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21 DECEMBER 88 09:20 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
PRICE DEVELOPMENT COMPANY
REC BY: D DANGERFIELD, DEPUTY

AMENDED AND RESTATED
RULES, REGULATIONS, AND RESTRICTIVE COVENANTS
TECHNOLOGY PARK

The undersigned constitute the various owners of parcels within that certain real property located within West Valley City, Utah and known as Technology Park. A legal description of Technology Park is attached hereto as Exhibit A. The undersigned desire, by this instrument, to amend and restate the Rules, Regulations and Restrictive Covenants (the "Covenants") which encumber Technology Park, and, to that end, agree as follows:

I. PERMITTED USES. These Covenants are designed to create an attractive environment for the conducting business enterprises which do not create a hazard or are not offensive due to appearance or to the emission of noxious odors, smoke, or noise, and to conduct wholesale and retail operations, warehouse operations, research laboratories, central office facilities and selective supporting facilities. Price Development Company, as the developer of Technology Park (the "Developer") shall review the proposed use of each parcel of land and approve each use, keeping in mind the broad outlines of the purpose of this office and commercial park. All uses which presently exist (on the recording date of this Instrument) within Technology Park are hereby deemed approved.

II. PROHIBITED USES. No portion of the property may be occupied for any of the following uses:

- (1) Residential purposes except for the dwelling of watchman or other employees attached to a particular enterprise authorized in the area.
- (2) Storage in bulk of any junk, wrecked autos or bulk materials of any nature which are visible from adjacent streets or parcels.
- (3) No portion of the premises or any building or structure thereon at any time shall be used for the manufacture, storage, distribution, or sale of any products or items which shall increase the fire hazard of adjoining property; or for any business which constitutes a nuisance or causes the emission of odors of a gas injurious to products manufactured or stored on adjoining premises or which emit undue noise or for any purpose which will injure the reputation of said premises or the neighboring property or for any use which is in violation of any of the laws of Salt Lake County, or the State of Utah.

III. LAND USE. All buildings constructed in Technology Park shall maintain the following setbacks and landscaped areas:

- (1) Front Yards: All buildings shall be attractively oriented to the fronting street and shall maintain a minimum setback of thirty-five (35) feet from the curb. Buildings located on a curved street shall be located such that the closest point is not less than twenty (20) feet from the curb. Parking shall not extend across the entire front of property. Up to twenty percent (20%) of a front yard may be devoted to customer parking, and a landscaped buffer of not less than ten (10) feet shall be maintained in front of each building, unless prior approval is obtained from Developer.
- (2) Side Yards: When parking or driveways exist within the side yard of any building, landscaped buffer of not less than ten (10) feet in width shall be maintained between building, parking areas, or driveways.

BY: 6091 REE 245

- (3) Rear Yards: Rear yards of all buildings shall be landscaped and maintained as an integral part of the entire project. Where parking, service yards, loading docks, etc. occur in the rear of buildings, and do not extend across the entire rear of the building, the remaining portion shall be landscaped.
- (4) Refuse and Miscellaneous Storage: Where exterior space is needed for storage or the location of garbage collection equipment, it shall be visually screened by a wall or fence no less than five (5) feet in height and of materials compatible and similar to the contiguous building. Every effort should be made to landscape around such facilities.

IV. SIGNS. Sign criteria have been established for the purpose of assuring an attractive development and for the mutual benefit of all occupants and their invitees. Signs installed as nonconforming or unapproved must be brought into conformance at the expense of each parcel owner.

A. General Requirements:

1. Each parcel owner or occupant shall submit or cause to be submitted to Developer for approval, before fabrication, at least three (3) copies of detailed drawings indicating the location, size, layout, design and color of the proposed signs, including all lettering and/or graphics.
2. All permits for signs and their installation shall be obtained by the parcel owner or his representative, and shall conform to all local building and electrical codes.
3. All signs shall be constructed and installed at parcel owner's expense.
4. Parcel owner shall be responsible for the fulfillment of all requirements of these criteria.

B. General Specifications

1. No animated, flashing, or audible signs will be permitted.
2. No exposed lamps or tubing will be permitted. No exposed raceways, crossovers, conduit or brackets will be permitted. All cabinets, conductors, transformers and other equipment shall be concealed.
3. Electrical service to all signs shall be on each occupant's own meter.

