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**SECOND AMENDED AND RESTATED
DECLARATION OF EASEMENTS, CONDITIONS AND RESTRICTIONS**

This SECOND AMENDED AND RESTATED DECLARATION OF EASEMENTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made as of this 3rd day of October 2002, by and between D. BROTHERS CORPORATION, a Utah corporation, BYRON C. DAY, ALAN L. DAY, CARL W. DAY and STEVEN LEON DAY, and DAYS, L.L.C., a Utah limited liability company (jointly as "Day's"); HARMAN MANAGEMENT CORPORATION, a Utah Corporation ("KFC") and WASATCH H.C., LIMITED LIABILITY COMPANY, a Utah limited liability company ("Wasatch") based upon the following:

I. RECITALS.

1.1 This Second Amended and Restated Declaration of Easements, Conditions and Restrictions completely replaces that certain Declaration of Easements, Conditions and Restrictions dated August 8, 1997 and recorded as Entry No. 00196699 in Book 357 at Page 00538 of the records of the Wasatch County Recorder and that certain Amended and Restated Declaration of Easements, Conditions and Restrictions, dated January 27, 1998 and recorded as Entry No. 00200647 in Book 372 at Pages 638-659 of the records of Wasatch County.

1.2 Attached hereto as Exhibit "A" and incorporated herein by reference is a site plan (the "Site Plan") for the development of a shopping center (the "Shopping Center") on certain property in Heber City, Utah, located between Main Street and 1st West Street. Each of the parties hereto is an owner of a parcel or parcels of property shown on the Site Plan. Day's is the owner of Parcels 1, 4, 5 and 6 and Wasatch is the owner of Parcel 2 and KFC is the Owner of Parcel 3. Each Parcel is hereinafter referred to as "Parcel" followed by the respective number 1 through 6. The specific legal descriptions of the six parcels are attached as Exhibit "B" and incorporated herein by reference.

1.3 The parties hereto (the "Parties") desire to develop the Shopping Center represented by Parcels 1, 2, 3, 4, 5 and 6 and have determined that it is in the best interest of each of the Parties to join together for certain purposes related to such development.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual covenants, conditions and restrictions contained herein, the Parties hereto hereby agree as follows:

II. PURPOSE-EXPIRATION.

2.1 The purpose of this Agreement is to establish certain easements, conditions and restrictions pursuant to which each Party can carry out its business on its respective parcel with the benefit of and together with the burdens created by this agreement. This agreement will sometimes be referred to hereinafter as the "Declaration."

2.2 Unless renewed by the Parcel Owners, this Declaration shall expire and be of no further force or effect thirty (30) years from the date hereof. However, no such termination shall terminate any easement granted herein (including, without limitation, the easements granted in Article V herein), and all such easements shall survive any termination of this Declaration and may be extinguished only in the manner provided by law for the termination of easements. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until the first to occur of: (a) thirty (30) years from the date hereof, or (b) twenty-one (21) years after the death of the last survivor of the now living descendants of Michael Leavitt, Governor of the State of Utah.

III. DEFINITIONS:

(a) "Building Area": All those areas on each Parcel shown as Building Area on Exhibit A attached hereto and incorporated herein by this reference.

(b) "Non-Building Area": All those areas on each Parcel which are not Building Area together with those portions of the Building Area on each Parcel which are not from time to time actually covered by a building or other commercial structure or which cannot under the terms of this Declaration be used for buildings. Canopies which extend over the Non-Building Area, together with any columns or posts supporting same, shall be deemed to be a part of the building to which they are attached and not a part of the Non-Building Area.

(c) "Lien holder": Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.

(d) "Owner": The record holder of fee simple title to a Parcel, its heirs, personal representatives, successors and assigns. If there is more than one record holder, then all record holders, together, constitute the Owner.

(e) "Parcel": Parcel 1, 2, 3, 4, 5 or 6 as shown on Exhibit A and more particularly described in Exhibit B attached hereto.

(f) "Reserved Section": All of the parking spaces to the North of the building on Parcel 2 as marked on the Site Plan, which are for the exclusive use of the Owner of Parcel 2.

(g) "Secure Section": The area West of the Building on Parcel 2 as marked on the Site Plan which shall be fenced with a chain link fence, with plastic visual barrier strips (or other comparable fence), and shall be for the exclusive use of the Owner of Parcel 2.

(h) "Service Facilities": Loading docks, trash enclosures, bottle storage areas and other similar service facilities.

IV. BUILDING AND NON-BUILDING AREA DEVELOPMENT

4.1 Building Location: The Building Areas shown on the Site Plan are intended as a general representation of the location of buildings to be built. The buildings can be moved within the Building Area on the Parcel providing the overall development is substantially in compliance with the Site Plan. All buildings and other structures shall be placed or constructed upon the Parcels only in the Building Areas; provided, however, that canopies, eaves and roof overhangs (including columns or posts supporting same), normal foundations, utility cabinets and meters, signs and doors for ingress and egress may project from the Building Area to the extent permitted in Section 5.3 below. All of the foregoing shall be constructed and maintained in accordance with all local, state and federal laws, rules and regulations applicable thereto. All Building Areas on which buildings are not constructed or under construction within two (2) years of the date this Second Amended and Restated Declaration of Easements, Conditions and Restrictions shall be covered by a one-inch asphalt dust cap or grass and kept weed free and clean and or cut at the Owner's sole expense until such time as buildings are constructed thereon.

