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**AMENDED AND RESTATED RESTRICTIVE COVENANTS  
FOR 21ST CENTURY INDUSTRIAL PARK**

**WEST JORDAN CITY, UTAH**

**(FORMERLY KNOWN AS BAGLEY INDUSTRIAL PARK - PHASE 2)**

Restrictive covenants for 21ST CENTURY INDUSTRIAL PARK, recorded April 29, 1993, as Entry No. 5490468, in Book 6850, at Page 2344 of official records, are hereby revised and amended as follows:

The name of the area in West Jordan City now known as 21ST CENTURY INDUSTRIAL PARK is hereby changed to 21ST CENTURY BUSINESS PARK.

**KNOW ALL MEN BY THESE PRESENTS:**

La Mar Walton Coon and Shirley Evans Coon, Trustees for the LaMar and Shirley Coon Trust dated April 30, 1991 (collectively hereinafter referred to as the "Undersigned Owner") was the owner of the following described property in Salt Lake County, State of Utah on the day of the original recording, April 29, 1993, to wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Bagley Industrial Park; purchased by the Undersigned Owner from the Federal Deposit Insurance Corporation as per Exhibit A (hereinafter referred to as the "Property") located in Section 2, Township 3 South, Range 2 West, Salt Lake Base and Meridian, according to the official plat thereof recorded with the Salt Lake County Recorder.

Since that date, Lot 3 has been purchased by Paul W. Wehan and Jeannine M. Harden; Lot 4 purchased by Raymond M. McCormack; Lots 5 and 16 by Haaga's Property Management, L.C., Douglas M. Haaga, Owner; and the East 1/2 of Lot 15 by Ronald E. Reeves and Susanne B. Reeves. These owners and their respective Lot numbers appear on the last page with the owners' respective signatures.

The Undersigned Owner and the other owners are desirous of restating restrictions, covenants, limitations, liens, charges, easements and conditions affecting said property that will establish guidelines, rules and regulations running with said Property to create a business park development of the highest quality.

Now, therefore, in consideration of the premises, the Undersigned Owner hereby declares the Property herein described subject to the following restrictions and covenants:

1. **PERSONS BOUND BY THESE RESTRICTIONS:** All covenants and restrictions herein stated shall run with the land, and all fee owners thereof shall be taken and held to agree and covenant with the present and future owners of said land and with his or their successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of buildings and improvements thereon for a period from the above original recording date of April 29, 1993 to January 1, 2013, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years. Said covenants may be amended in part or in whole, or any or all of said restrictions may be released, as agreed to by holders of at least three-fourths (3/4) of the votes (the "Majority"). Votes are assigned as follows: one (1) vote for each acre owned in this phase of 21st Century Business Park; one-half (1/2) vote for less than one (1) acre but more than one-half (1/2) acre; no vote for less than one-half (1/2) acre. Any such amendment or release must be made in writing, executed by the Majority, specifying the covenant amended or restriction(s) released, and recorded with the office of the Salt Lake County Recorder.

The owners of Lots 8, 9, 10, 11, 12, 13 and 14 are subject to additional restrictions as outlined in these covenants below, by the very nature that these Lots face the new Bingham Highway, and a high profile is needed and desired to make and keep this area beautiful.

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Any necessary meetings will be called by notification from the Architectural Control Committee (the "Committee") as to time and place, with ten (10) days or more advance notice, unless an emergency meeting is necessary. No cumulative voting will be allowed. Proxy votes may be submitted by U.S. Mail to any member of the Committee. Notices will be sent to the last known tax address as shown on the Salt Lake County tax records, unless notified to the contrary by U.S. Mail to the Committee, whose current address is 2655 Comanche Drive, Salt Lake City, Utah 84108-2808.

2. LOT shall mean any parcel of land shown upon the master plan owned by the undersigned.

3. BUILDING: No building shall be over forty (40) feet high unless approved by West Jordan Planning Department and the Undersigned Owner. Building shall mean and include, but not be limited to, the main structure built for permanent use, including, but not limited to, garages, extensions, projections, docks, outside platforms, porches, canopies, storage tanks, and outside malls.