C. Location of Signs:

1. Each parcel owner will be permitted to install one illuminated or non-illuminated sign on the face of the building and one monument sign not to exceed eight (8) feet in height and nineteen (19) feet in width within its parcel. The maximum projection of the sign from the face of the building without special variance shall be nine (9) inches.
2. No signs perpendicular to the face of the building will be permitted.
3. No signs shall be allowed or located on canopies, overhangs, or on the roof structure.
4. No free standing, or pylon type signs shall be allowed, other than the Developer's signs used for advertising or denoting the Technology Park complex.

D. Design Requirements:

1. The content of all signs on the face of buildings shall be limited to the name of the occupant thereof and/or its corporate symbol. Wording of signs shall not include the product(s) sold except as part of such occupant's trade names or insignia.

EX-103174 246

2. Signs shall be designed as an integral part of the building face with letter size and location approximately scaled and proportioned to the overall building size. The design of all signs, including style and placement of letterings, size, color, materials and method of illumination, shall be subject to the approval of Developer. All signs which presently exist (on the recording date of this instrument) are deemed approved.

E. Construction Requirements:

1. All exterior signs, bolts, fastenings and clips shall be enamelling iron with porcelain enamel finish, stainless steel, aluminum, brass or bronze or other rust free metal. No black iron materials of any type will be permitted.

2. All letters shall be fabricated using full-welded construction. Location of all openings for conduit in sign panels of building walls shall be indicated by the sign contractor on drawings submitted to Developer. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition. No labels will be permitted on the exposed surface of signs except those required by local ordinance which shall be applied in an inconspicuous location. Sign contractors shall repair any damage to any work caused by their work.

F. Miscellaneous Requirements:

1. At the termination of occupancy, each occupant shall remove its sign and repair damaged area to its original condition before its sign was erected.

2. Each occupant, his representative, or his sign contractor shall repair and maintain in a clean and orderly fashion, all signs. If such occupant fails to repair or maintain said sign(s) after ten (10) days written notice to do so from the Developer, Developer may repair, clean or maintain said sign(s) and the cost thereof shall be payable by such occupant to Developer upon demand as additional rent.

3. The candlepower of each illuminated sign shall be approved by Developer.

V. STORAGE. No land or buildings shall be used so as to permit the keeping of articles, goods or materials exposed to public view.

VI. LOADING DOCKS. Truck loading docks will not be permitted on any frontage road in Technology Park, except as permitted by Developer. All docks shall be set back at least sixty-five (65) feet from the curb and gutter line.

VII. CONSTRUCTION REQUIREMENTS AND COMMITTEE APPROVAL. Construction or alteration of all buildings in Technology Park shall meet the standards provided for in these Covenants. Each parcel owner, prior to construction or alteration of any building must submit (2) sets of proposed plans and specifications to Developer for approval. Developer shall review the plans to assure that exterior design, materials, color of materials and quality of the work contemplated is compatible with the structures and improvements existing or planned in Technology Park. Written approval of such plans by Developer shall be proof of compliance with these restrictions.

The building codes of West Valley City in effect at the time of any construction shall apply.

VIII. DESIGN. Any building erected on the property shall be of exterior finish and of a design compatible with those structures and improvements existing and planned for Technology Park as interpreted by Developer. All sides of said building must be finished in a manner similar to and compatible with the front of the building. Should a duplex type building be

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constructed, the type and color of face brick, or other finish materials, must be the same over the entire exterior of the building. All other types of construction not covered in the above must first be submitted to and have the written approval of Developer.

Plans and specifications for the construction, installation or alteration of all signs, loading docks, parking facilities and landscaped areas must be submitted to and have written approval of Developer.

Developer shall review the proposed use of the property and shall reserve the right to refuse to approve any plan for a use which, in its opinion, is not in keeping with the proposed concept of Technology Park. Where a proposed development could become offensive, Developer shall have the right to require special equipment or special design features to overcome such conditions. In all cases where approval of Developer is required, Developer shall act within fifteen (15) days from date of request.

IX. LANDSCAPING AND MAINTENANCE. A landscaping and watering system plan will be provided by each parcel owner to Developer for approval to assure its compatibility with the Project. Subject to weather conditions and other events of force majeure, landscaping must be complete within ninety (90) days of completing the building, or Developer may have it done at the parcel owner's expense. The 90 day time period may be extended by mutual consent between Developer and a parcel owner, which consent by Developer shall not be unreasonably withheld if such extension is requested because the design and techniques for installation requires additional time. Maintenance of all exterior landscaped areas within the street right-of-ways will be provided by Developer and each parcel owner will reimburse Developer for its pro rata share of such maintenance.

