

SECURITY TITLE COMPANY

~~Bonneville Mortgage Company
545 East Broadway #200
Salt Lake City, Utah 84111
STATE OF UTAH~~

COUNTY OF SALT LAKE X

202
REC'D OF Security Title
Wayne Maberry
C. Wayne Maberry

MAY 9 11 58 AM '79

KATIE L. GUNON
RECORDED
SALT LAKE COUNTY, UTAH

3275900

DECLARATION OF ESTABLISHMENT OF COVENANTS & RESTRICTIONS

SECURITY TITLE CO.
SHD # 194966

194966
SECURITY TITLE COMPANY

WHEREAS, CAPITOL INDUSTRIES, INC., a Utah corporation ("Capitol") is the owner of that certain tract of real property more particularly described as Parcel 1 on Exhibit A, attached hereto and made a part hereof, and labeled as Parcel 1 on Exhibit B, attached hereto and made a part hereof; and

WHEREAS, Capitol is also owner of those certain tracts of real property more particularly described as Parcel 2 and Parcel 3 in Exhibit A, and labeled as Parcel 2 and Parcel 3, respectively, on Exhibit B; and

WHEREAS, Southland Life Insurance Company, a Texas corporation ("Southland") has been requested to make a permanent loan to Capitol, said loan to be secured by the real property described as Parcel 1; and

WHEREAS, as a condition of making said loan, Southland has required Capitol to agree to certain covenants and place certain restrictions on the use of Parcel 2 and Parcel 3; and

WHEREAS, Capitol agrees to those covenants and agrees to place certain restrictions in Parcel 2 and Parcel 3.

NOW THEREFORE, to induce Southland to make the loan to Capitol, Capitol agrees as follows:

1. The term "Common Area" as used herein shall be a collective reference to both Parcel 2 and Parcel 3.
2. Capitol hereby declares that the Common Area shall be used solely as a roadway or walkway for ingress and egress for both vehicular and pedestrian traffic for the non-exclusive benefit of the tenant or tenants on Parcel 1, their heirs, successors, assigns, patrons, employees, agents, licensees and invitees.
3. Capitol shall not, nor shall it permit the building, erecting or maintaining of any building, fence or other structure which would obstruct the free and uninterrupted use of the Common Area.
4. Following completion of the Common Area, the Common Area shall be maintained in good condition and repair. The maintenance shall include, but not be limited to:
 - a) Maintaining the surface in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability to the original material.
 - b) Removing all papers, debris, filth and refuse so as to keep the area in a clean and orderly condition.
 - c) Placing, keeping in repair and replacing any necessary and appropriate directional signs, markers and lines.
5. The expenses associated with the maintenance of the common area shall be the expense of the owner of the Common Area at the time the maintenance expense is incurred. If there be more than one owner of the Common Area, then the maintenance expense shall be borne proportionately to each owner's respective ownership share in the Common Area.

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(Signature)

INITIAL HERE

6. This Agreement may be modified, amended or terminated only by written consent of the record owner(s) and holder(s) of first lien mortgage(s) or deed(s) of trust on Parcel 1, Parcel 2 and Parcel 3, or any part thereof, such consent not to be unreasonably withheld.

7. In the event of a breach of this Agreement, the owner or the holder of any first lien mortgage or deed of trust on Parcel 1, Parcel 2 or Parcel 3, or any part thereof, shall be entitled to institute proceedings for full and adequate relief, whether by injunction or otherwise. The unsuccessful party thereto shall pay to the prevailing party reasonable attorney's fees and costs of suit.

8. This Agreement and all rights, restrictions and duties created hereby are intended to and shall run with the land which they affect, and shall continue to be binding upon and inure to the benefit of the heirs, successors and assigns of Capitol, the tenants and holders of first lien mortgages or deeds of trust covering Parcel 1, Parcel 2 or Parcel 3, and shall be enforceable by them in perpetuity, unless sooner terminated.

8 IN WITNESS WHEREOF, the undersigned has executed these premises on this day of May, 1979.

CAPITOL INDUSTRIES, INC., a
Utah corporation

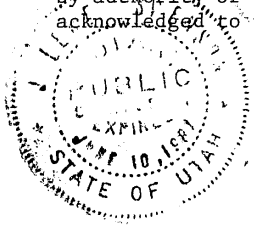
ATTEST:

BY: [Signature]
Secretary

BY: [Signature]
President

STATE OF Utah X
COUNTY OF Salt Lake X

On the 8 day of May, A.D., 1979, personally appeared before me H. W. BREINHOLT, who being by me duly sworn, did say, that he is the President of Capitol Industries, Inc., a Utah corporation and that said instrument was signed on behalf of said corporation by authority of its bylaws, and said H. W. BREINHOLT acknowledged to me that said corporation executed the same.



[Signature]
Notary Public

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EXHIBIT A

The land referred to in this Exhibit is situated in the County of Salt Lake, State of Utah, and is described as follows:

PARCEL 1:

BEGINNING at a point on the North line of Century Drive, said point being North 561.429 feet and West 1255.71 feet and North 00°09'30" West 598.72 feet from the Southeast corner of Lot 1, Block 11, Ten Acre Plat "A", Big Field Survey and running thence North 00°03'10" West 193.643 feet; thence South 89°50'30" West 48.50 feet; thence North 00°03'10" West 70.00 feet; thence North 89°50'30" East 127.609 feet; thence North 00°09'30" West 250.00 feet; thence North 89°50'30" East 110.48 feet; thence South 03°24'13" East 208.59 feet; thence South 80°16'04" West 3.57 feet; thence South 305.34 feet; thence West along the North line of Century Drive 197.52 feet to the point of BEGINNING.

PARCEL 2:

BEGINNING at a point on the North line of Century Drive, said point being North 561.429 feet and West 1255.71 feet and North 00°09'30" West 598.72 feet from the Southeast corner of said Lot 1, Block 11 and running thence North 00°03'10" West 193.643 feet; thence South 89°50'30" West 23.50 feet; thence South 00°03'10" East 193.578 feet; thence East 23.50 feet to the point of BEGINNING.

PARCEL 3:

BEGINNING at a point on the North line of Century Drive, said point being North 561.429 feet and West 1319.21 feet and North 00°09'30" West 598.72 feet from the Southeast corner of said Lot 1, Block 11 and running thence North 00°09'30" West 193.467 feet; thence North 89°50'30" East 15.357 feet; thence North 00°03'10" West 70.00 feet; thence South 89°50'30" West 222.393 feet to the East right-of-way of 500 West Street; thence South 0°09'30" East 15.00 feet along said street; thence North 89°50'30" East 183.408 feet; thence South 0°09'30" East 248.402 feet to the North right-of-way of Century Drive; thence East 23.50 feet along said street to the point of BEGINNING.

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