4.2 Non-Building Area: The Non-Building Area on each Parcel may be used by the Owner of such Parcel and other persons designated by such Owner for vehicular driving, parking, pedestrian traffic, directional signs, sidewalks, walkways, landscaping, perimeter walls and fences, parking lot lighting, utilities and Service Facilities and for no other purpose unless otherwise specifically provided in this Declaration. No buildings or structures not shown on Exhibit A shall be placed or constructed in the Non-Building Area except pylon and directional signs (subject to the limitation in Article VI) paving, bumper guards or curbs, landscape planters, lighting, standards, perimeter walls and fences, utility pads and equipment, sidewalks and, to the extent that they are located, and do not impede access, to the rear or sides of buildings, Service Facilities. The Non-Building Area shall be constructed generally in accordance with the Site Plan and shall be kept and maintained as provided herein. The sizes and arrangements of the Non-Building Area improvements, including, without limitation, driveways, service drives and parking areas, striping, traffic directional arrows and signs, concrete bumpers, parking lot lighting, perimeter walls and fences, and landscaped areas, together with necessary planting, may not be materially changed in such a way as to materially adversely affect another Owner without the prior written consent of the affected Owner(s), which consent shall not be unreasonably withheld. Notwithstanding the

foregoing, the Owner of Parcel 2 may place a reasonable "speed bump" in the driveway to the North of his building but it shall be placed West of the circulation drive entering from Main Street and turning to the North so as not to slow the traffic entering and making that turn.

4.3 Type and Design of Building:

(a) Each building on the Parcels, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevations (including, without limitation, signs and color) will be architecturally and aesthetically compatible and harmonious with other buildings in the Shopping Center. The presently existing exterior elevations for the buildings constructed on Parcels 1 and 2 have been presented to the Owners and are approved by the Owners.

(b) Every building shall be either equipped with automatic sprinkler systems which meet all the standards of the Insurance Services Office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any building built upon any other Parcel. The purpose of this subparagraph (b) is to allow buildings built on each Parcel to be fire rated as separate and distinct units without deficiency charge.

(c) The buildings on Parcels 2, 3, 4 and 5 shall be single story and shall not exceed twenty-five (25) feet in height. The buildings on Parcel 6 shall not exceed the height of the building on Parcel 1.

(d) Each of the Owners shall maintain or cause to be maintained the exterior of any building located on such Owner's Parcel in a quality and condition comparable to that of first class shopping centers of comparable size and nature located in the same geographic area as the Shopping Center. All Service Facilities shall be attractively screened from view from the parking areas.

4.4 Construction Requirements:

(a) All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any building, sign or Non-Building Area improvements located on the Parcels shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay access to or from the Parcels, or any part thereof, or to or from any public right-of-way. Unless otherwise specifically stated herein, the person contracting for the performance of such work ("Contracting Party") shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all Non-Building Area improvements damaged or destroyed in the performance of such work. No construction will be performed on Parcel 6 during the period between November 15 to January 2. No access will be allowed over Parcel 1 for construction activities on Parcels 3, 4, 5 and 6 except that Parcel 6 may have access over the 100 West drive on Parcel 1 to the North of the Building on Parcel 1. All construction staging shall be done within the respective Parcels.

(b) The Contracting Party doing construction on its Parcel shall not permit any liens to stand against any other Parcel for any work done or materials furnished in connection with the performance of the work described in subparagraph (a) above; provided, however, that the Contracting Party may contest the validity of any such lien, but upon a final determination of the validity thereof, the Contracting Party shall cause the lien to be satisfied and released of record. The Contracting Party shall, within thirty (30) days after receipt of written notice from the Owner of any Parcel encumbered by any such lien or claim of lien, cause any such outstanding lien or claim of lien to be released of record, failing which the Owner or Tenant of said Parcel shall have the right, at the Contracting Party's expense, to remove said lien. The Contracting Party shall indemnify, defend and hold harmless the Owners and occupants of the Shopping Center from any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action, arising out of or in any way connected with the performance of such work, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

4.5 Casualty and Condemnation: In the event all or any portion of any building on the Parcels is (i) damaged or destroyed by fire or other casualty, or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the Owner of such building shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove or cause to be removed the damaged portion of such building together with all rubble and debris related thereto. All Building Areas in which buildings are not reconstructed following a casualty or condemnation shall be graded or caused to be graded by the Owner thereof to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Parcels or any portion thereof, shall be covered by a one-inch asphalt dust cap and shall be kept weed free and clean at the Owner's sole cost and expense until buildings are reconstructed thereon.

4.6 Indemnification: The Parties hereby agree to indemnify, defend and hold harmless each other from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring in or on the indemnifying Owner's Parcel, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

V. EASEMENTS

5.1 Ingress, Egress, and Parking: The Parties hereby grant to each other and to their respective tenants, contractors, employees (except as herein limited), agents, customers, licensees and invitees, and the subtenants, contractors, employees (except as herein limited) agents, customers, licensees and invitees of such tenants, for the benefit of each Parcel a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking (except as herein limited) upon, over and across that portion of the Non-Building Area located on the grantor's Parcel, except for those areas devoted to Service Facilities or drive-up or drive through customer service facilities as shown on the Site Plan.

(a) The easement for cross parking granted above shall also not apply as between Parcel 2 and the other Parcels. Notwithstanding anything in this Agreement to the contrary, the Owner of Parcel 2, its tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, shall have no right to park on Parcels 1, 3, 4, 5 or 6 and the Owners of Parcels 1, 3, 4, 5 and 6 and their tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, shall have no right to park on Parcel 2.

