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SECURITY TITLE CO.

Order No. 100539

MODIFICATION OF DECLARATION OF RESTRICTIVE COVENANT

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WHEREAS, on June 13, 1990, in Book 1356, Page 143, shown as Entry # 893690, in the Office of Davis County Recorder, certain deed restrictions were placed on the property described in Exhibit "A", attached hereto ("Property"); and

WHEREAS, some of the restrictions were placed of record to induce Motel 6 Operating L.P. ("Motel 6") to purchase certain property in Davis County, Utah; and

WHEREAS, Motel 6 has agreed to modify certain of the deed restrictions referred to above, and has agreed to the establishment of new restrictions on the Property;

NOW, THEREFORE, in consideration of the premises, covenants and conditions set forth in this agreement and the Declaration of Restrictive Covenant referred to above, The Board of Education of Davis County School District does hereby modify the Declaration of Restrictive Covenant now of record.

The restriction prohibiting the use of the Property from the construction and operation of a hotel or motel is hereby modified to allow for the construction and operation of a 100 unit (or less) hotel or motel, provided the following restrictions are observed:

In order to insure a diverse marketplace for the travelling public, any hotel or motel which is constructed or operated on the Property shall charge an average monthly daily rate which is at least \$12.00 greater than the average monthly daily rate charged by Motel 6 at its motel located at 2433 South 800 West, Woods Cross, UT. ("Motel 6 Motel"). Motel 6 shall furnish the average monthly daily rate charged by Motel 6 at the Motel 6 Motel for the previous twelve months to the owner of the hotel or motel located on the Property. The owner of the hotel or

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REC'D FOR SECURITY TITLE COMPANY

motel located on the Property will not rent, let or allow use of any room in the hotel or motel
(on an average monthly daily rate basis) for less than \$12.00 more than the average monthly daily
rate charged by the Motel 6 Motel for the same month the previous year. After the hotel or motel
on the Property has been in operation for six (6) months, Motel 6 will furnish the owner of such
hotel or motel updated reports as to the average monthly daily rate charged by the Motel 6 Motel
for the previous 12 months. Motel 6 shall continue to furnish the owner of the hotel or motel
updated reports every 6 months thereafter. Should Motel 6 fail to furnish the owner of the hotel
or motel located on the Property such reports, the average monthly daily rate charged by the
Motel 6 Motel shall be considered to be the average monthly daily rate last submitted to the
owner of the hotel or motel.

Each quarter after the opening of a hotel or motel on the Property, the owner of such
facility shall furnish to Motel 6 a report listing the actual Average Monthly Daily Rate charged
by the hotel or motel for each month in the preceding quarter. At any time, during business hours
and upon twenty-four hours notice, Motel 6 may examine the books, registration records and any
other such records of the hotel or motel located on the Property which indicate the charges being
assessed for rooms at the facility.

Prior to the commencement of construction of any hotel or motel on the Property, the
owner shall submit plans for the guest rooms and also exterior architectural elevations for the
hotel or motel to Motel 6 for its approval as to the size of guest rooms and the appearance of the
hotel or motel. Such approval by Motel 6 shall not be unreasonably withheld. Motel 6 shall
notify the owner of the Property of its approval or rejection of any plans submitted to Motel 6
hereunder within 14 days of its receipt of such plan. Failure of Motel 6 to notify the owner of

the property of its decision to approve or reject the plans within 14 days of Motel 6's receipt of
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such plans shall be deemed to be an approval of the submitted plans. Attached hereto as Exhibit
B are plans which Motel 6 hereby approves. Any future submission of plans to Motel 6 shall
provide for guest rooms as large (or larger) than the guest rooms shown on Exhibit B.

The owner of the Property, or any part thereof, that allows a hotel or motel to operate on
its property in violation of these restrictive covenants or in violation of the Declaration of
Restrictive Covenant referred to above, hereby agrees that Motel 6 is entitled to obtain a
restraining order(s) or obtain injunctive relief from any court of jurisdiction to prohibit the
operation of a hotel or motel in violation of any of the restrictions set forth above, and, in
addition to such equitable relief, may also assess and collect damages from any party who
violates the restrictive covenants on the Property.

Since actual damages may be difficult, if not impossible to prove, the owner of the
Property agrees that liquidated damages may be assessed to reimburse Motel 6 for any loss it
may have should the Property, or any part thereof, violate the restrictive covenants. The owner
of the Property agrees that liquidated damages in the amount of \$10,000.00 per month is
reasonable and not a penalty.

To the extent not modified herein, the Restrictive Covenant(s) set forth in the Declaration
of Restrictive Covenant shall remain in place, unmodified and in full force and effect.

All costs and expenses, including attorney fees, incurred by Motel 6 in either a proceeding
in equity or an action to collect damages, or both, shall be taxed against the offending party and
shall be declared by the Court to constitute a lien against the real estate wrongfully operated.
Such lien shall remain against the offending property until paid and shall allow the offending

property to be subject to foreclosure to pay the amount owed hereunder.

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This Modification of Declaration of Restrictive Covenant shall take effect and be in full force and effect when executed by the owner(s) of the Property and Motel 6.

IN WITNESS WHEREOF, the parties hereto have executed this Modification this 1st day of August 1994.

