

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

8106006
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.

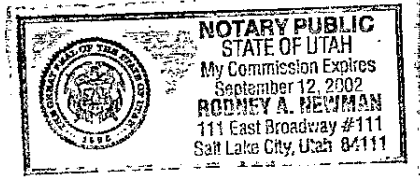
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14.11.400.005

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.



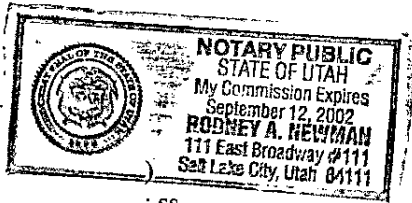
Douglas K. Anderson

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.



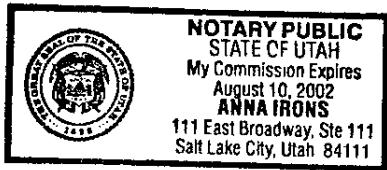
Richard H. Kimball

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.