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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
AMERICA WEST TITLE
REC BY:V ASHBY ,DEPUTY - WI

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Redevelopment Agency of Salt Lake City
Room 418, City and County Building
451 South State Street
Salt Lake City, Utah 84111

(Above space for recorder's use only)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this 9th day of October, 1998 by and between REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency ("Agency") and BENCHMARK MEDIA HOUSING, L.C., a Utah limited liability company ("Benchmark"), both of whom are sometimes collectively referred to as the "Parties" and individually as a "Party".

RECITALS:

A. This Declaration relates to the use of certain real property located at 641 North West Temple, Salt Lake City, Utah, formerly known as Rancho Lanes, which real property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

B. Agency is a public body. Agency exercises its functions and powers and is organized and existing under the Utah Neighborhood Development Act.

C. Benchmark desires to acquire and redevelop the Property to construct and operate, subject to the provisions herein contained, an affordable housing project.

D. Agency has agreed to or has provided Benchmark a loan in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) ("Loan") to assist Benchmark in acquiring the Property, and Benchmark has agreed in partial consideration thereof, among other things, to grant the covenants, conditions and restrictions hereinafter set forth (sometimes referred to as the "Restrictions").

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E. Benchmark, as a condition to development, will be required to obtain additional financing in amounts and upon terms acceptable to Benchmark; provided, however, any such financing shall be junior in priority to the lien created by this Declaration.

F. Agency believes that the fulfillment of this Declaration and the intentions herein are in the vital and best interests of Salt Lake City ("City") and the health, safety, morals and welfare of its residents, and in accord with the public purposes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and declare that the Property shall hereafter be held, transferred, sold, leased, conveyed, developed, used and occupied subject to the Restrictions, each and all of which is and are for, and shall inure to the benefit of and pass with, each and every portion of or interest in the Property and shall apply to Benchmark, Agency and every owner, tenant, lessee, and occupant of the Property and their successors and assigns. The Restrictions shall run with the Property and every part thereof.

ARTICLE I

DEFINITIONS

The capitalized terms used in this Declaration shall have the definitions set forth in this Article I.

1.1 "Agency" shall have the meaning set forth in the first paragraph of this Declaration.

1.2 "Benchmark" shall have the meaning set forth in the first paragraph of this Declaration.

1.3 "City" shall have the meaning set forth in paragraph E of this Declaration.

1.4 "Loan" shall have the meaning set forth in paragraph D of this Declaration.

1.5 "Occupant" shall mean any person or entity, including, but not limited to, any Owner, tenant or lessee occupying all or part of the Property.

1.6 "Owner" shall mean any person or entity that owns fee title to all or any part of the Property.

1.7 "Property" shall have the meaning set forth in paragraph A of this Declaration.

1.8 "Redevelop" (or Redeveloped or Redevelopment as the context requires) means to build, construct, rehabilitate, remodel and renovate.

1.9 "Restrictions" shall have the meaning set forth in paragraph D of this Declaration.

ARTICLE II

RESTRICTIONS

2.1 Use of Property. If the Property is Redeveloped, after utilization of the same and improvements constructed thereon for housing during the 2002 Olympics, but not later than April 1, 2003, the Property shall be used for affordable residential housing. For purposes hereof "affordable residential housing" means a housing project of which twenty percent (20%) of the housing units therein will be made available for lease or rent to persons whose income is sixty percent (60%) or less of the median income of Salt Lake County.

2.2 Compliance with Law. Neither Benchmark nor its successors and assigns, including any Owner, Occupant or Owners' association, shall use the Property or permit anything to be done in or about the Property which will conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated ("law"), nor shall they cause, maintain or permit any nuisance or waste in or about the Property. In the event uses required in Section 2.1 conflict with any law, the Property shall be used in a manner that complies with such law while at the same time complying with the intent of Section 2.1 to the extent permitted by law.

2.3 Anti-Discrimination. Neither Benchmark, its successors or assigns, including Owners, Occupants and any Owners' association, shall discriminate against or with respect to any person or group of persons on the basis of race, color, creed, sex, marital status, age, religion, disability or national origin in the construction, sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or any part thereof. Neither Benchmark, its successors or assigns, including Owners, Occupants and any Owners' association, shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees or sublessees or vendees on the Property or any part thereof. Benchmark, its successors and assigns, including Owners, Occupants and any Owners' association, shall insert similar clauses in all leases, deeds, contracts and other instruments executed in connection with the Property.