BOARD OF EDUCATION OF
DAVIS COUNTY SCHOOL DISTRICT

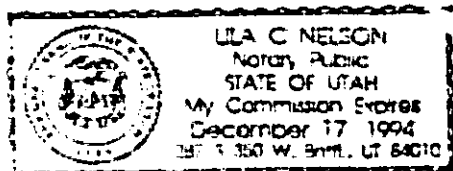
BY: Roger C. Bliss

STATE OF UTAH

COUNTY OF Davis

On this 1st day of August, 1994 before me the undersigned, a Notary Public in and for said State, personally appeared Roger C. Bliss, personally known to me or proved to me on basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.



Lila C. Nelson

Notary Public, State of Utah
My commission expires _____

APPROVED AND ACCEPTED
FOR MOTEL 6 OPERATING L.P., a Delaware
limited partnership
By: Motel 6 G.P., Inc., managing general partner
By: Michael A. Ferraro
Michael A. Ferraro
Title: Vice President Reai Estate

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LEGAL DEPT.
pm
APPROVED
AS TO FORM

STATE OF TEXAS
}
COUNTY OF DALLAS

On this 18 st day of July, 1994, before me the undersigned, a Notary Public in and for said State, personally appeared Michael A. Ferraro, personally known to me or proved to me on basis of satisfactory evidence to be the person who executed the within instrument as the Vice President of Real Estate, Motel 6 Operating L.P., By Motel 6 G.P., Inc., managing general partner of Motel 6 Operating L.P..

WITNESS my hand and official seal.



T. Strobel
Notary Public, State of Texas
My commission expires 07/20/97

EXHIBIT A

E 1134668 B 1787 P 530

PARCEL NO. 1:

Beg. 229.68 feet N Fr the SE cor of the NW 1/4 of Sec. 36. T2N. R1W. SLM. Th N 137.72 ft; Th W 210.5 Ft; Th S 137.72 Ft; Th E 210.5 Ft to Beg., Cont. .665 acres.

PARCEL NO. 2:

06-093-0075

Beg 3.48 Chs N of SE cor of NW 1/4 Sec 36, T2N, R1W, SLM, Th W 3.18 Chs; Th S 1.5 Chs; Th E 3.18 Chs; Th N 1.5 Chs to POB, Cont. .48 acres

PARCEL NO. 3:

06-093-0076

Beg at NW cor of Lot 10, Sec 36, T2N-R1W; SLM: Th S 1.5 Chs; Th S 86°49' E 257.12 ft mol to W Bdry line of ppty conv to St Rd Comm In 134-507; Th NE'ly 127.0 ft mol alg arc of a 1850.1 ft Rad curve to left to P of compound curve; Th NE'ly 136.0 ft--MOL alg arc of a 7519.4 ft rad cur to left to N bdry line of Grantors Land; Th W 363 ft. mol to a pt N of beg; Th S 133 ft, mol to pob. Cont. 1.50 acres

PARCEL NO. 4:

06-093-0074+0076

Beg on E line of a 4 rod St. 800 West St at a pt 177.5 Ft W & 2064.1 Ft S of NW 1/4 cor sec 36: th E 177.50 Ft; th N 62.5 ft; th S 88°26' E 169.12 Ft; Th S 88° 50' E 328.60 Ft to W line of Interstate 15; Th SW'ly Alg A 7519.4 ft rad curve to right 158 Ft. M or L. to S line Lot 13 SD Sec; Th N 87° 54' W 434.3 Ft. M or L. to a pt given as SW cor SD Lot 13; Th W'ly 177.5 ft to E line Sd St. to a pt given as 504.4 ft N & 177.5 ft W fr SE cor of NW 1/4; Th N alg SD St 75.22 ft to POB cont 2.065 acres.

PARCEL NO. 5:

06-093-0031+0080+0081

Beg at SW cor Lot 12, a part of NE 1/4 Sec 36: T2N-R1W: SLM: E'ly alg S ln SD Lot 12. 375 Ft. MOL. to W line of ppty conv to St Rd Comm In 135-10; Th NE'ly 154 ft M or L. alg arc of a 0° 45' curve to left to N'ly bdry line of SD lot 12; Th W'ly 437 ft to NW cor SD Lot 12; Th S 139 ft to pob. Cont. 1.30 acres

PARCEL NO. 6:

06-093-0030

Beg 367.4 ft N fr the SE cor of the NW 1/4. of Sec. 36, T2N, R1W, SLM, Th N 137.72 ft; th W 210.5 ft; Th S 137.72 Ft; Th E 210.5 ft to Beg., cont. .666 acres.

06-093-0031+0075

EXHIBIT "B"