X. EXTERIOR LIGHTING. All exterior floodlights, spotlights, parking or landscape lighting and any other exterior lighting application shall be in conformity with the style and intensity of lighting established in Technology Park, and shall be submitted (by plan and specification) to the Developer for approval prior to installation.

XI. EMPLOYEE PARKING. Parking areas as provided by each parcel owner shall be used for vehicle parking and no other purpose. Such areas shall not be used for buildings unless additional parking consistent with the ratio set forth below is provided contiguous or adjacent thereto.

The following parking ratio shall exist on each parcel: the required parking to building area ratio per applicable code, as such may be modified by variance, issued by local governmental authority having jurisdiction. No parking will be allowed on the roadways of the Project.

XII. MISCELLANEOUS.

No storage of vehicles shall be allowed other than those directly used in the operation of normal business.

No maintenance or repairs of vehicles shall be allowed in any common area or areas reserved for customer or employee parking.

No common areas reserved for customer employee parking shall be used for motorcycle traffic or off highway vehicles similar to mini bikes, motorcycles, dune buggies, snowmobiles or any similar vehicle not normally used on streets or subject to regulated registration.

All utility systems will be underground and approved before installation.

No heating, air conditioning, electric, or other equipment shall be installed on the roof of any building or structure, or hung on exterior walls unless the same is screened, covered, or installed in a manner which shall first have been approved by the Developer.

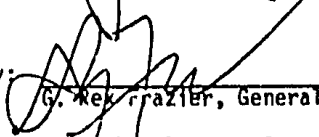
EX-1091 RE 248

This instrument amends and supercedes, in its entirety, each and every other similar set of rules, regulations and restrictive covenants which encumber any portion of Technology Park, whether such other similar set of covenants has been previously recorded as a separate instrument or has been attached to, or referenced in, a lease or a deed.

IN WITNESS WHEREOF, the parties have executed this instrument as of the _____ day of _____, 1987, and declare that it shall be binding upon each of them and their respective successors and assigns and shall run with the land encumbering their respective interests in each of the parcels contained within Technology Park.

TECHNOLOGY PARK, a general partnership

By: 
John Price, General Partner

By: 
G. Rex Frazier, General Partner

By: Price Development Company, a
Utah Corporation, General Partner

By: 
Its _____

By: KUTV Properties, Inc., a Utah
corporation, General Partner

By: _____
Its _____

By: KUTV Investment, Inc., a Nevada
Corporation, General Partner

By: _____
Its _____

KP ASSOCIATES, LTD, a Limited
Partnership

By: 
John Price, General Partner

By: _____
Warren P. King, General Partner

EX 09171 249

This instrument amends and supercedes, in its entirety, each and every other similar set of rules, regulations and restrictive covenants which encumber any portion of Technology Park, whether such other similar set of covenants has been previously recorded as a separate instrument or has been attached to, or referenced in, a lease or a deed.

IN WITNESS WHEREOF, the parties have executed this instrument as of the _____ day of _____, 1987, and declare that it shall be binding upon each of them and their respective successors and assigns and shall run with the land encumbering their respective interests in each of the parcels contained within Technology Park.

TECHNOLOGY PARK, a general partnership

By: _____
John Price, General Partner

By: _____
G. Rex Frazier, General Partner

By: Price Development Company, a
Utah Corporation, General Partner

By: _____
Its _____

By: KUTV Properties, Inc., a Utah
corporation, General Partner

By: _____
Its _____

By: KUTV Investments Inc., a Nevada
Corporation, General Partner

By: _____
Its _____

KP ASSOCIATES, LTD, a Limited
Part orship

By: _____
John Price, General Partner

By: _____
Warren P. King, General Partner

EX-691 250

This instrument amends and supercedes, in its entirety, each and every other similar set of rules, regulations and restrictive covenants which encumber any portion of Technology Park, whether such other similar set of covenants has been previously recorded as a separate instrument or has been attached to, or referenced in, a lease or a deed..

IN WITNESS WHEREOF, the parties have executed this instrument as of the _____ day of _____, 1987, and declare that it shall be binding upon each of them and their respective successors and assigns and shall run with the land encumbering their respective interests in each of the parcels contained within Technology Park.