(b) The easement for cross parking granted herein is for the convenience of the customers of the businesses operating on Parcels 1, 3, 4, 5 and 6 only. Notwithstanding the easement for cross parking provided above, the Owner of each Parcel shall be required to furnish, on that Parcel, sufficient parking places to meet the planning and zoning parking requirements for the use or uses on that Parcel, and shall not be entitled to rely on the easement for cross parking to provide any of such required parking.

(c) The owners or occupants and all employees, contractors, vendors and suppliers of each Parcel shall park on that Parcel.

5.2 Utility Lines and Facilities:

(a) The Parties, as grantors, each hereby grant to the other, for the benefit of each Parcel a nonexclusive easement under, through and across the Non-Building Area (except portions of the Non-Building Area that may also be Building Area) of the grantor Parcel (the Servient Parcel) for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas mains and other public or private utilities running to another Parcel (the "Dominant Parcel"). All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service (including temporary service required during, the construction, maintenance, repair, replacement, alteration or expansion of any buildings or improvements located on the Parcels). The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the improved Non-Building Area or with the normal operation of any business in the Shopping Center. The Owner of the Dominant Parcel shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities, shall repair to the original specifications any damage to the Non-Building Area resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Parcels upon which such utility lines and facilities are located within thirty (30) days after the date of completion of construction of same.

(b) At any time and from time to time a Party shall have the right to relocate on its Parcel any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the land of the Party, provided that any such relocation (i) shall be performed only after thirty (30) days notice of the Parties' intention to undertake the relocation shall have been given to the other Parties, (ii) shall not unreasonably interfere with or diminish utility service to the Parcels served by the utility line or facility, (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility, (iv) shall be performed without cost or expense to the occupant of any other Parcel, and (v) shall provide for the original and relocated area to be restored to the original specifications. The Party performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the other Party within thirty (30) days after the date of completion of such relocation.

(c) In addition to other easements provided for in this Section 5.2, there is hereby created and reserved an easement for an underground irrigation water line, its clean outs and related facilities in the location identified on the Site Plan. The foregoing easement is perpetual, non-exclusive and for the benefit of the particular entity or company owning the irrigation water line and is shown specifically as to location on the Site Plan. The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the improved Non-Building Area or with the normal operation of the business on the affected Parcels. The owner of such easement shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities, shall repair to the original specifications any damage to the Non-Building Area resulting from such use and shall provide as-built plans for all such facilities to the Owner of the Parcels on which such easement is located.

(d) Each of the Parties agrees to grant such additional easements as are reasonably required by any public or private utility for the purpose of moving existing lines to accommodate development or for the purpose of providing to a Parcel the utility lines and facilities described herein provided such easements are not otherwise inconsistent with the provisions of this Declaration.

(e) With respect to the above, all construction work done with respect easements or installations over Parcel 1 shall be done so as to be completed prior to November 15 of the year or not started until after January 2 of the year.

5.3 Building Encroachments: Each of the Owners of Parcels 1 and 6 hereby grants to the other Owner and any lessees of that Owner, for the benefit of the other Parcel an easement for any portion of any building or structure located on any such Parcel which may encroach into or over the grantor's adjoining parcel, provided the easement for footings, piers, piles, grade beams and building encroachments does not exceed four (4) feet, and provided that the encroachments do not diminish the buildable area of the servient Parcel. The easements granted in this Section 5.3 shall survive the termination of this Declaration and shall last so long as the encroaching building is standing following its initial construction or following its reconstruction where such building is substantially restored to its prior condition following a casualty or condemnation.

5.4 Easement for Common Wall between Parcel 1 and Parcel 6:

(a) The owner of Parcel 1 has constructed a wall on Parcel 1 which shall serve as the north wall of the building on Parcel 1 and the south wall of a smaller building on Parcel 6. The wall has been constructed in accordance with the architectural plans for the building to be built on Parcel 1, but with sufficient strength to also support the structure of the building to be built on Parcel 6.

(b) The wall as constructed was originally built at the cost and expense of the Owner of Parcel 1 and, to the extent it forms a wall of the building built on Parcel 6, shall be and remain a party wall (the "Party Wall"). Where the wall is not used as a wall of the building on Parcel 6, it shall not be a party wall and the Owner of Parcel 6 shall have no rights or interest in that portion of the wall. Each Owner shall maintain the surface of the Party Wall on its side at all times in good condition and repair. Should the Party Wall be destroyed or damaged by any cause, or should structural repairs be required, the parties together shall reconstruct or repair the Party Wall to be substantially same as it was before it was damaged or destroyed and each party shall bear a share of the cost of restoring the Party Wall equal to the relative surface area of the Party Wall used by that Owner. Each Owner shall be entitled to use its side of the Party Wall by attaching structural and finishing material to it. Any cuts into the Party Wall for attaching structural members shall be made in accordance with the advise of architects and engineers competent to give such advise so as to preserve the structural integrity of the Party Wall. There shall be no openings through the Party Wall without the written consent of the owners of Parcel 1 and Parcel 6. The building on Parcel 6 shall be constructed in such a manner that its entire roof structure is below the top of the Party Wall.

(c) Neither Parcel Owner shall take any action or inaction that would in any way weaken or prejudice the structural integrity of the Party Wall and each Parcel Owner shall indemnify and hold the other Parcel Owner free and harmless from any and all such actions or failures to act.