- CONFIDENTIAL -
for use by Hampton Inn hotels only

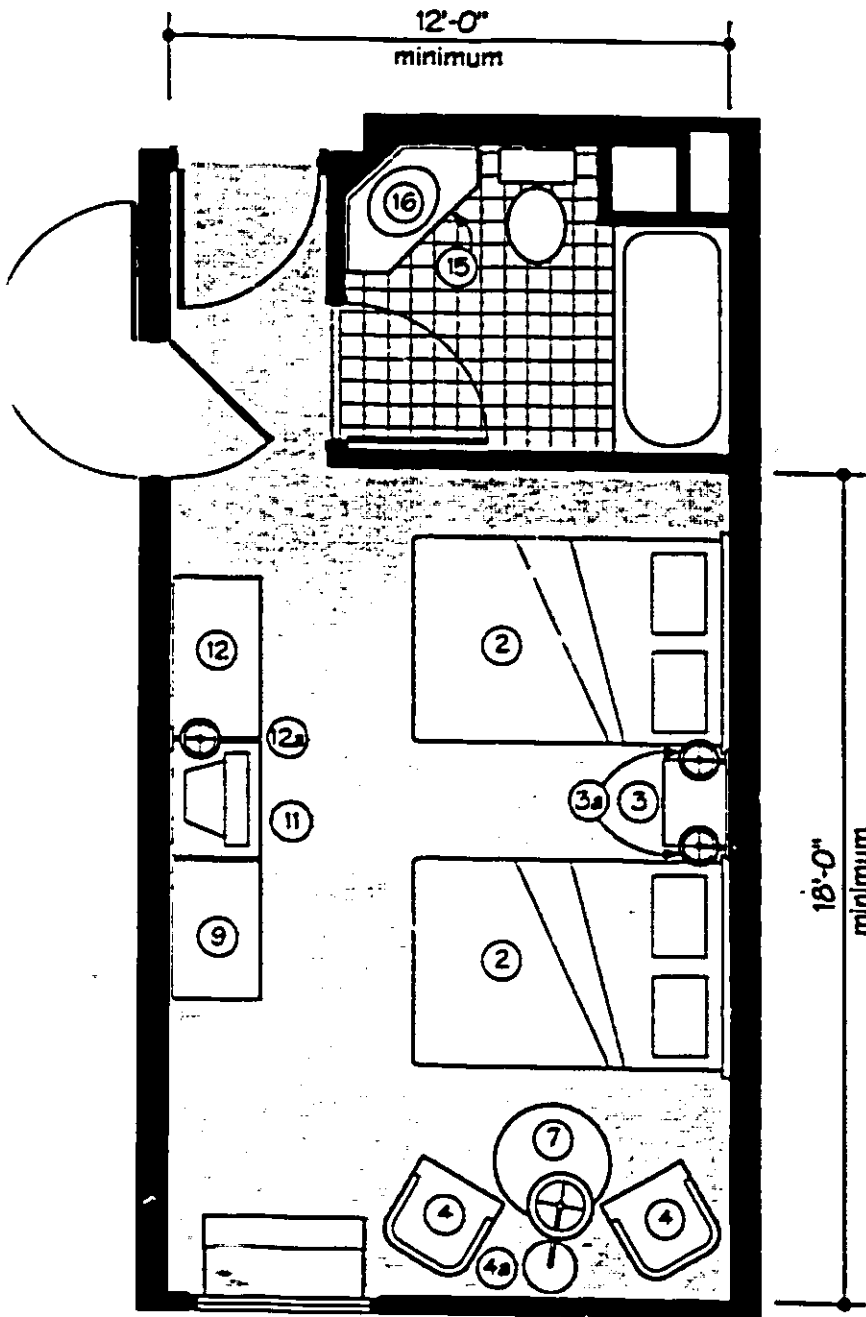
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BUILDING AND FURNISHINGS STANDARDS

EXPOSURE BOARD

**DOUBLE-DOUBLE ROOM
INTERIOR CORRIDOR**

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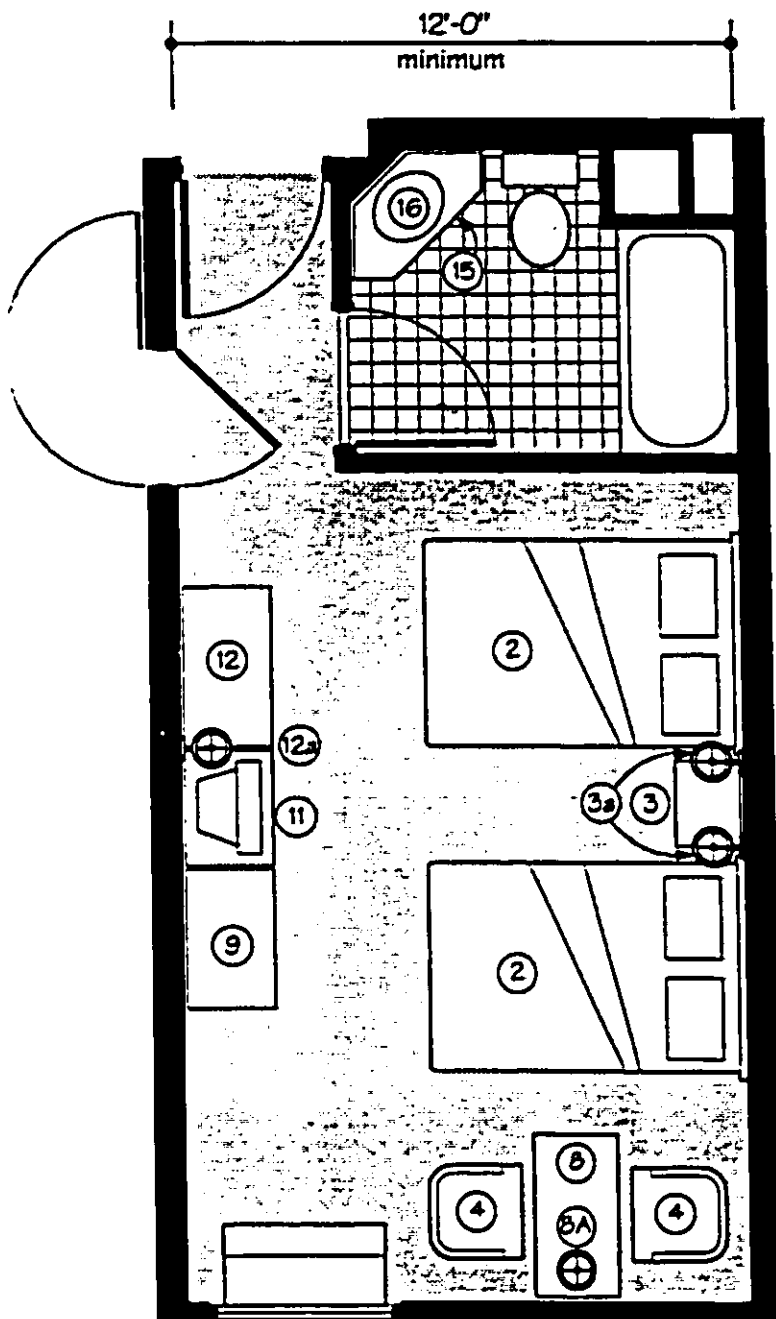
- 2 - Double Bed
- 3 Nightstand
- 3a Wall Mounted Lamp
- 4 Activity Chair
- 4a Floor Lamp
- 7 Activity Table
- 9 Wardrobe
- 11 Chest of Drawers with TV
- 12 Luggage Bench
- 12a Wall Mounted Lamp
- 15 Vanity Front
- 16 Vanity Top