TECHNOLOGY PARK, a general partnership

By: _____
John Price, General Partner

By: _____
G. Rex Frazier, General Partner

By: Price Development Company, a
Utah Corporation, General Partner

By: _____
Its _____

By: KUTV Properties, Inc., a Utah
corporation, General Partner

By: _____
Its _____

By: KUTV Investment, Inc., a Nevada
Corporation, General Partner

By: _____
Its _____

KP ASSOCIATES, LTD, a Limited
Partnership

By: _____
John Price, General Partner

By: _____
Harren P. King, General Partner

EX-091172 251

YSP GENERAL PARTNERSHIP, an Arizona
General Partnership

By: George J. Savage
Its General Partner

S. W. SOUVALL COMPANY, a Limited
Partnership

By: Sam W. Souvall
Its General Partner

JOHNSON CONTROLS, INC.

By: _____
Its _____

SHIRE PACIFIC HOLDINGS, INC., a
corporation

By: _____
Its _____

~~MERVYN'S, a California Corporation~~

By: William J. Stewart
Its President

~~INTELMOUNTAIN DESIGN, INC., a Utah
Corporation~~

By: William J. Stewart
Its President

REV 09/17/82 282

YSP GENERAL PARTNERSHIP, an Arizona
General Partnership

By: _____
Its _____

S. W. SOUVALL COMPANY, a Limited
Partnership

By: _____
Its _____

JOHNSON CONTROLS, INC.

By: *[Signature]*
Its *GRANT NIMBLE*

SWIRE PACIFIC HOLDINGS, INC., a
corporation

By: *[Signature]*
Its *[Signature]*

MERVYN'S, a California Corporation

By: _____
Its _____

INTERMOUNTAIN DESIGN, INC., a Utah
Corporation

By: _____
Its _____

BOX 691 ME 253

YSP GENERAL PARTNERSHIP, an Arizona
General Partnership

By: _____
Its _____

S. W. SOUVALL COMPANY, a Limited
Partnership

By: _____
Its _____

JOHNSON CONTROLS, INC.

By: _____
Its _____

SWIRE PACIFIC HOLDINGS, INC., a
corporation

By: _____
Its _____

MERVYN'S, a California Corporation

By: Robert W. Wilkin *rlw*
Its VICE PRESIDENT

INTERMOUNTAIN DESIGN, INC., a Utah
Corporation

By: _____
Its _____

FORM 991 REV 254

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

On the 9 day of September, 1988, personally appeared before me JOHN PRICE, the signer of the foregoing instrument, who duly acknowledged to me that he is a general partner of TECHNOLOGY PARK, a general partnership, and did acknowledge to me that he executed the same.

Kay Middlemas
NOTARY PUBLIC
Residing at Salt Lake County

My Commission Expires:
9/9/92

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

On the 9 day of September, 1988, personally appeared before me G. REX FRAZIER, the signer of the foregoing instrument, who duly acknowledged to me that he is a general partner of TECHNOLOGY PARK, a general partnership, and did acknowledge to me that he executed the same.

Kay Middlemas
NOTARY PUBLIC
Residing at Salt Lake County

My Commission Expires:
9/9/92

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

On the 9 day of September, 1988, personally appeared before me G. Rex Frazier, known to me to be the President of PRICE DEVELOPMENT COMPANY, the corporation that executed the within Instrument and known to me to be the persons who executed the within Instrument on behalf of said corporation, said corporation being known to me to be a general partner of TECHNOLOGY PARK, the partnership that executed the within Instrument, and acknowledged to me that such corporation executed the same on behalf of such partnership.

Witness my hand and official seal.

Kay Middlemas
NOTARY PUBLIC
Residing at Salt Lake County

My Commission Expires:
9/9/92

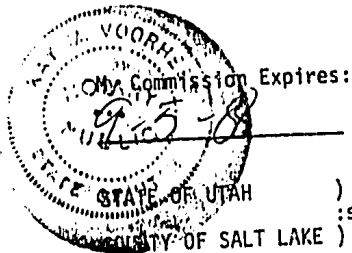
FOR 1991 FILE 255

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

On the 26 day of August, 1988, personally appeared before me Jeffrey Hatcher known to me to be the Treasurer of KUTV PROPERTIES INC., a Utah Corporation, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be a general partner of TECHNOLOGY PARK, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same on behalf of such partnership.

Witness my hand and official seal.