(d) This easement and agreement for the Party Wall shall be covenants running with the land, shall be binding upon the Owners, their successors, assigns, lessees and occupants and shall terminate only upon agreement of both Owners, or upon cessation of use of the Party Wall as a common wall for more than two years. Termination of this Declaration shall not affect this Section 5.4.

(e) The Owner of Parcel 1 shall at all reasonable times have an easement over the Non-Building Area of Parcel 6 for the maintenance of the Party Wall as well as the Non-Party Wall portion of the wall. Said easement shall be exercised with reasonable care and the Owner of Parcel 1 shall promptly repair any damage caused by its use of the easement.

(f) Prior to construction of the building on Parcel 6, the Owner of Parcel 6 shall obtain the consent of the Owner of Parcel 1 with respect to the exterior design and compatibility of the building with the existing building on Parcel 1 as well as the details of the connection to the Party

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Wall as they relate to the safety and soundness of the Party Wall. The consent of the Owner of Parcel 1 shall not be unreasonably withheld. The Owner of Parcel 6 shall provide to the Owner of Parcel 1 plans and specifications for that construction and the Owner of Parcel 1 shall have fifteen (15) days in which to consent or to provide to the Owner of Parcel 6 a detailed list of objections. Failure to provide either a consent or a detailed list of objections shall be deemed to be a consent. If a detailed list of objections is provided, the Owner of Parcel 6 shall respond to those objections in writing to the Owner of Parcel 1. The Owner of Parcel 1 shall have five (5) days to respond in writing with any specific objections to the response of the Owner of Parcel 6. Failure to respond shall be deemed consent. Should the Owner of Parcel 1 respond with objections upon which the parties still cannot agree, the matter shall be resolved by an architect agreed upon between the parties, or if they cannot agree, by an architect appointed by the President of Associated Foods, Inc. Each party shall pay one half the cost of any such architect.

(g) In the event of damage or destruction or in the event that the owner of Parcel 1 desires to demolish the building on Parcel 1 it shall have no obligation to rebuild the building in the same location that it now exists. However, in such an event, the Owner of Parcel 1 shall reasonably cooperate with the Owner of Parcel 6 to preserve the portion of the Party Wall that supports the building on Parcel 6, but any additional expense incurred in preserving the wall shall be paid by the Owner of Parcel 6.

VI. OPERATION OF NON-BUILDING AREA.

6.1 Signs: Subject to Governmental approval, free-standing signs may be erected on each Parcel for the advertising of businesses on that Parcel only, except as follows:

(a) There is currently a sign lease with Reagan Outdoor Advertising ("Reagan") on Parcel 2, and the Owner of Parcel 2 may continue, at the location on Parcel 2 where Reagan's sign is currently located, to have a sign which advertises other businesses.

(b) The Owners of Parcel 1 and Parcel 6 may have a joint free-standing sign which advertises the businesses on those two Parcels.

6.2 Protection of Non-Building Areas: Each Parcel owner shall have the right to take such steps as it deems necessary to prevent those persons not authorized by this Declaration to use the Non-Building Area from using the Non-Building Area for ingress, egress and parking. Such steps shall include, without limitation, the construction of fences, walls or barricades along the boundary lines of any portion of the Parcels Shopping Center except along the common boundary line of any Parcel with any other Parcel. Each Parcel owner agrees that no fences, walls or barricades will be constructed along the common boundaries or that will interfere with ingress or egress to or from the other Parcels or any public right-of-way in accordance with this Declaration. Nothing in the foregoing shall be deemed to prevent the Owner of Parcel 2 from fencing the Secure Section.

6.3 Sales: No portion of the Non-Building Area, except sidewalks, shall be used for display of merchandise; provided, however, that the sale of food and merchandise by the occupant of Parcel 1 shall be permitted from the parking lot located on Parcel 1 subject to the following restrictions: (i) all booths, stands, displays and other structures erected in connection with such sales shall be promptly removed upon termination of said activities, (ii) the Non-Building Area shall be promptly repaired to its condition immediately prior to said sale at the sole cost and expense of the occupants of Parcel 1, and (iii) sales shall not interfere with the free movement of vehicular traffic within the Shopping Center or with access to or from the Shopping Center, or any part thereof, to or from any public right-of-way.

6.4 Maintenance Standards: Commencing on the date each Parcel owner completes the construction of the improvements on its Parcel, and opens for business, each Parcel owner shall, except as hereinafter provided, maintain the Non-Building Area at all times in good and clean condition and repair, said maintenance to include, without limitation, the following:

(a) Maintaining, repairing, and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material and specification originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability and restriping, when necessary;

(b) Clearing snow from all driveways and parking areas, removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition. If it becomes necessary to haul snow in order to maintain the drive areas on Parcel 2 open, the Owner of Parcel 1 shall pay the cost of such hauling only (not the cost of clearing);

(c) Maintaining, repairing and replacing, when necessary, all traffic directional signs, markers and lines;

(d) Operating, maintaining, repairing and replacing, when necessary, such artificial lighting facilities as shall have been installed on the Parcel;

(e) Maintaining all landscaped areas (including, without limitation, those on the perimeter of the Parcels); maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines; and replacing shrubs and other landscaping as is necessary;

(f) Maintaining, repairing and replacing, when necessary, all storm drains, sewers and other utility lines and facilities not dedicated to the public or private utility which are necessary for the operation of the buildings and improvements located on the Parcels (with the cost of such items being allocated between the Owners of all buildings and improvements serviced or to be serviced by said facilities on the basis of their respective Building Areas).