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BUILDING AND FURNISHINGS STANDARDS

DOUBLE-DOUBLE ALTERNATE ROOM INTERIOR CORRIDOR

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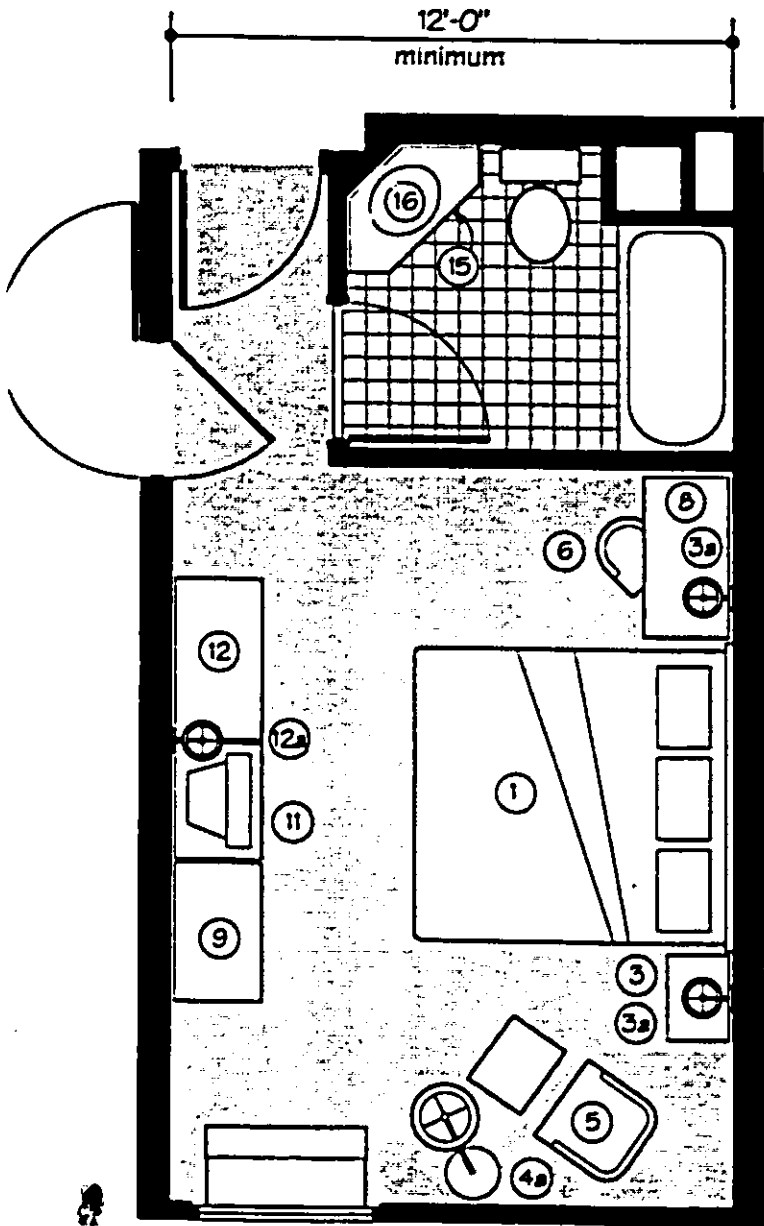


- 2 Double Bed
- 3 Nightstand
- 3a Wall Mounted Lamp
- 4 Activity Chair
- 4a Floor Lamp
- 8 Desk
- 8a Desk Lamp
- 9 Wardrobe
- 11 Chest of Drawers with TV
- 12 Luggage Bench
- 12a Wall Mounted Lamp
- 15 Vanity Front
- 16 Vanity Top

