

MNT 01030708
When recorded return to:
5600 West, L.L.C.
1132 South 500 West
Salt Lake City, Utah 84101

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12/28/2001 04:07 PM 30.00
Book - 8548 Pg - 852-855
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
BY: SEM, DEPUTY - WI 4 P.

**FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS,
CONDITIONS AND RESTRICTIONS FOR**

"LEGACY INDUSTRIAL PARK"

THIS FIRST AMENDMENT to the Amended and Restated Declaration of Protective Covenants, Agreements, Easements, Conditions and Restrictions for LEGACY INDUSTRIAL PARK (the "First Amendment") is made this 28th day of December 2001, by 5600 WEST, L.L.C., a Utah limited liability company (hereinafter referred to as "Grantor") for the purpose of amending that certain Amended and Restated Declaration of Protective Covenants, Agreements, Easements, Conditions and Restrictions for Legacy Industrial Park dated January 8, 1999, and recorded in the office of the Salt Lake County Recorder on January 12, 1999, as entry number 7219849 in book 8226 beginning with page 2027 (the "Declaration") and is based upon the following:

A. The legal description of the property covered by the Declaration is Lots 1 through 15 of Legacy Industrial Park, together with all streets, easements and appurtenances, according to the official plat thereof on file with the Sale Lake County Recorder (the "Subdivision").

B. Grantor has previously sold Lot 1 in the Subdivision to Elliott F. Christensen ("EFC").

C. Grantor is under contract to sell lots 2 and 3 in the Subdivision to Zeigler Sales, Inc., a Utah corporation ("Purchaser"). The parties referred to in recitals B and C are related parties.

D. Purchaser desires certain amendments to the Declaration as a condition to the purchase with the First Amendment to be recorded concurrently with the closing of the purchase.

E. Grantor, in order to complete the purchase, desires to make this First Amendment in accordance with Sections 9.5 and 9.8 of the Declaration, and affirms that: (a) this First Amendment does not "lessen the protective covenants for any building site herein or increase the rights of Grantor as to any building site;" and (b) this First Amendment does not "adversely affect any owners' or occupants' rights to use its building site for purposes consistent with this Declaration at the time of such owners or occupants first ownership or occupancy of the Building Site in question."

NOW, THEREFORE, for the consideration herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby amends and modifies the Declaration in the following and only in the following respects:

1. If the owner of lots 1 and 2 or lots 2 and 3, or lots 1, 2 and 3 decide to combine said lots, either any two adjoining lots, or all three, as one building site, said owners may terminate the easements running between those lots and may build across those lot lines without regard to the side yard set-back requirements with respect to those lot lines as set forth in the Declaration.

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2. Prior to constructing buildings on the lots, the lot owners may keep animals on one or more or all of said lots.

3. Lot 1 may have a sign on its California Avenue frontage with a height of up to 25 feet, so long as the sign complies with the requirements of Salt Lake City.

4. Grantor is still the owner of lots in the subdivision and retains the powers, duties and responsibilities of Grantor as described in Article 3 of the Declaration.

5. Nothing herein shall be deemed to exempt the owners of lots 1, 2 and 3 from the planning and zoning and other requirements of Salt Lake City.

~~6. If there is any litigation between to enforce or interpret any provisions hereof or rights arising hereunder, the unsuccessful party in such litigation, as determined by the court, shall pay to the successful party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees incurred by the successful party, such fees to be determined by the court sitting without a jury.~~

RAK
DP

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

GRANTOR:

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

By: *Douglas K. Anderson*
Douglas K. Anderson, Manager

PURCHASER:

Zeigler Sales, Inc., a Utah corporation

By: *[Signature]*
Its: President

("EFC"):

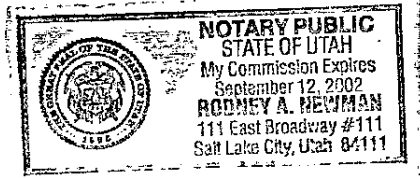
[Signature]

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

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On this 28th day of December, 2001, personally appeared before me, Douglas K. Anderson, known to me to be the Manager of 5600 West, L.L.C., a Utah limited liability company, who acknowledged to me that he executed the same.

Witness my hand and official seal.



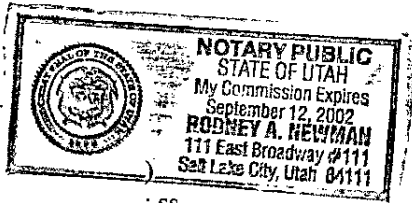
Douglas K. Anderson

Notary Public
Residing at:
My Commission Expires:

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 28th day of December, 2001, personally appeared before me, Richard H. Kimball, known to me to be the President of Zeigler Sales, Inc., a Utah corporation, who acknowledged to me that he executed the same.

Witness my hand and official seal.



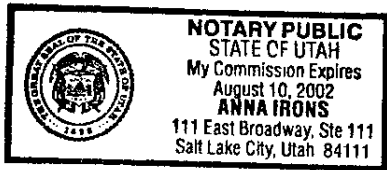
Richard H. Kimball

Notary Public
Residing at:
My Commission Expires:

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 28th day of December, 2001, personally appeared before me, Elliott F. Christensen, who acknowledged to me that he executed the same.

Witness my hand and official seal.



Anna Irons

Notary Public
Residing at: *Salt Lake*
My Commission Expires: *10-10-02*

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EXHIBIT "A"
to
First Amendment

[Legal Description of the Subdivision]

Lots 1 through 15 of Legacy Industrial Park, according to the official plat thereof on file with the Sale Lake County Recorder.