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VII. RESTRICTIONS ON USE-EXCLUSIVE USES

7.1 Shopping Center Restrictions:

(a) No part of Parcels 2, 3, 4, 5 or 6 shall be used as a grocery store, dry goods store, hardware store or combination grocery- dry goods-hardware store, pharmacy, bakery, delicatessen, or video store.

(b) No part of the Parcels shall be used as a sit down restaurant, but this restriction will not preclude use of Parcel 3 or Parcel 4 as a fast food facility, including tables where patrons may eat.

(c) No part of Parcel 1, Parcel 3, Parcel 4, Parcel 5 or Parcel 6 shall be used as an automotive maintenance or repair facility, automotive detailing facility or car wash.

(d) No part of the Parcels shall be used as a convenience store (except Parcel 1), bar, tavern, cocktail lounge, adult book store, adult video store, warehouse, flea market, entertainment or recreational facility, training or educational facility, for the renting, leasing or selling of or displaying for the purpose of renting, leasing or selling of any boat, motor vehicle or trailer; or for industrial purposes. For the purpose of this Declaration, the phrase "entertainment or recreational facility" shall include, without limitation, a theater, bowling alley, skating rink, gym, dance hall, billiard or pool hall, massage parlor, game parlor or video arcade (which shall be defined as any store containing more than four [4] electronic games).

(e) No inoperable, damaged, under repair or unsightly motor vehicle shall be allowed to remain in the parking or other areas of any of the Parcels, except that, the Owner of Parcel 2 may store vehicles under repair or awaiting estimate in the Reserved Section during the working day. All such vehicles shall be removed to the Secure Section after 6:00 p.m and on holidays and week ends. In cases of emergency, the Owner of Parcel 2 may leave vehicles awaiting repair on the Concrete Apron in front of his building or in the Reserved Section, but this shall be the exception, not the rule and any such vehicle shall not remain for more than thirty six (36) hours.

(f) No part of the Shopping Center except Parcel 1 shall be used as a financial institution. Parcels 3, 4 and 5 are restricted by deed which prohibits certain types of fast food restaurants. For the purpose of this paragraph, financial institution shall include, but not be limited to, a bank, savings and loan, credit union, mortgage company or a check cashing company.

VIII. INSURANCE

8.1 General Liability Insurance. Each Owner shall carry comprehensive general liability insurance covering its Parcel and all improvements thereon, in a minimum amount of \$2,000,000.00, single limit. The policy shall be with a company rated at least A-VII in Bests, and shall list the other Owners as named insureds and shall not be cancellable without thirty days written notice to

named insureds. A copy of the policy or a certificate of such insurance shall be delivered to and maintained with the named insureds. The policy limit shall be increased periodically to reflect industry trends with respect to increased coverage.

8.2 Fire and extended coverage insurance. Each Owner shall maintain Fire and extended coverage insurance on the improvements on its Parcel in amounts not less than eighty (80%) of insurable value.

IX. GENERAL PROVISIONS

9.1 Covenants Run With the Land: Each easement, covenant, condition and restriction contained herein applicable to each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and shall run with the land.

9.2 Successors and Assigns: This Declaration and the easements, covenants, conditions and restrictions created hereby shall inure to the benefit of and be binding upon the Parties and their heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise; provided, however, that if any Owner sells all or any portion of its interest in any Parcel, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title but shall remain liable for all obligations arising under this Declaration prior to the sale and conveyance of title. The new Owner of any such Parcel or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Declaration with respect to such Parcel or portion thereof after the date of sale and conveyance of title.

9.3 Go Dark: Nothing contained herein shall be construed to require any Owner to maintain any business open on its Parcel.

9.4 Injunctive Relief: In the event of any violation or threatened violation by any person of any of the provisions contained in this Declaration, the Parties shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law.

9.5 Modification and Termination: This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the Owners of sixty-five percent of the land area in the Shopping Center. No modification or termination of this Declaration shall affect the rights of any lien holder, whose Lien was of record prior to the modification or termination unless the lien holder consents in writing to the modification or termination.

9.6 Not a Public Dedication: Nothing, herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or

for any public purpose whatsoever, it being the intention of the Parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

9.7 Breach Shall Not Permit Termination: It is expressly agreed that no breach of this Declaration shall entitle the Parties or their successors or assigns to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Party or its successors or assigns may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

9.8 Default: A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from an Owner or its successors or assigns, specifying the particulars in which such person has failed to perform the obligations of this Declaration unless such person, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has cured the default specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be cured within said thirty (30) day period and such person has commenced to cure within the thirty (30) days and is thereafter diligently pursuing efforts to cure the default specified in the notice of default. Notwithstanding the foregoing, in no event shall the period of cure exceed one hundred eighty (180) Days.

9.9 Remedies: Each Owner shall be entitled to all of the remedies available at law and equity. In addition, after notice and failure to act or pay, as the case may be, on the part of a defaulting Owner a non defaulting Owner may perform the obligation or make the payment in default and the cost thereof shall become a lien on the Parcel of the defaulting Owner from and after the recording of a notice of lien with the Wasatch County Recorder. A notice of lien shall contain the name of the defaulting Owner, the legal description of the Parcel and a brief description of the default and the amount owed. A copy of the notice of lien shall be sent to the defaulting Owner. Amounts owed shall bear interest at the rate of eighteen percent (18%) per annum until from the date the costs were incurred until paid. The non defaulting Owner shall be entitled to attorneys fees and costs as hereinafter provided. The lien may be foreclosed in the manner provided by law for foreclosure of mortgages or deeds of trust. If foreclosed as a deed of trust, the defaulting Owner shall have the rights of the trustor, the non defaulting Owner shall have the rights of the Beneficiary and may appoint any member of the Utah Bar or any title insurance company to act as trustee.