BUILDING AND FURNISHINGS STANDARDS

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**KING ROOM
INTERIOR CORRIDOR
MODIFIED PROTOTYPE**



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- 1 King Bed
- 3 Nightstand
- 3a Wall Mounted Lamp
- 4a Floor Lamp
- 5 Recliner or Lounge Chair with Ottoman
- 6 Desk Chair
- 8 Desk
- 9 Wardrobe
- 11 Chest of Drawers with TV
- 12 Luggage Bench
- 12a Wall Mounted Lamp
- 15 Vanity Front
- 16 Vanity Top

16' Bedroom is only permitted in
Modified Prototype Hotels

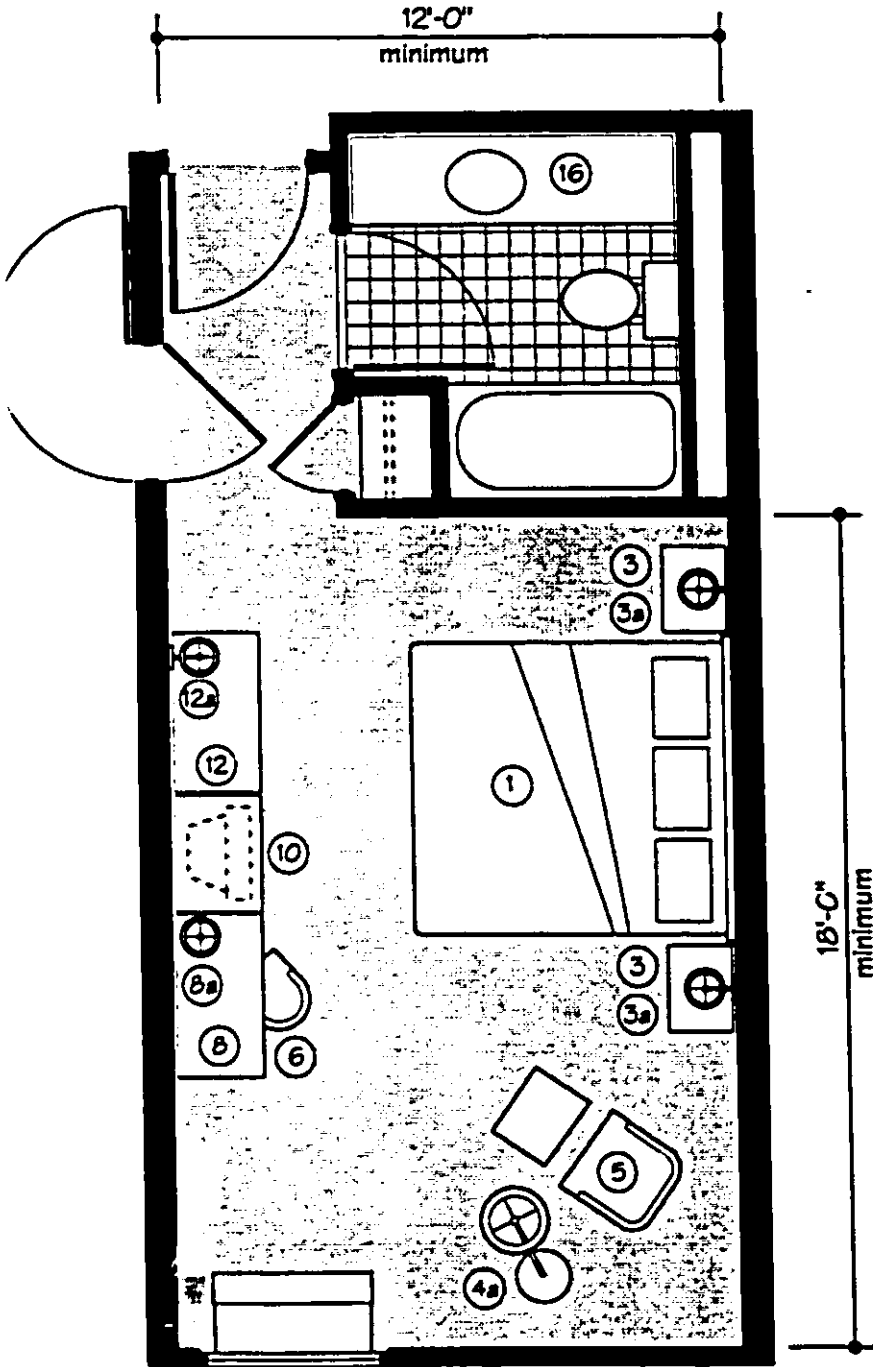
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BUILDING AND FURNISHINGS STANDARDS

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KING ROOM - Alternate Bath INTERIOR CORRIDOR

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When this Alternate Bath layout is used, the electrical outlet for the desk lamp must be shifted from its normal position (see Prototype Plans) to a position behind the desk.