4. IMPROVEMENTS: Shall mean and include, but not be limited to, all items in paragraph 3, plus all landscaping, loading areas, parking areas, fences, retaining walls, driveways, road signs, walkways, screening walls, utilities, drains, berms, flood control devices, swales, masonry walls, lawns, trees, shrubs, flowers, decorative iron, brass, etc., located on the Lot.

5. COMPLIANCE WITH ZONING ORDINANCES: All buildings and improvements in said Business Park shall be placed upon said Lots in accordance with the present provisions of the West Jordan City ordinances and codes, unless modified by the covenants herein contained and approved by the West Jordan City Planning Department and the Undersigned Owner.

6. LIGHTING: It is recommended that each Lot owner place and maintain a decorative gas lamp or electric lamp with the company's business sign or address plate that is visible from the street. It is also recommended that each main building has exterior lights or night lights which will enhance the values and attractiveness of the Business Park, and promote safety and security. Since the Undersigned Owner considers himself and all of the people living in the United States of America, very fortunate, he requests that every owner place a flag pole in front of their place of business and display our "Stars and Stripes" each and every National and State Holiday (at each owner's option).

7. OCCUPANT: Shall mean an owner, an entity, whether it be an individual, corporation, partnership, joint venture, or association, which has purchased, rented, leased, or has legally acquired the right to occupy and use any building or Lot, whether or not such right is exercised.

8. LAND USE: No land shall be used for any purpose other than as permitted in an M-1 Zone under "Use Regulation" of the West Jordan City Zoning Ordinance in force and effect on the recordation date of this document, and hereafter may be amended in the future. If a conditional use permit is requested, and granted, from West Jordan City Zoning and Planning, the owner or occupant will also need to seek written approval from the Undersigned Owner; the Undersigned Owner reserves full right to approve or disapprove such use. Because of their sensitive location to the new Bingham Highway, Lots 8, 9, 10, 11, 12, 13, and 14 can have no outside storage except for covered trash receptacles in enclosed areas not visible from the highway. No steel pipes, steel fabrication, or any activity that would be considered as obnoxious, as reasonably determined by the Undersigned Owner, will be allowed. However, these Lots continue to be zoned M-P with a twenty (20) foot minimum set-back required. All or part of these Lots may be changed to M-1 in the future, subject to approval by West Jordan City Planning and Zoning.

9. NUISANCES: No noxious or offensive activity, nor anything that may be an annoyance or nuisance to the Business Park, as reasonably determined by the Undersigned Owner, shall be conducted upon any portion of any Lot. No undue fire hazard that constitutes a potential hazard to adjoining properties, as reasonably determined by the Undersigned Owner, or as determined by the West Jordan City Fire Department or the West Jordan City Building Inspector, shall be created, carried on, manufactured, stored, or processed. No noxious odors, sounds, gasses, smoke, or other conditions which might be

detrimental, as reasonably determined by the Undersigned Owner, to the reputation of the Lot, adjoining properties, or the Business Park, or anything in violation of any law of the City of West Jordan, Salt Lake County, State of Utah, or the United States will be permitted.

10. **STORAGE:** No storage of any articles will be permitted, except in enclosed areas designed for storage. Open storage shall be screened from the view of any street by a sight obscuring metal, block, or brick fence. No open storage will be allowed on Lots 8, 9, 10, 11, 12, 13 and 14 unless later approved by West Jordan City Planning and Zoning. Fencing and screening of loading and service areas may consist of earth mounds, landscaping, walls, and fences to be approved by the Undersigned Owner or West Jordan City Planning and Zoning as a conditional use. No rubbish shall be stored or be allowed to accumulate anywhere in the Business Park, except in sanitary containers, and located out of sight from any street.

11. **USAGE:** There shall be no oil drilling, mining, or quarrying operations of any kind permitted upon any Lot.