ARTICLE III

ENFORCEMENT

3.1 Default. In the event of a violation or threatened violation of any term, covenant or condition of this Declaration by Benchmark, any Owner, Occupant or Owners' association, their successors or assigns, Agency, its successors and assigns, shall have all

remedies at law or in equity, which shall include the right to restrain by injunction any violation or threatened violation and by decree to compel specific performance of any terms, covenants or conditions of this Declaration, it being agreed that the remedy at law for any breach of any such term, covenant or condition is not adequate.

3.2 Breach Shall Not Permit Termination. No breach of this Declaration shall entitle Benchmark, any Owner, Occupant or Owners' association to cancel, rescind or otherwise terminate this Declaration.

3.3 No Limitation of Remedies. The various rights and remedies herein contained, except as otherwise provided in this Declaration, shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be construed as a waiver of any default or nonperformance or as acquiescence therein. Benchmark and the successors and assigns of Benchmark, including, but not limited to any Owner, Occupant and any Owners' association, shall be jointly and severally liable for any default under this Declaration; provided, any action with regard to such default may be instituted against all or any one of them.

3.4 Attorneys' Fees. In any legal or equitable proceeding for the enforcement of, or to restrain the violation of, or otherwise pertaining to a dispute concerning this Declaration or any provision hereof, by reference or otherwise, the prevailing Party shall be entitled to an award of reasonable attorneys' fees in such amount as may be fixed by the court in such proceedings. All remedies provided herein at law or in equity shall be cumulative and not exclusive.

3.5 Failure to Enforce Not a Waiver of Rights. The failure of Agency or its successors or assigns to enforce any covenant, condition or restriction contained in this Declaration shall not be deemed a waiver of the right to do so thereafter, nor of the right to enforce any other covenant, condition or restriction.

3.6 Default Under Declaration Shall Constitute Default Under the Loan. Notwithstanding anything to the contrary in the Loan or this Declaration in the event of a default under this Declaration during the term of the Loan, such default under this Declaration shall also be deemed a default under the Loan and Agency shall have all rights and remedies available under the Loan as if the default under this Declaration were a default under the Loan.

ARTICLE IV

GENERAL PROVISIONS

4.1 Nonliability of Agency. Neither the Agency nor any of its appointees, agents, employees, partners, officers, directors, successors or assigns or designees shall be liable to Benchmark or any successor thereto, including any Owner, Occupant or Owners' association for any damage, loss or prejudice suffered or claimed on account of any decision, course of action, act, omission, error, negligence or the like by Agency.

4.2 Constructive Notice and Acceptance. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in the Property.

4.3 Term of Declaration. This Declaration shall remain in effect for twenty five (25) years from the date upon which this Declaration is first recorded in the Official Records of Salt Lake County. Notwithstanding the foregoing, Agency agrees that this Declaration may be terminated with Agency's prior written consent, which consent shall be granted if the Owner records a substitute declaration as lien against the Property which sets forth covenants and Restrictions which are substantially comparable to those set forth in this Declaration.

4.4 Article and Paragraph Headings. The article and paragraph headings used herein are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the respective articles and sections to which they refer.

4.5 Effect of Invalidation. If any provision (by reference or otherwise) of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

4.6 Amendments. All negotiations and oral agreements acceptable to the Parties have been incorporated herein. This Declaration may not be modified or rescinded, in whole or in part, except by a writing executed by all Owners; provided such writing shall be first approved and executed by Agency.

4.7 Notices. Any notices, demands or requests pursuant to this Declaration shall be made in writing and shall be delivered personally or by reliable, receipted courier service, overnight mail service, facsimile transmission, certified mail (with postage prepaid, return receipt requested), or another commercially recognized means of delivery. Notice shall be deemed given when actually received.

4.8 No Relationship of Principal and Agent. Nothing contained in this Declaration, nor any acts of any Parties nor any Owners, Occupants or Owners' association shall be deemed or construed to create the relationship of principal and agent or of limited or general partnership or of joint venture or of any other similar association between Agency, its successors or assigns, or Benchmark or any of the Owners, Occupants or Owners' association.

4.9 Binding Effect. It is intended and agreed that the Restrictions set forth in this Declaration shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Declaration, be binding to the fullest extent permitted by law and equity for the benefit of Agency against Benchmark, its successors and assigns, including any Owner, Occupant and Owners' association, to or of the Property, Building or Public Walkway, or any part thereof, or any interest therein.