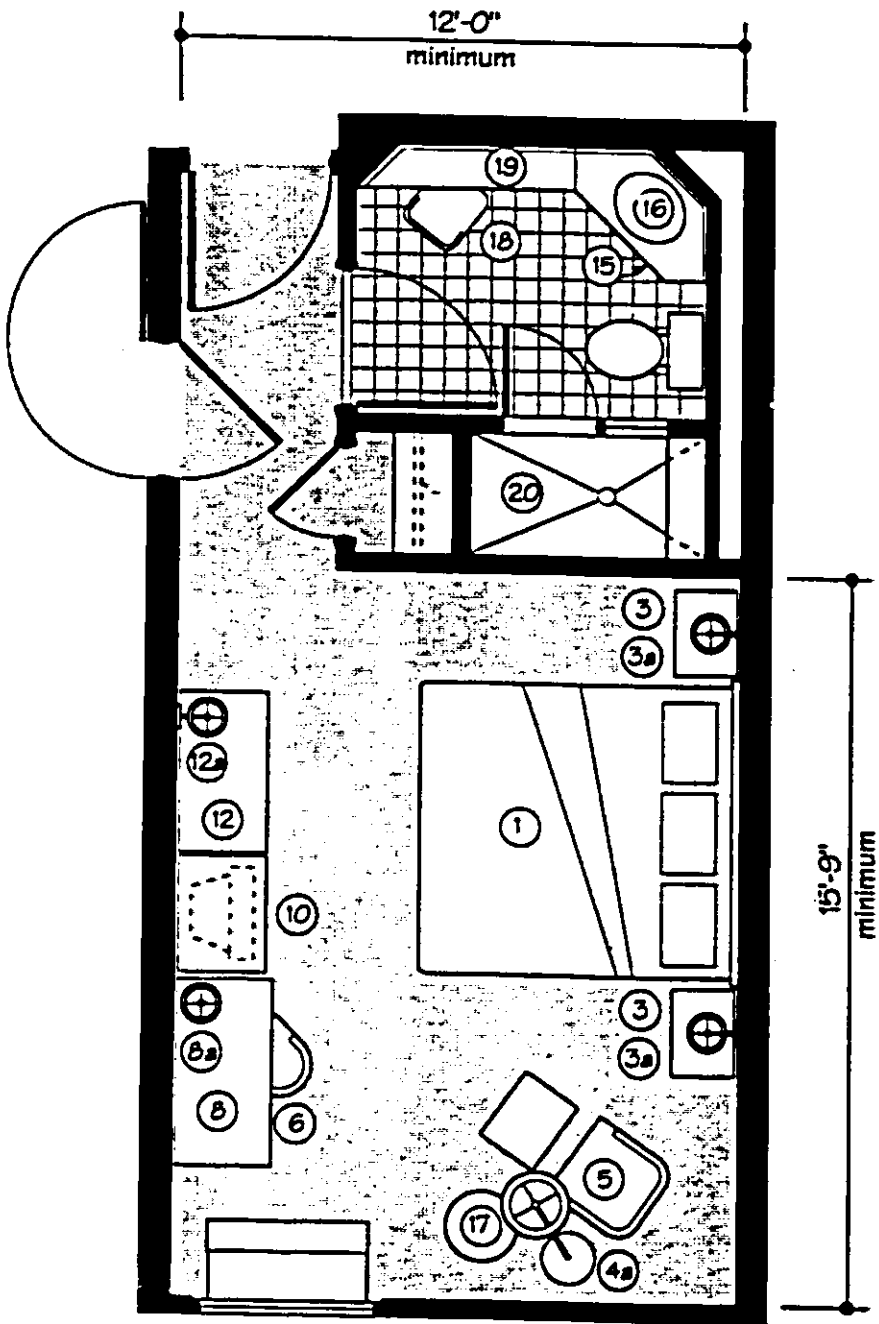
- 1 King Bed
- 3 Nightstand
- 3a Wall Mounted Lamp
- 4a Floor Lamp
- 5 Recliner or Lounge Chair with Ottoman
- 6 Desk Chair
- 8 Desk
- 8a Desk Lamp
- 10 TV Armoire
- 12 Luggage Bench
- 12a Wall Mounted Lamp
- 16 Vanity Top

BUILDING AND FURNISHINGS STANDARDS

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KING DELUXE ROOM INTERIOR CORRIDOR