12. **DILIGENCE IN BUILDING:** The Undersigned Owner shall retain the option to refund the purchase price and enter into possession of the land if after the expiration of five (5) years from the date of execution of a sales contract agreement, on any Lot within Lots 1 through 16, of any purchaser who has not commenced in good faith to construct an acceptable building upon said Lot. At any time the Undersigned Owner, its successors, or assigns may extend in writing the period of time in which construction may commence. When the erection of a building or other structure has commenced, work must progress diligently and be completed within twelve (12) months. Cracked curbs and gutters caused by building shall be replaced by Lot owner, who has the sole responsibility for replacement. If the Lot owner fails to replace cracked or damaged curbs and gutters upon ten (10) days written notice, the Undersigned Owner has the option of making repairs and passing all costs of repair to the Lot owner.

13. **SETBACKS: Front yard regulations:** The minimum setback for any building, structure, or permitted use of the Property shall be ten (10) feet from the property line. Lots with multiple front yards shall maintain a minimum setback of at least fifteen (15) feet on the side of the main building frontage. All other front yards shall maintain a minimum setback of at least ten (10) feet. The front yard area is to be completely landscaped except for permitted driveways and walkways. Side yards and rear yards shall be a minimum of five (5) feet, except when in a residential district in which case the setbacks shall be at least ten (10) feet.

14. **ARCHITECTURAL CONTROL:**

A. **Approval Required:** No building, structure, loading facility, nor any other improvements shall be started, erected, or built on any Lot until the construction plans, specifications, and a plan showing the location thereof, have been approved by the Committee as to quality of materials, as to harmony of external design with existing structures, and as to location. No fence, wall, roadway, site grading landscaping shall be erected, altered, or placed on any Lot nearer to any street than the minimum setback line, unless similarly approved; same must conform to any visual problem which would occur on a corner Lot.

B. **Procedure:** The Committee's approval or disapproval shall be in writing. In the event the Committee or its delegated representative fails to approve or disapprove within fifteen (15) days after the plans and specifications have been submitted, approval will not be required, and the related covenants shall be deemed to have been fully complied with. All decisions of the Committee shall be final, and neither the Committee nor its designated representative shall be subject to any liability thereof. Any errors or omissions in the design of any building, structure, or yard work are the sole responsibilities of the owners and designers.

C. **Membership:** The Committee is composed of La Mar Walton Coon, Shirley Evans Coon, and Scott La Mar Coon. The Committee may designate a representative to act for it. In the event of death or resignation of any member, the remaining members shall have full authority to select a successor. In the event of the inability of all the members to so act, successors may be appointed by a majority vote of the Lot owners in said Business Park.

D. **Site Development:** All portions of the required front yard setback, except the driveways and pedestrian walks shall be landscaped and provided with adequate sprinkling or appropriate automatic irrigation devices. All landscaped areas required or shown on approved plans shall be properly maintained at all times.

E. **Utility Lines:** All utility lines, connections, and installations must be underground. Meters shall comply with utilities requirements for safety and accessibility to meter readers. With respect to Lots 8, 9, 10, 11, 12, 13, and 14, extra measures must be taken to ensure meters are not conspicuous and unsightly. The main power line, as it currently exists in Bagley Park Phase 1 and 21st Century Business Park, will be above ground.

F. **Coverage:** No building or group of buildings, including accessory buildings, shall cover more than sixty percent (60%) of the area of the Lot.

G. **Off-street Parking:** Off-street parking shall be provided on a ratio of one nine-foot by twenty-foot (9' X 20') parking space for each employee (as determined by the highest shift of the day), together with adequate ingress and egress on an approved parking area. No street parking is permitted.

H. **Building and Zoning:** All building construction and alteration of improvements in the Business Park shall meet all Building, Zoning, and other codes and regulations, as required by West Jordan City and the Committee or the Undersigned Owner.