9.10 Notices:

(a) All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of

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such designation, to the person and address shown on the then current real property rolls of Wasatch county:

Day's : D. Brothers Corporation
 890 South Main
 Heber City, UT 84032

 Attn: Bryon C. Day

Wasatch: WASATCH H.C., LIMITED LIABILITY
 COMPANY, a Utah limited liability company
 2808 North Avenue #400
 Grand Junction, CO 81501
 Attn: Richard Livingston

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Parties. All notices given pursuant to this Declaration shall be deemed given upon receipt.

(b) For the purpose of this Declaration, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the first date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non delivery by the sending Party .

9.11 Waiver: The failure of a person to insist upon strict performance of any of the provisions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the provisions contained herein by the same or any other person.

9.12 Attorneys' Fees: In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Declaration, the prevailing Party in any such action or proceeding shall be entitled to recover from the losing Party in any such action or proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal or bankruptcy related action).

9.13 Severability: If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those

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as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

9.14 Not a Partnership: The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties.

9.15 Third Party Beneficiary Rights: This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

9.16 Captions and Headings: The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

9.17 Entire Agreement: This Declaration contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any Party .

9.18 Construction: In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

9.19 Joint and Several Obligations: In the event any Party hereto is composed of more than one person, the obligations of said Party shall be joint and several.

9.20 Recordation: This Declaration shall be recorded in the office of the Wasatch county recorder.

9.21 Exhibits: The following are exhibits to this Declaration and are hereby incorporated herein as if set forth specifically herein:

- (a) Exhibit A - The Site Plan
- (b) Exhibit B - Legal description of the Parcels

EXECUTED as of the day and year first above written.

D. BROTHERS CORPORATION, a Utah corporation

By: Byr Way
Its: President

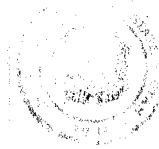
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 3 day of October 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Byron Day, to me known to be President of D. Brothers Corporation, a Utah corporation the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:
7-23-03

Barbara J. [Signature]
Notary Public
Residing at: Open Utah



[Additional signatures on following pages]

ML

WASATCH H.C., LIMITED LIABILITY COMPANY, a Utah limited liability company

By: Michael J. Smith
Its: Manager

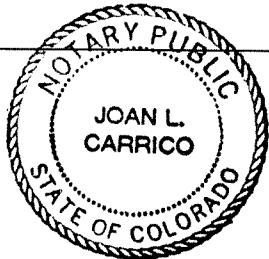
COLORADO
STATE OF ~~UTAH~~)
 MESA :SS
COUNTY OF ~~SALT LAKE~~)

On this 30th day of November, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared J. Richard Livingston to me known to be the Manager of Wasatch H.C., Limited Liability Company, a Utah limited liability company and executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Joan L. Carrico
Notary Public
Residing at: 1111 Horizon Drive, #510
Grand Junction, CO 81506



My Commission Expires
October 24, 2002

[Additional signatures on following pages]

ML

HARMAN MANAGEMENT CORPORATION,
a Utah corporation.

By: Karen Bellini
Its: Secretary

CALIFORNIA)
STATE OF ~~UTAH~~)
 SANTA CLARA :ss
COUNTY OF ~~SALT LAKE~~)

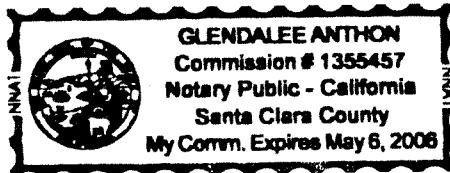
On this 30 day of July 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Karen Bellini, to me known to be Secretary of Harman Management Corporation, a Utah corporation the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

May 6, 2006

Glendalee Anthon
Notary Public
Residing at: 199 First Street San Altos, Ca



[Additional signatures on following pages]

CONSENT OF SMALL BUSINESS ADMINISTRATION

The undersigned, being the Beneficiary under that Certain Deed of Trust between D. Brothers Corporation, a Utah corporation and the Small Business Administration, an agency of the government of the United States of America as Trustee and Greater Salt Lake Business District, as Beneficiary, dated September 2, 1997 and recorded September 14, 1998 as Entry No. 206737 in Book 395 at Pages 695 of the records of the Wasatch County Recorder (the "Deed of Trust") hereby consents to the foregoing Declaration and acknowledges that the lien of the Deed of Trust is subordinate to and subject to this Second Amended and Restated Declaration of Easements, Conditions and Restrictions.