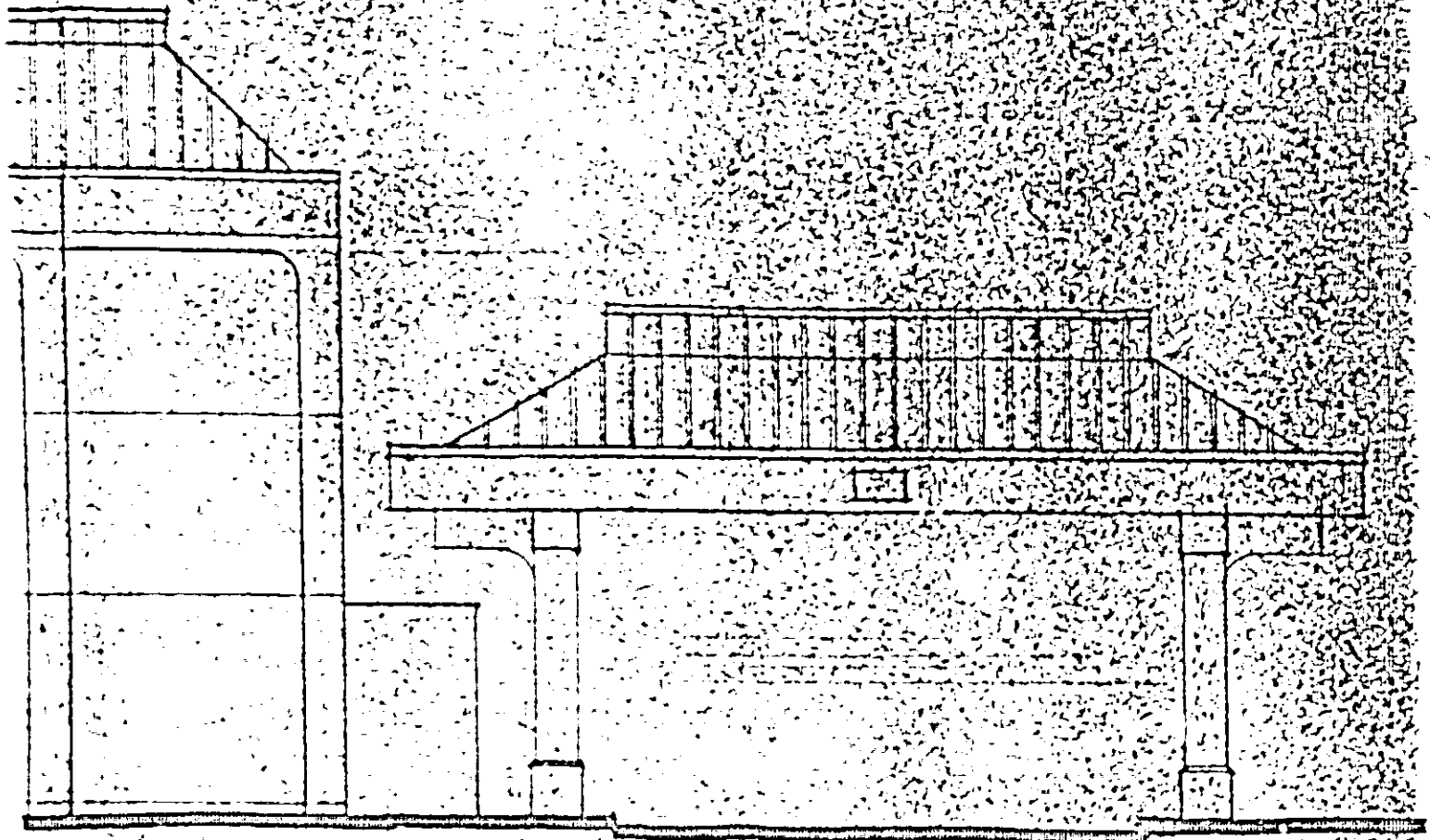
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- 1 King Bed
- 3 Nightstand
- 3a Wall Mounted Lamp
- 4a Floor Lamp
- 5 Recliner or Lounge Chair with Ottoman
- 6 Desk Chair
- 8 Desk - 24" x 48"
- 8a Desk Lamp
- 10 TV Armoire
- 12 Luggage Bench
- 12a Wall Mounted Lamp
- 15 Vanity Front
- 16 Vanity Top
- 17 Occasional Table
- 18 Vanity Stool
- 19 Vanity Shelf
- 20 Shower Stall with Seat

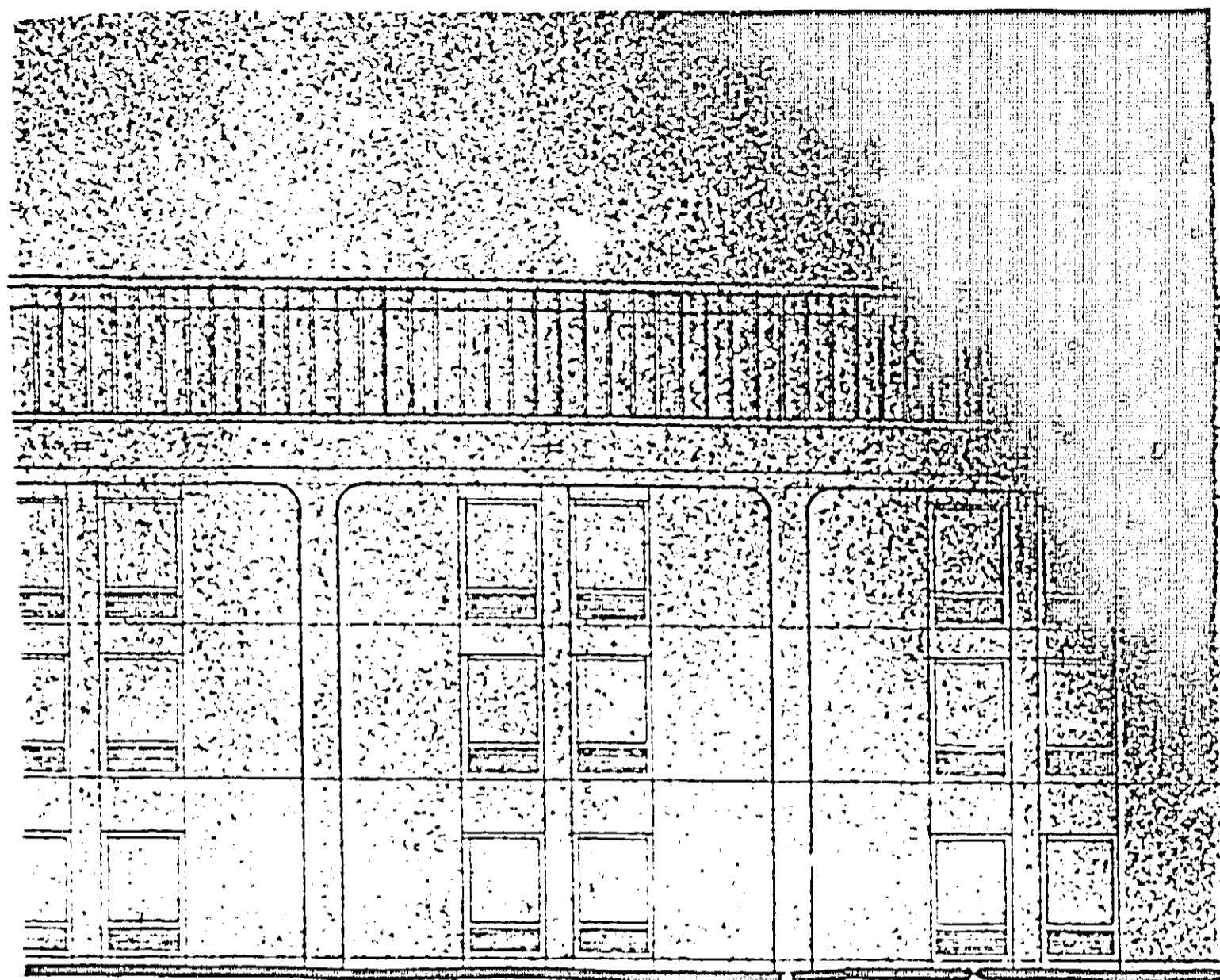
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THE ARCHITECTS FIRM
OF THE DISTRICT OF COLUMBIA
WASHINGTON, D. C.