I. **Building Finishes:** No building shall be painted, repainted, stuccoed, or surfaced with any material unless and until the Committee or the Undersigned Owner approves the same in writing.

J. **Signs:** Signs visible from the exterior of any building shall be mounted flush to the building. Signs shall be limited to advertising only the person, firm, company, corporation, or the company's logo. Only one single faced or double faced sign shall be permitted per street frontage. No sign shall exceed two hundred (200) square feet in area per face. An additional twenty (20) square feet shall be allowed for each individual business conducted on the site. Signs may be lighted or unlighted at owner's discretion. Special consideration will be given to firms or companies who want to have a brick wall in front of their Lot for security or aesthetic reasons. Any such wall shall be set back to the property line, and shall also meet any setback requirements on the Lot. Approval of any sign on such wall shall be granted by the Committee. Sign shall be flush mounted on wall, and may be either lighted or unlighted. Wall sign shall be of a reduced size from any sign allowed on the main building. Sign size to be determined by the Committee. Any sign advertising the sale, lease, or hiring on the sign shall not exceed thirty-two (32) square feet. No ground signs shall exceed eight (8) feet above grade in horizontal height. Ground signs shall be limited to one hundred (100) square feet in area, and must be set back at least to the property line. Special attention must be given to corner Lots with a potential visual problem. The above requirements shall not apply to the Business Park Directional Sign, Special Purpose Sign, Construction Sign, or Future Tenant Identification Sign. One Construction Sign denoting the architect, contractor, engineer, and other related subjects shall be allowed when construction begins. Said sign shall conform to applicable Zoning Ordinances and Regulations. A Future Tenant Identification Sign listing the names of future tenants, his realtor, his agent, and 21st Century Business Park shall be permitted. This sign shall conform to applicable Zoning Ordinances and Regulations. West Jordan City suggests that permanent signs of wood not be used on any building or site in the Business Park.

K. **Run Off Water:** No rain or storm water caused by natural precipitation shall at any time be allowed to be discharged into or permitted to flow into the sanitary sewer system, which is a separate sewer system from the storm and surface water sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned storm and surface water sewer system. All rain and storm water caused by natural precipitation shall be discharged into the ten or fifteen (15) foot storm draining landscape easement area recorded in conjunction with the 21st Century Business Park plat.

L. **Utility Easements:** All utility easements, as dedicated, shall be kept free of all permanent structures, and the removal of any obstruction by a utility company shall in no way obligate the utility company to damages or to restore the obstruction to its original form.

M. **Building Fronts:** It is highly recommended that an element of brick, block, stone, or stucco be used on the front of primary buildings within 21st Century Business Park. Nothing of a shoddy nature, as reasonably determined by the Undersigned Owner, will be permitted that would be detrimental to the integrity of said park.

15. **ENFORCEMENT:** Enforcement, either to restrain violation or recover damages, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Enforcement may be by the Committee or by the affected property owner. The Committee is not to be held liable for noncompliance of any provisions by any owner, occupant, as designed under paragraph 7 "OCCUPANT". Attorney's fees and costs of enforcement will be paid by any party breaking this agreement.

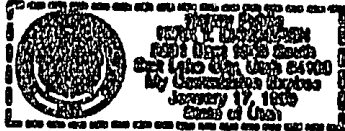
16. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS HEREOF: We, La Mar Walton Coon and Shirley Evans Coon, Trustees of the La Mar and Shirley Coon Trust, dated the 30th day of April 1991, the Undersigned Owner of the real property herein before described, have caused these presents and this amended instrument to be executed this 8th day of July 1995, along with those persons as listed on Page 1 of these Amended Restrictions who have purchased property in the original 21st Century Industrial Park, which was recorded April 29, 1993, as Entry No. 5490468, in Book 6650, at Page 2344, of the official records of Salt Lake County. These owners and their respective Lot numbers appear below their signatures.