SMALL BUSINESS ADMINISTRATION

[Signature] 7/15/02 *[Circular Stamp]*
By: Gary Wamhof
Its: ASUB SLL

OF California
STATE OF ~~UTAH~~)
Fresno : ss
COUNTY OF ~~SALT LAKE~~)

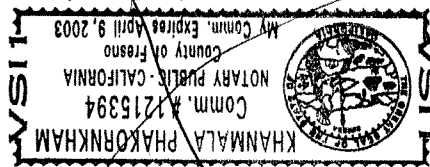
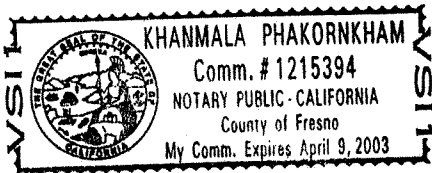
On this 16 day of July, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Wamhof, who acknowledged to me that he/she executed the foregoing instrument as ~~Manager~~ SLS of the Small Business Administration. *KD*

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

April 9, 2003

Khanmala Phakornkham
NOTARY PUBLIC
Residing at: Fresno



[Additional signatures on following pages] 249314 BK580 PG386

CONSENT OF WASHINGTON FEDERAL SAVINGS

The undersigned, being the Beneficiary under that Certain Deed of Trust between Byron C. Day, a married man and Alan L. Day, a married man and Carl W. Day, a married man and Steen Leon Day, a married man as Trustor in favor of Washington Federal Savings as Trustee and Washington Federal Savings as Beneficiary dated October 20, 1998, and recorded October 23, 1998 as Entry No. 207902 in Book 400 at page 302-310 of the records of the Wasatch County Recorder (the "Deed of Trust") hereby consents to the foregoing Declaration and acknowledges that the lien of the Deed of Trust is subordinate to and subject to this Second Amended and Restated Declaration of Easements, Conditions and Restrictions.

WASHINGTON FEDERAL SAVINGS AS TRUSTEE AND WASHINGTON FEDERAL SAVINGS AS BENEFICIARY

[Signature]
By: Richard A. Fisher
Its: Senior Vice President

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

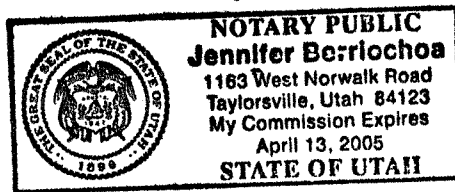
On this 29th day of August, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard A. Fisher, who acknowledged to me that he executed the foregoing instrument as Senior Vice President of Washington Federal Savings.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

April 13, 2005

Jennifer Berriochoa
NOTARY PUBLIC
Residing at: Taylorsville, UT



249314 BK580 PG 387

[Additional signatures on following pages]

CONSENT OF KEYBANK

The undersigned, being the Beneficiary under that Certain Deed of Trust between D. Brothers Corporation, a Utah corporation and KeyBank, a Utah National Association, as beneficiary, dated July 21, 1998 and record July 31, 1998, as Entry No. 00205434 in Book 390 at pages 360-380 of the records of the Wasatch County Recorder (the "Deed of Trust") hereby consents to the foregoing Declaration and acknowledges that the lien of the Deed of Trust is subordinate to and subject to this First Loan and Deed Trust Modification Agreement, by and between KeyBank National Association and D. Brothers Corporation dated April 27, 2000, and recorded on May 2, 2000, as Entry No. 00223843, Book 460, pages 749-758.

KEYBANK, UTAH NATIONAL ASSOCIATION
TRUSTEE AS BENEFICIARY

By [Signature]
Its Loan Department

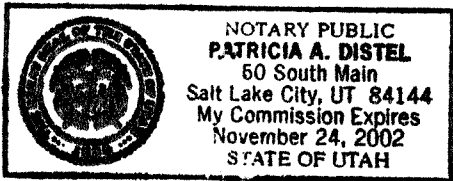
STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 10th day of July, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul A. Corral, who acknowledged to me that they executed the foregoing instrument as Loan Department of KeyBank, Utah National Association.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:
11-24-02

Patricia A. Distel
Notary Public
Residing at: Rayville, Utah



CONSENT OF WASATCH AUTO INSURANCE

The undersigned, being the Trustee under that Certain Deed of Trust with Assignment of rents between Wasatch H.C. Limited Liability Company, a Utah limited liability company as Trustor and First American Title Agency, Inc., a Utah corporation, as Trustee and Wasatch Auto Service, Inc., a Utah corporation, dated May 1, 2000 and recorded May 1, 2000, 1997 as Entry No. 00223800 in Book 460 at pages 601 - 604 of the records of the Wasatch County Recorder (the "Deed of Trust") hereby consents to the foregoing Declaration and acknowledges that the lien of the Deed of Trust is subordinate to and subject to this Second Amended and Restated Declaration of Easements, Conditions and Restrictions.

WASATCH AUTO SERVICE, INC.,
a Utah corporation

By: Don Berg Pres.
Its: _____

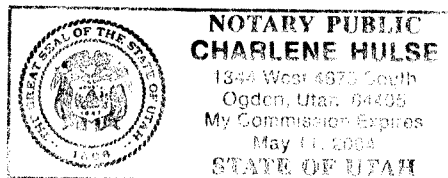
STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 10 day of July, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared DON BERG, who acknowledged to me that he/she executed the foregoing instrument as President of the Wasatch Auto Service, Inc., a Utah corporation.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:
May 11, 2004

Charlene Hulse
NOTARY PUBLIC
Residing at: Wasatch



[Additional signatures on following pages] 249314 BK580 PG 389

CONSENT OF GREATER SALT LAKE BUSINESS DISTRICT

The undersigned, being the Beneficiary under that Certain Deed of Trust between Wasatch Auto Service, Inc., a Utah corporation as Trustor in favor of The Administrator of the Small Business Administration, an Agency of the Government as Trustee and Greater Salt Lake Business District as Beneficiary, dated October 24, 1997 and recorded November 14, 1997 as Entry No. 198540 in Book 364 at page 728-733 of the records of the Wasatch County Recorder (the "Deed of Trust") hereby consents to the foregoing Declaration and acknowledges that the lien of the Deed of Trust is subordinate to and subject to this Second Amended and Restated Declaration of Easements, Conditions and Restrictions.