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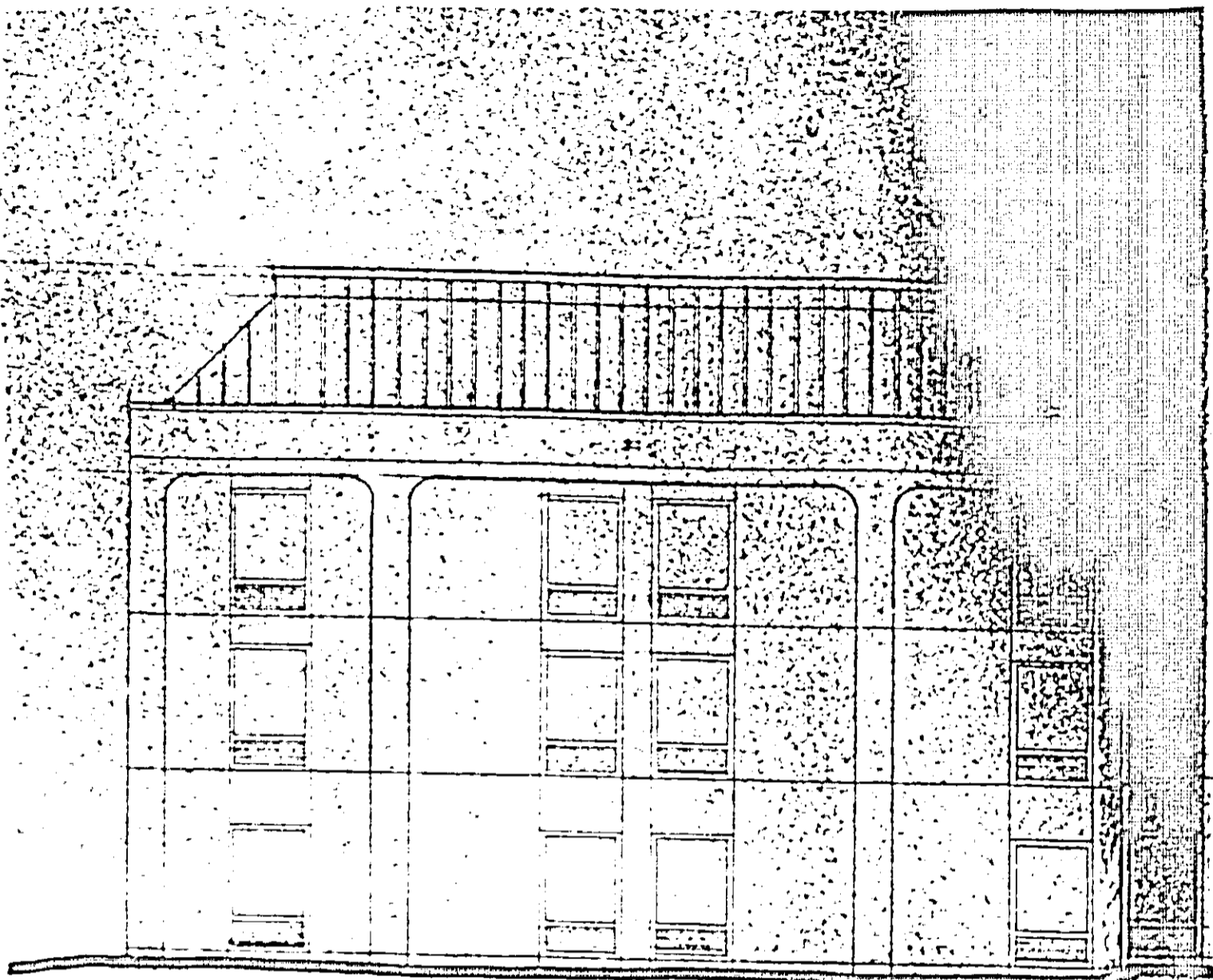


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