

**RESTRICTIVE COVENANTS FOR 21ST CENTURY INDUSTRIAL PARK
WEST JORDAN CITY, UTAH
(FORMERLY KNOWN AS BAGLEY INDUSTRIAL PARK - PHASE 2)**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned is the owner of the following described property in Salt Lake County, State of Utah 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 from the Federal Deposit Insurance Corporation, as per exhibit A. Hereafter 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, and recorded with the Salt Lake County Recorder.

The owner is desirous of creating restrictions, covenants, limitations, liens, charges, easements and conditions affecting said property that will establish guidelines, rules and regulations running with said property to create an industrial park development of the highest quality.

Now therefore, in consideration of the premises, the undersigned 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 date to January 1, 2013, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years, unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part, provided that at any time after January 1, 2013, the owners of 3/4 of said lots may release any or all of said restrictions by an appropriate agreement in writing, specifying the restriction (s) released and by filing said agreement with the office of the Salt Lake County Recorder. One vote for each acre owned in this Phase of 21st Century Industrial Park. Less than one acre and more than one-half acre, one-half vote. Less than one-half acre, no vote. The owners of 100% of said lots may file such an agreement at any time. The owners of lots 8, 9, 10, 11, 12, 13, and 14 are subject to additional restrictions as outlined later in these covenants by the very nature that these lots face on the New Bingham Highway and a high profile is needed to make and keep this area beautiful.

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

3. BUILDING: No building shall be over 40 feet high unless approved by West Jordan Planning Department and the undersigned seller. 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 roads, signs walkways, screening walls, utilities, drains berms, flood control devices, swalls, 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 Industrial 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 company's business sign or address plate which can be seen from the street. It is also recommended that each main building has exterior sensor lights or night lights which will enhance the value and attractiveness of the Industrial 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. Owner's option, however.

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7. OCCUPANT: Shall mean 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 date this document being recorded, and hereafter may be amended in the future. If a conditional use permit is requested from West Jordan City Zoning and Planning, and granted, the owner or occupant will need to seek written approval from the undersigned owner. The undersigned owner reserves full right to approve or disapprove such use. Lots 8, 9, 10, 11, 12, 13 and 14 because of their sensitive location to the New Bingham Highway, can have no outside storage except garbage in closed in areas in covered receptacles that are not seen from the highway. No steel pipes, steel fabricating, or any activity that would be considered as obnoxious will be allowed. However, these lots continue to be zoned M-P with a twenty foot minimum set-back required. Perhaps all or part of these lots will be changed to M-1, subject to approval by West Jordan City Planning and Zoning in the future.

9. NUIANCES: No noxious or offensive activity shall be carried on upon any portion of a lot, nor shall anything be done thereon which may be an annoyance or nuisance to the Industrial Park. No undue fire hazard, in the opinion of the undersigned owner, West Jordan City Fire Department, or Building Inspector from West Jordan City shall be carried on, manufactured, stored or processed that will constitute a potential hazard to adjoining properties. No noxious odors, sounds, gases, smoke or other conditions which might be injurious to the reputation of the lot, adjoining properties or the Industrial Park, or violation of any law of the City of West Jordan, Salt Lake County, State of Utah, and the United States.

10. STORAGE: No storage of any articles is permitted only in enclosed areas designated for storage. Open storage shall be screened from the view of any street by a slight 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 approved by the undersigned owner or West Jordan City Planning and Zoning as a conditional use. No rubbish shall be stored or allowed to accumulate anywhere in the Industrial Park, except in sanitary containers, and located out of sight from any street.

11. USEAGE: There shall be no oil drilling, mining or quarrying operations of any kind permitted upon any lot.

12. DILIGENCE IN BUILDING: If after the expiration of five years from the date of execution of a sales contract agreement on any lot within lots 1 thru 16, any purchaser who has not begun in good faith to construct an acceptable building upon said tract, the undersigned owner shall retain the option to refund the purchase price and enter into possession of the land. At any time the undersigned owner, its successors, or assigns may extend in writing the time in which a building may start. When the erection of a building or other structure is once begun, work must be prosecuted diligently and completed within 12 months. Cracked curbs and gutters caused by building shall be replaced by lot owner, who has the solid responsibility for replacement. If the lot owner fails to replace cracked or damaged curbs and gutters upon 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 on the property shall be ten feet from the property line. Lots with multiple front yards shall maintain a minimum setback of at least fifteen feet on the side of the main building frontage. All other front yards shall maintain a minimum setback of at least ten feet. The front yard area is to be completely landscaped except for permitted driveways and walkways. Side yards and rear yards except when in a residential district, in which case the setbacks shall be at least ten 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 Architectural Control Committee as to quality of materials, 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.

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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 15 days after the plans and specifications have been submitted to it, 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 therefor. 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 Architectural Control Committee is composed of La Mar W. Coon, Shirley E. Coon, and Scott L. 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 the vote of a majority of the lot owners in said Industrial 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 excepted as per utilities requirements for safety and accessibility to meter readers. On lots 8, 9, 10, 11, 12, 13, and 14, special attention to meters needs to be taken to keep them from being conspicuous and unsightly. The main power line will be above ground as it currently exists in Bagley Park Phase 1 and 21st Century Industrial Park.

F. COVERAGE: No building or group of buildings with their accessory buildings shall cover more than sixty (60) percent 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, together with adequate ingress and egress, on an approved parking area for each employee at the highest shift of the day. No street parking is permitted.

