

MAINT: 02033879

MAIL B:

ELLIOTT F. CHRISTENSEN
8678 SUGARLOAF CIRCLE
SANDY, UTAH 84093

14-11-427-001;002;006;007

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01/22/2003 03:56 PM 32.00
Book - 8724 Pg - 5086-5090
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
BY: JCR, DEPUTY - UI 5 P.

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

"LEGACY INDUSTRIAL PARK"

THIS SECOND 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 21st day of January 2003, 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 is under contract to sell Lots 10 and 11 in the Subdivision to Heughs Creek Associates, LLC, a Utah limited liability company ("Purchaser").

C. Purchaser desires certain amendments to the Declaration as a condition to the purchase with this Second Amendment to be recorded concurrently with the closing of the purchase.

D. Grantor, in order to complete the purchase, desires to make this Second Amendment in accordance with Sections 9.5 and 9.8 of the Declaration, and affirms that: (a) this Second 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 Second 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 10 and 11 decides to combine said Lots, said owner 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.

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

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3. Lots 10 and 11 may have a sign on its 5600 West 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 10 and 11 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.

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

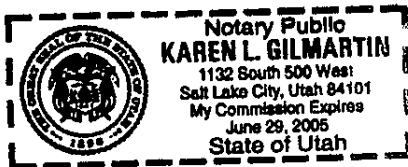
PURCHASER:

HEUGHS CREEK ASSOCIATES, LLC, a Utah limited liability company

By: _____
Its: _____

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 16th day of January 2003, 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.



Karen L. Gilmartin
Notary Public

3. Lots 10 and 11 may have a sign on its 5600 West 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.

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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, Manager

PURCHASER:

HEUGHS CREEK ASSOCIATES, LLC, a Utah limited liability company

By: Elliott F. Christensen
Its: Manager


STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this ___ day of January 2003, 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.

Notary Public

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 21st day of January 2003, personally appeared before me, Elliot F. Christensen, known to me to be the manager of Heughs Creek Associates, LLC, a Utah limited liability company, who acknowledged to me that he executed the same.



Notary Public

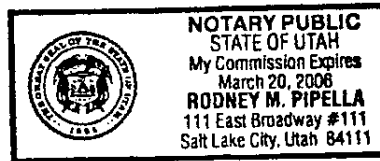


EXHIBIT "A"
to
Second Amendment

[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.