GREATER SALT LAKE BUSINESS DISTRICT AS BENEFICIARY

By [Signature]
Its VICE-PRESIDENT.

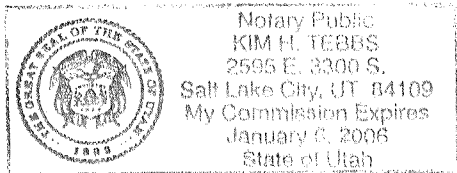
STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 18 day of July 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared John D. Evans, who acknowledged to me that they executed the foregoing instrument as Vice President of Greater Salt Lake Business District as Beneficiary.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:
1/6/06

[Signature]
Notary Public
Residing at: Farmington, UT



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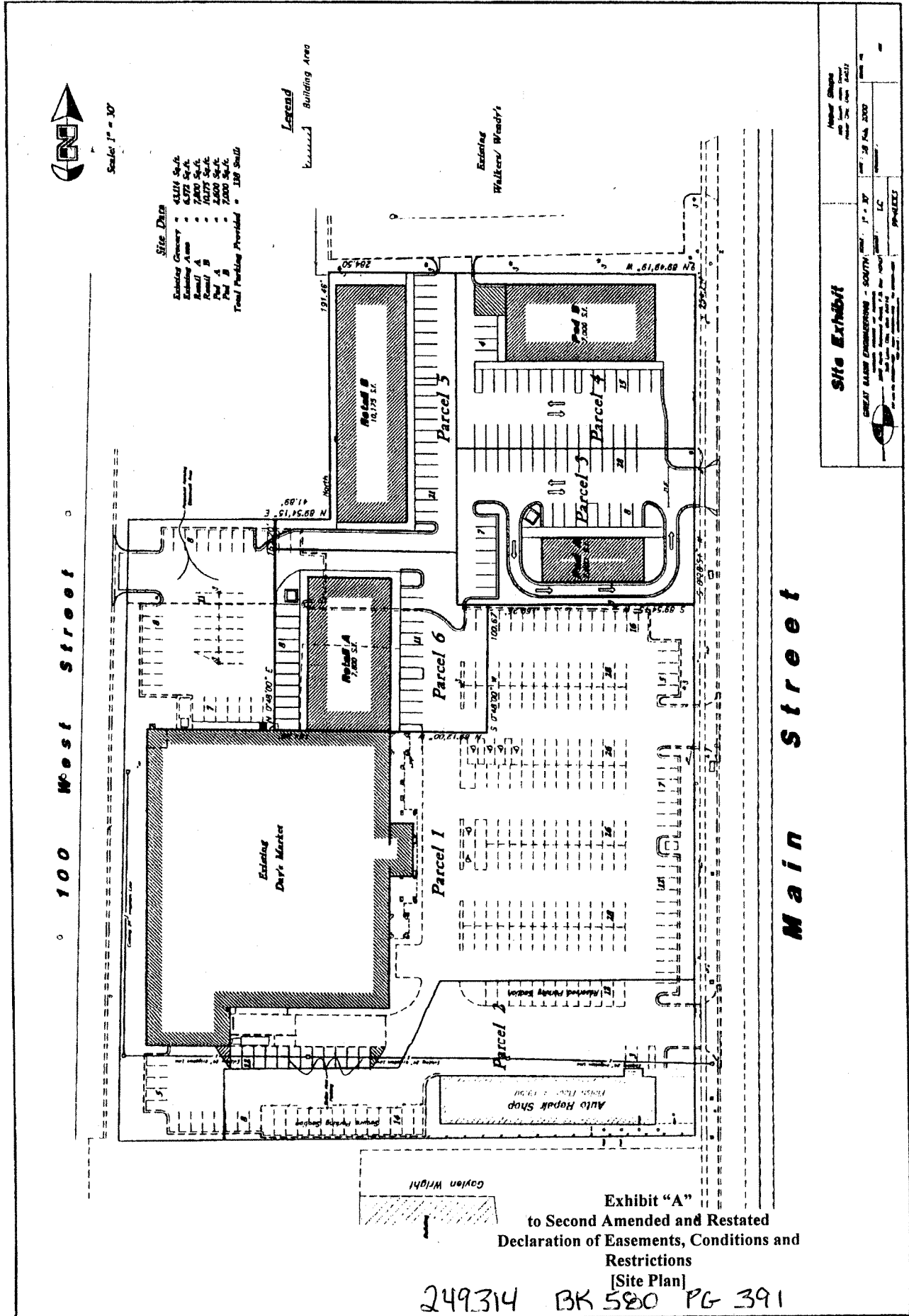


EXHIBIT "B"
to
Second Amended and Restated Declaration
of Easement, Conditions and Restrictions

(Legal Description of the Parcels)

Lots 1, 2, 3, 4, 5 and 6, Second Amended Plat of Day's Subdivision,
according to th Official Plat thereof on file in the office of the
Wasatch County Recorder.

..ODMA\PCDOCS\DOCS\427788\1

249314 BK580 PG 392