4.10 No Presumption. This Declaration shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either Party.

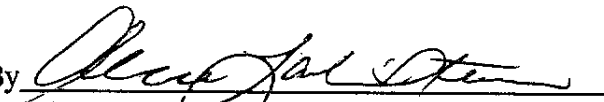
4.11 Governing Law. This Declaration shall be construed, interpreted and applied in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

REDEVELOPMENT AGENCY OF SALT LAKE CITY

By 

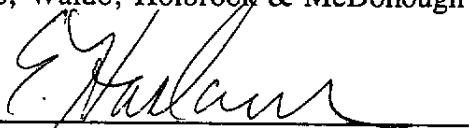
Deedee Corradini
Its Chief Administrative Officer

By 

Alice Larkin Steiner
Its Executive Director

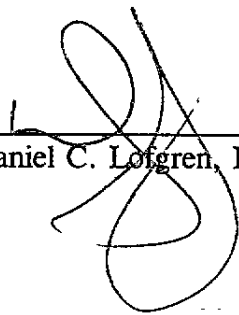
Approved as to legal form:

Jones, Waldo, Holbrook & McDonough

By 

BENCHMARK MEDIA HOUSING, L.C.,
a Utah limited liability company

By Prowswood Companies, a Utah corporation
Its Manager

By  _____
Daniel C. Lofgren, President

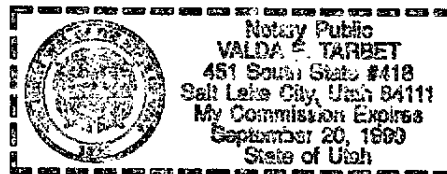
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 9th day of October, 1998, personally appeared before me Deedee Corradini and Alice Larkin Steiner, who being by me duly sworn did say they are the Chief Administrative Officer and Executive Director of The Redevelopment Agency of Salt Lake City, and that the within and foregoing instrument was signed on behalf of said Agency.

Valda E. Tarbet
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

9/20/99



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

On the 9th day of October, 1998, personally appeared before me Daniel C. Lofgren, the signer of the foregoing instrument, who being by me duly sworn did say he is the President of Prowswood Companies, a Utah corporation, and the Manger of Benchmark Media Housing, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of Benchmark Media Housing, L.C.

Daniel C. Lofgren
NOTARY PUBLIC
Residing at: SALT LAKE County

My Commission Expires:

9/2002

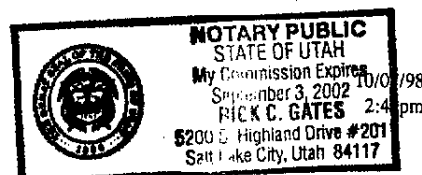
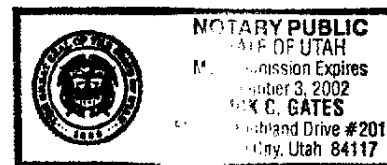


EXHIBIT A

Order No. 98-179a

Beginning at the intersection of the South Right-of-Way line of North Temple Street and the West Right-of-Way line of 600 West Street, said point also being the Northeast corner of Block 60, Plat C, Salt Lake City Survey, and running thence South $89^{\circ}58'06''$ West along said South Right-of-Way line of North Temple Street 466.56 feet to the East Right-of-Way line of Interstate 15; thence South $16^{\circ}16'45''$ West along said Right-of-Way line 257.95 feet; thence North $89^{\circ}58'06''$ East 373.87 feet to the Center of Lot 7 in said Block 60; thence North $0^{\circ}01'00''$ West 41.26 feet; thence North $89^{\circ}58'06''$ East 165.09 feet to a point on the West Right-of-Way line of 600 West Street; thence North $0^{\circ}01'00''$ West along said Right-of-Way line 41.26 feet; thence South $89^{\circ}58'06''$ West 115.56 feet; thence North $0^{\circ}01'00''$ West 82.52 feet; thence North $89^{\circ}58'06''$ East 115.56 feet to a point on the West Right-of-Way line of said 600 West Street; thence North $0^{\circ}01'00''$ West along said Right-of-Way line 82.52 feet to the point of beginning.

TOGETHER WITH a Right-of-Way over the following:

Commencing at a point 78 feet South of the Northeast Corner of Lot 6, Block 60, Plat "C", Salt Lake City Survey, and running thence South 9 1/2 feet; thence West 7 rods; thence North 9 1/2 feet; thence East 7 rods to the place of beginning

NOTE:

For information purposes only according to the County Assessor's Office the Address of said property is 641 West North Temple, Salt Lake City, Utah 84116.

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