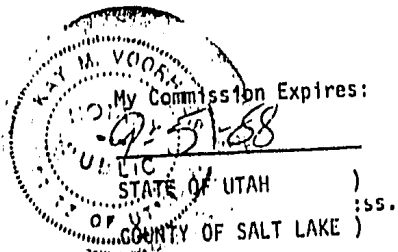
Laym Voorhes
NOTARY PUBLIC
Residing at Salt Lake County



On the 26 day of August, 1988, personally appeared before me Jeffrey Hatcher known to me to be the Treasurer of KUTV INVESTMENT, INC., a Nevada Corporation, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be a general partner of TECHNOLOGY PARK, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same on behalf of such partnership.

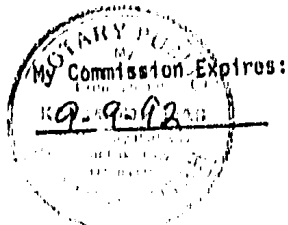
Witness my hand and official seal.

Laym Voorhes
NOTARY PUBLIC
Residing at Salt Lake County



On the 9 day of September, 1988, personally appeared before me JOHN PRICE, the signer of the foregoing instrument, who duly acknowledged to me that he is a general partner of KP ASSOCIATES, a general partnership, and did acknowledge to me that he executed the same.

Kay Middleton
NOTARY PUBLIC
Residing at Salt Lake County

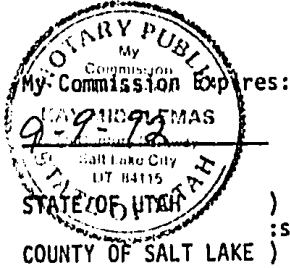


BOOK 1609 PAGE 256

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

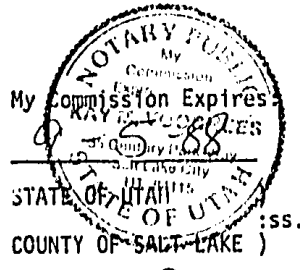
On the 9 day of September, 1988, personally appeared before me WARREN P. KING, the signer of the foregoing instrument, who duly acknowledged to me that he is a general partner of KP ASSOCIATES, a general partnership, and did acknowledge to me that he executed the same.

Kay Middlemas
NOTARY PUBLIC
Residing at Salt Lake County



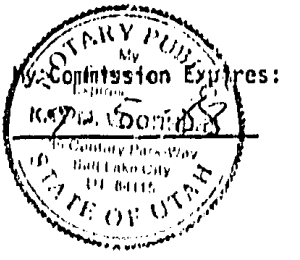
On the 26 day of August, 1988, personally appeared before me George Souvall the signer of the foregoing instrument, who duly acknowledged to me that he is the general partner of YSP GENERAL PARTNERSHIP, an Arizona general partnership, and did acknowledge to me that he executed the same.

Kay M. Vozzhen
NOTARY PUBLIC
Residing at Salt Lake County



On the 26 day of August, 1988, personally appeared before me Sam Souvall the signer of the foregoing instrument, who duly acknowledged to me that he is the general partner of S. W. SOUVALL COMPANY, a limited partnership, and did acknowledge to me that he executed the same.

Kay M. Vozzhen
NOTARY PUBLIC
Residing at Salt Lake County



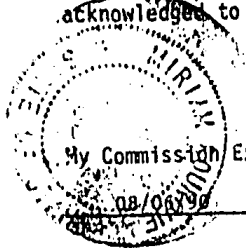
FORM 6091 REV 257

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

On the 15th day of SEPTEMBER, 1988, personally appeared before me, BRENT L. NEILSON known to me to be the BRANCH MANAGER of JOHNSON CONTROLS, INC., a MILW. Corporation, and such individual acknowledged to me that the within instrument was executed by them in behalf of said corporation by authority of its bylaws and such individuals acknowledged to me that said corporation did execute the same.

Miriam L. Baugue
2255 TECHNOLOGY PKWY.

Residing at WEST VALLEY CITY, UT.

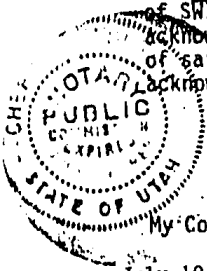


My Commission Expires:

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

On the 14th day of October, 1988, personally appeared before me, L.S. Dall'Olio known to me to be the Vice President of SHIRE PACIFIC HOLDINGS, INC., a _____ Corporation, and such individual acknowledged to me that the within instrument was executed by them in behalf of said corporation by authority of its bylaws and such individuals acknowledged to me that said corporation did execute the same.