H. BUILDING AND ZONING: All building construction and alteration of improvements in the Industrial Park shall meet all Building, Zoning and other codes and regulations as required by West Jordan City, and the Architectural Control Committee or the undersigned owner.

I. BUILDING FINISHES: No building shall be painted, repainted, stuccoed or be surfaced with any material unless and until the Architectural Control Committee or the undersigned owner approves of 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 square feet in area per face. An additional twenty square feet shall be allowed for each individual business conducted on the site. Signs may be lighted or unlighted at owners 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 would have to be set back to the property line, and also meet any setback requirements on the lot. Approval of any sign on such wall would be up to the Architectural Control Committee. Sign would have to be flush mounted on wall, and could either be lighted or unlighted. Sign would be of a reduced area from any sign allowed on the main building. Size to be determined by the Architectural Control Committee. Any sign advertising the sale, lease or hiring on the site shall be permitted in addition to the other signs listed in this section. Said sign shall not exceed thirty-two square feet. No ground signs shall exceed eight feet above grade in horizontal height. Ground signs shall be limited to one hundred square feet in area, and must be set back at least to the property line, and special attention given to corner lots with a potential visual problem. The above requirements shall not apply to the Industrial 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, realtor, his agent, and 21st Century Industrial 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 Industrial Park.

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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 run off caused by natural precipitation shall be discharged into the ten or fifteen foot storm drainage landscape easement area recorded in conjunction with the 21st Century Industrial 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.

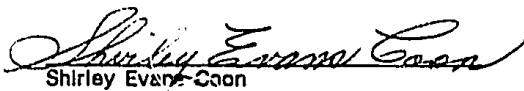
M. BUILDING FRONTS: It is highly recommended that an element of brick, block, stone or stucco be used on the front of primary buildings within 21st Century Industrial Park. Nothing of a shoddy nature will be permitted that would be detrimental to the integrity of said Park.

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 architectural Control Committee or by the affected property owner. The Architectural Control Committee is not to be held liable for noncompliance on any provisions by any owner, occupant, as designated under # 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 judgement 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, the owners of the real property hereinbefore described, have caused these presents and this instrument to be executed this 14th day of April, 1993.

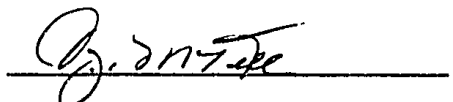

La Mar Walton Coon

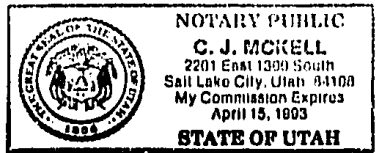

Shirley Evans Coon

Subscribed and sworn to before me this 14th day of APRIL 1993

Notary Public residing at Salt Lake City, Utah

4-15-93
My Commission Expires





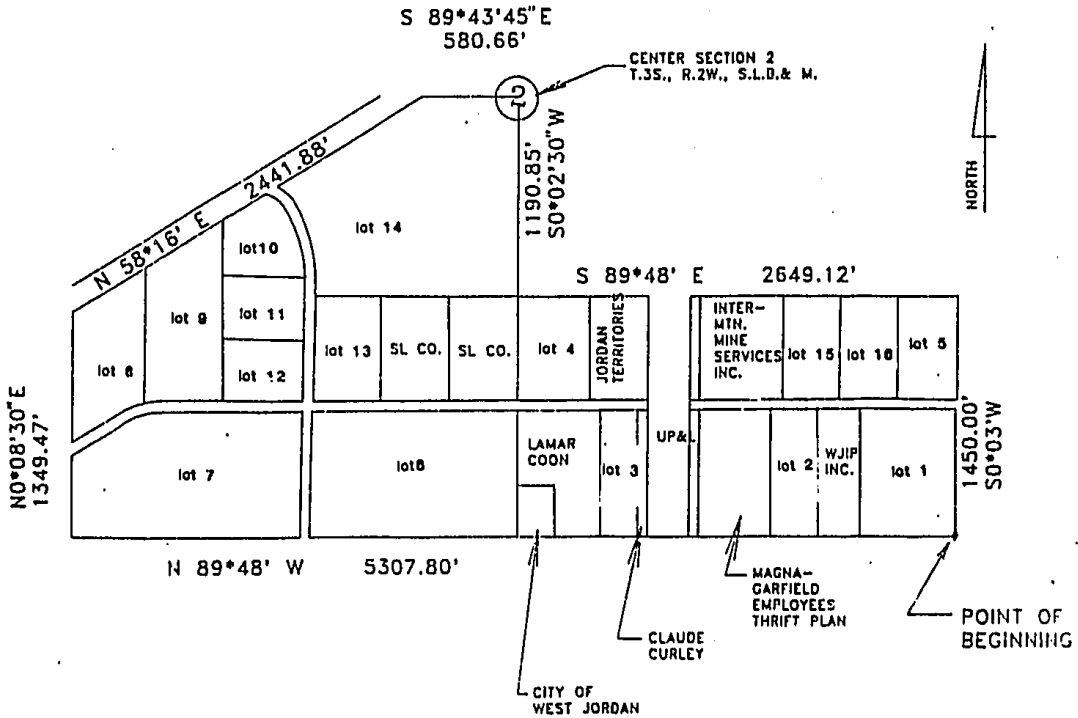
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**21st CENTURY INDUSTRIAL PARK
WEST JORDAN CITY, UTAH**

(FORMERLY KNOWN AS BAGLEY PARK PHASE 2)

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.



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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
LAMAR COON
2655 COMANCHE DR SLC 84108
REC BY: DELORES HIERA , DEPUTY

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