21ST CENTURY BUSINESS PARK -- SIGNATURE PAGE

La Mar Walton Coon, Trustee Shirley Evans Coon, Trustee  
La Mar Walton Coon, Trustee Shirley Evans Coon, Trustee  
of the La Mar and Shirley Coon Trust  
Owners of Lots 1, 2, 6, 7, 8, 9, 10, 11, 12, 13, 14,  
and the west one-half of Lot 15

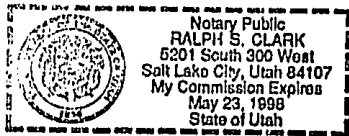
SUBSCRIBED AND SWORN TO before me this 11<sup>th</sup> day of July, 1995.



Kirk J. Lodge  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah  
My Commission Expires: Jan. 17, 1999

Raymond M. McCormack  
Raymond M. McCormack  
Owner of Lot 4

SUBSCRIBED AND SWORN TO before me this 31<sup>st</sup> day of July, 1995.



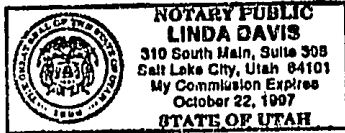
Ralph S. Clark  
NOTARY PUBLIC  
Residing at: Murray, Utah  
My Commission Expires:

Ronald E. Reeves  
Ronald E. Reeves

Susanne B. Reeves  
Susanne B. Reeves

Owners of the East half of Lot 15

SUBSCRIBED AND SWORN TO before me this 17<sup>th</sup> day of July, 1995.



Linda Davis  
NOTARY PUBLIC  
Residing at: Riverton, Utah  
My Commission Expires: 10-22-97

Haaga's Property Management, L.C.

Douglas M. Haaga, Owner  
Douglas M. Haaga, Owner  
Owner of Lots 5 and 16

SUBSCRIBED AND SWORN TO before me this 10 day of Aug, 1995.

Raquel O. Kuehne  
NOTARY PUBLIC  
Residing at: West Jordan, Utah  
My Commission Expires: 3-31-97

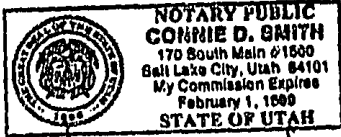


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Paul W. Wohan  
Paul W. Wohan

Jeanine M. Harden  
Jeanine M. Harden  
Owners of Lot 2

SUBSCRIBED AND SWORN TO before me this 13<sup>th</sup> day of July, 1995.

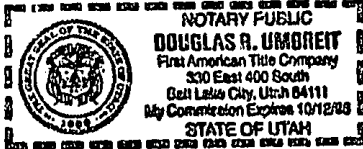


Connie D. Smith  
NOTARY PUBLIC  
Residing at: West Jordan, Utah  
My Commission Expires:

The Dannon Company, Inc.  
a Delaware Corporation

By: Michael Harrison  
Office: GENERAL COUNSEL  
Owner of Lot 6, as of the 12<sup>th</sup> day of July, 1995.

SUBSCRIBED AND SWORN TO before me this 12<sup>th</sup> day of July, 1995.

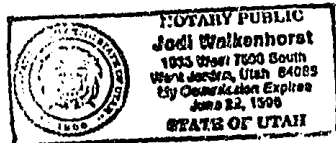


Robin R. Hedrick  
NOTARY PUBLIC  
Residing at: West Jordan, Utah  
My Commission Expires:

Draper Bank and Trust

By: Greg Smith  
Office:  
Lender on Lot 15

SUBSCRIBED AND SWORN TO before me this 7<sup>th</sup> day of July, 1995.



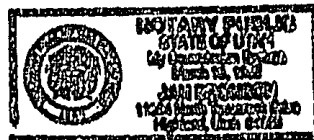
Jodi Walkenhorst  
NOTARY PUBLIC  
Residing at: West Jordan, Utah  
My Commission Expires: 6-22-99

Bank of American Fork

By: Robert V. Carter  
Office: Asst. Vice President  
Lender on Lot 4

SUBSCRIBED AND SWORN TO before me this 2 day of August, 1995.