Charles L. Benthlich
Residing at Salt Lake City, UT



My Commission Expires:

July 19, 1989

STATE OF _____)
 :ss.
 COUNTY OF _____)

On the ___ day of _____, 1988, personally appeared before me, _____ known to me to be the _____ of MERVYN'S, a California Corporation, and such individual acknowledged to me that the within instrument was executed by them in behalf of said corporation by authority of its bylaws and such individuals acknowledged to me that said corporation did execute the same.

Residing at _____

My Commission Expires:

004 (091) 258

STATE OF _____)
) :ss.
COUNTY OF _____)

On the ___ day of _____, 1988, personally appeared before me, _____ known to me to be the _____ of JOHNSON CONTROLS, INC, a _____ Corporation, and such individual acknowledged to me that the within instrument was executed by them in behalf of said corporation by authority of its bylaws and such individuals acknowledged to me that said corporation did execute the same.

Residing at _____

My Commission Expires:

STATE OF _____)
) :ss.
COUNTY OF _____)

On the ___ day of _____, 1988, personally appeared before me, _____ known to me to be the _____ of SHIRE PACIFIC HOLDINGS, INC, a _____ Corporation, and such individual acknowledged to me that the within instrument was executed by them in behalf of said corporation by authority of its bylaws and such individuals acknowledged to me that said corporation did execute the same.

Residing at _____

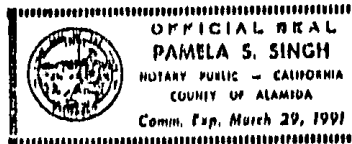
My Commission Expires:

STATE OF California)
) :ss.
COUNTY OF Alameda)

On the 25th day of Nov., 1988, personally appeared before me, Robert M. ... known to me to be the Vice President of MERVYN'S, a California Corporation, and such individual acknowledged to me that the within instrument was executed by them in behalf of said corporation by authority of its bylaws and such individuals acknowledged to me that said corporation did execute the same.

Pamela S. Singh
Residing at Shylock, Cal

My Commission Expires:
Mar. 29, 1991

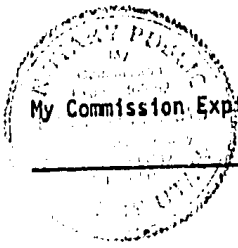


FOR 6091 REC 239

STATE OF Utah
COUNTY OF Salt Lake

On the 23 day of December, 1988, personally appeared before me, Norm Middlemas known to me to be the President of INTERMOUNTAIN DESIGN, a Utah Corporation, and such individual acknowledged to me that the within instrument was executed by them in behalf of said corporation by authority of its bylaws and such individuals acknowledged to me that said corporation did execute the same.

Norm Middlemas
Residing at Salt Lake County



FORM 1600 280

EXHIBIT "A"

LEGAL DESCRIPTION OF
TECHNOLOGY PARK

Beginning at a point South 0° 04' 50" East 50.00 feet and North 89° 55' 10" East 40.00 feet from the North Quarter Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 89° 43' 44" East 1285.61 feet along the Southerly right-of-way line of the 21st South Freeway; thence South 0° 04' 45" East 2605.81 feet; thence South 0° 05' 29" East 1367.12 feet; thence West 32.00 feet to the Northeast corner of Lot 424 of the Ridgeland Acres No. 4 Subdivision; thence along the Northerly boundary line of said subdivision the following seven (7) courses:

- (1) West 151.72 feet;
- (2) South 13.11 feet;
- (3) West 100.00 feet;
- (4) North 159.54 feet;
- (5) West 150.00 feet;
- (6) South 20.36 feet;
- (7) West 300.25 feet to the Northeast corner of Lot 55 of the

Ridgeland Acres No. 3 Subdivision; thence along the Northerly boundary line of said last mentioned subdivision the following three (3) courses:

- (1) West 278.81 feet;
- (2) South 20.00 feet;
- (3) West 193.10 feet to the Easterly right-of-way line of 3600 West

Street; thence North 0° 04' 50" West 3860.66 feet along said Easterly right-of-way line to the point of beginning.

Contains 114.45 acres.

FCZ:11m

URG #2-37247

FORM COPY
CG REVISION

FORM 6091 RE 261