captions preceding the various sections and subsections of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Declaration. Wherever and whenever applicable, the singular form of a word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

Section 9.7 Mortgages; Deeds of Trust. Breach of any of the provisions of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made of good faith and for value within the Property; but the provision of this Declaration shall be binding upon and effective against any Owner or Occupant of said Property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

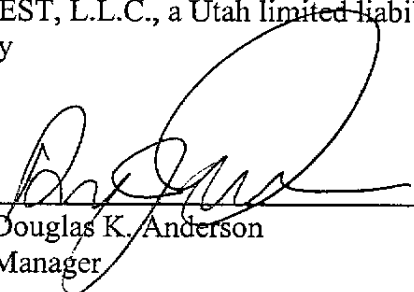
Section 9.8 Duration, Modification and Termination. The conditions, restrictions, covenants, easements and reservations set forth in this Declaration shall run with and bind the land within the Property and shall be and remain in effect, and shall inure to the benefit of, and be enforceable by Grantor or the Owner of any property subject to this Declaration, their heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded with the Salt Lake City Recorder unless extended for one or more successive terms of twenty (20) years by Grantor, its successors or assigns, in its or their absolute discretion; provided, however, that this Declaration may be amended or terminated by Grantor by an instrument in writing, properly executed, acknowledged and filed with the Salt Lake City Recorder; and provided further that such amendment or termination shall not adversely affect any Owner's or Occupant's rights to use its Building Site for purposes consistent with this Declaration at the time of such Owner's or Occupant's first ownership or occupancy of the Building Site in question.

Section 9.9 Assignability. Grantor may assign all of its rights and obligations herein to an Architectural Committee consisting of five (5) persons of Grantor's choice. By the acceptance of such assignment, the Architectural Committee shall thereafter have the same rights and be

subject to the same obligations as are given and assumed by Grantor herein. Upon such assignment, Grantor shall be released from all obligations under this Declaration which shall arise thereafter, but not from obligations under this Declaration arising prior to such assignment. After Grantor initially designates the members of an Architectural Committee to assume and perform the obligations of Grantor hereunder, the members of the Architectural Committee shall thereafter be elected on an annual basis by a majority vote of all of the Property Owners within Legacy Industrial Park. The Owner of each separate Lot within Legacy Industrial Park shall be entitled to cast one vote for each vacancy to be filled on the Architectural Committee. If a Lot is owned by more than one Owner, then the Owners of such Lot shall have the obligation to agree among themselves as to how the vote with respect to such Lot shall be exercised in the election of the members of the Architectural Committee. Once the Architectural Committee is created by Grantor, all action taken by the Architectural Committee shall be determined by a majority vote of the members of the Architectural Committee.


IN WITNESS WHEREOF, Grantor has caused this instrument to be signed by a duly authorized person on the date first above written.

5600 WEST, L.L.C., a Utah limited liability company

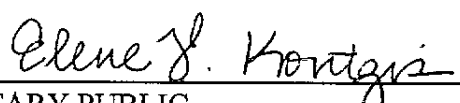
By: 
 Douglas K. Anderson
 Title: Manager

STATE OF UTAH)
 : ss.
 COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 11th day of January, 1999, by Douglas K. Anderson in his capacity as the Manager of 5600 West, L.L.C., a Utah limited liability company.

 Notary Public
 ELENE V. KONTGIS
 1132 South 500 West
 Salt Lake City, Utah 84101
 My Commission Expires
 August 15, 2001
 State of Utah

My Commission Expires 8-15-01


 NOTARY PUBLIC
 Residing at: Salt Lake County, Utah

BK 8226 PG 2041

**EXHIBIT A
TO
RESTRICTIVE COVENANT**

Legal Description of the Property

That certain real property located in Salt Lake City, Salt Lake County, State of Utah, more particularly described as follows:

**LEGACY INDUSTRIAL PARK
BOUNDARY DESCRIPTION**

Beginning at the intersection of the Westerly line of the Los Angeles and Salt Lake Railroad right of way and the Northerly Right of Way line of 1300 South Street, said point being N 89°55'44" W 90.00 feet along the Section Line and N 00°01'23" E 33.00 feet from the Southeast Corner of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence N 89°55'44" W along said Northerly Line 1319.11 feet to the Easterly line of the Utah Power and Light Right of Way; thence along said Utah Power and Light Right of Way the following three (3) calls: N 00°02'17" W 2085.34 feet, thence N 02°53'49" E 176.04 feet; thence N 00°02'08" W 1274.52 feet to the Southerly line of Union Pacific Railroad Right of Way; thence S 86°57'39" E along Southerly line 649.02 feet to a point of non-tangency with a 930.37 foot radius curve to the right; thence Southeasterly 1193.05 feet along said curve through a central angle of 73°28'22" (chord bears S 36°42'46" E 1112.97 feet) to the Westerly line of the Los Angeles and Salt Lake Railroad Right of Way; thence S 00°01'23" W 2610.70 feet to the point of beginning.

Less and excepting the following parcel:

Beginning at a point on the Easterly line of the the Utah Power and Light Right of Way, said point being N 89°55'44" W 1413.11 feet along the Section Line and N 00°04'16" E 2118.08 feet from the Southeast Corner of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence N 02°53'49" E along said Utah Power and Light Right of Way 176.04 feet, thence N 61°35'00" E 1302.23 feet, thence N 80°26'00" E 122.11 feet to a point of non-tangency with a 930.37 foot radius curve to the right, thence Southeasterly 114.24 feet along said curve through a central angle of 07°02'08" (chord bears S 14°45'19" E 114.17 feet), thence S 61°35'00" W 1482.32 feet to the point of beginning.

Parcel contains 97.61 acres, more or less.

BK8226PG2042