Ann Bronson  
NOTARY PUBLIC  
Residing at: West Jordan, Utah  
My Commission Expires: March 16, 1999



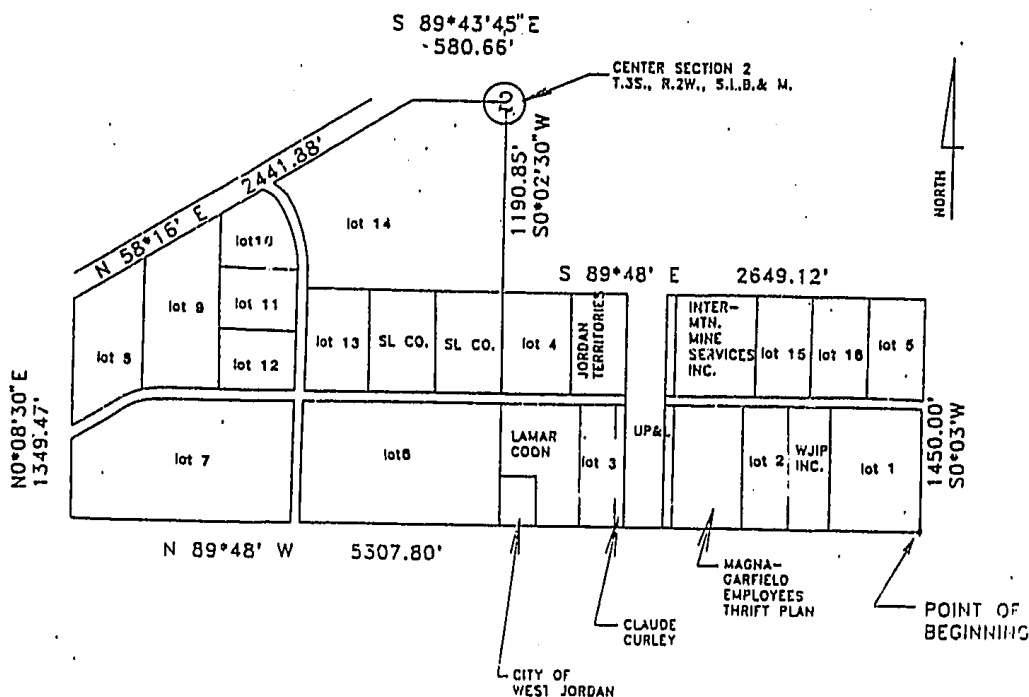
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**EXHIBIT A**  
**21st CENTURY BUSINESS PARK**  
**WEST JORDAN CITY, UTAH**

(FORMERLY KNOWN AS BAGLEY PARK PHASE 2)  
(FORMERLY KNOWN AS 21st CENTURY INDUSTRIAL PARK)

Legal Description

Commencing at the Southeast Corner of Section 2, Township 3 South Range 2 West Salt Lake Base and Meridian (address coordinate 5600 West 9400 South) running thence N. 89° 48' West, 5,307.80 feet to the southwest corner of section 2, Township 3 south range 2 West Salt Lake Base and Meridian, thence North 0° 08' 30" East, 1,349.97 feet to the right of way of the New Bingham Highway, thence North 58° 16' East along said right of way 2,441.88 feet, thence South 89° 43' 45" East, 580.65 feet to the Center of Section 2 Township 3 South Range 2 West, thence South 0° 02' 30" West, 1,190.85 feet, thence South 89° 48' East, 2,649.12 feet to the East section line of Section 2, Township 3 South Range 2 West Salt Lake Base and Meridian, thence South 0° 03' West, 1,450.00 feet to the point of beginning. Contains 218.5 acres.



6138936  
08/10/95 08:38 AM 26.00  
**NANCY WORKMAN**  
RECORDER, SALT LAKE COUNTY, UTAH  
LAMAR COON  
2655 CONANCHE DR SLC UT 84108  
REC BY: S WEST DEPUTY - HI

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