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WESTERN STATES TITLE  
REF. DUP. DIVISION  
SALT LAKE COUNTY  
UTAH  
OCT 22 1 49 PM '79

KATIE L. NIXON  
RECORDER  
SALT LAKE COUNTY  
UTAH

After recording, please return to:  
Denis R. Morrill, Esq.  
Prince, Yeates & Geldzahler  
424 East Fifth South  
Salt Lake City, Utah 84111

DECLARATION OF RESTRICTIONS AND RECIPROCAL EASEMENTS

THIS INSTRUMENT, dated as of September 28, 1979, is executed by HOMCO INVESTMENT COMPANY, a Utah General Partnership, EQUITY HOMES INC., a Utah Corporation, and by such other parties, if any, as are signatories to this instrument (all of which parties are hereinafter sometimes collectively referred to as the "Signatories," and each or any of which parties is hereinafter sometimes referred to merely as a "Signatory").

RECITALS:

A. Each of the Signatories has an interest in one or more of the Parcels of real property described on Exhibit A attached hereto and incorporated herein by reference. The nature of the interest held by each Signatory, and the Parcel(s) in which such interest is held, is set forth and generally described in that portion of this instrument which is reserved for signatures. The Signatories, taken together as of the date on which this instrument is filed for record, constitute all of those parties having an interest in each and all of such Parcels the nature of which interest is such as to require that the holder thereof join in this instrument in order that the terms and provisions hereof be appropriately effective and enforceable (whether such interest be a mortgage, deed of trust, or other encumbrance, fee title, or a leasehold estate under a lease or similar agreement containing provisions such that the tenant thereunder is an appropriate party to this instrument).

B. The Parcels have been, and/or it is contemplated that the Parcels will or perhaps may be, separately owned, encumbered, leased, and/or otherwise dealt with. The Signatories recognize that it would be necessary or desirable to create an arrangement suitable to such state of affairs and accordingly have agreed that each of the Parcels shall be burdened and/or benefitted by certain easements,

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restrictions, and/or requirements affecting one or more of the other Parcels. The Signatories desire to reduce to writing their understanding and agreement respecting such matters.

NOW, THEREFORE, for the foregoing purposes and in consideration of the reciprocal benefits to be derived from the easements, restrictions, and requirements set forth below, the Signatories and each of them hereby consent, acknowledge, and agree to all of the following terms and provisions. Each of the Signatories, with respect to the Parcel(s) in which such Signatory has an interest and/or with respect to the rights concerning a Parcel or Parcels which are held by or vested in such Signatory, hereby grants such rights and easements, hereby agrees to such restrictions and requirements, and/or hereby agrees that the interests held by such Signatory with respect to a Parcel or Parcels shall be subject and subordinate to the arrangement provided for in this instrument (as the case may be), as is, are, or may be necessary to effectuate each and all of the terms and provisions set forth below and to make the arrangement provided for in this instrument prior and superior to the interests in or rights concerning any Parcel which are held by or vested in any Signatory.

1. Definitions. As used in this instrument each of the following terms shall have the indicated meaning:

Owner shall mean and refer to the party which at the time concerned is the owner of a fee or of an undivided fee interest in the Parcel or in any portion of the Parcel concerned. In the event there is more than one Owner of the Parcel involved at the time concerned, the liability of each such Owner for performance or compliance with the applicable provisions of this instrument shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee under a mortgage or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

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Mortgage shall mean and refer to both a mortgage and a deed of trust, and Mortgagee shall mean and refer to both the mortgagee under a mortgage and the beneficiary under a deed of trust.

Common Areas shall mean, refer to, and include those portions of the Parcel involved on which no building or other structure is existing or erected at the time concerned, as well as those improvements located on such portions at the time concerned which are intended and designed for use as parking areas, streets, driveways, aisles, sidewalks and landscaped areas, but not including loading docks, drive-up window areas, service areas, and similar features, as the areas and improvements defined and described in the foregoing part of this sentence may exist or be composed from time to time.

Net Floor Area. Net Floor Area shall have reference to each fully enclosed building or structure which at the time concerned has been constructed and completed within the Parcel involved and which is intended for the exclusive use and occupancy by an occupant, and shall mean and refer to the number of square feet of floor area at each level or story lying within the interior faces of the exterior walls thereof, excluding, however, basements, mezzanine areas not used for purposes of selling goods or services, penthouse areas used for mechanical equipment, outside areas reserved for the exclusive use of an occupant of a building, rest rooms, mechanical equipment rooms, janitorial supply or storage rooms, elevators, escalators, stairs, stairwells, managers' offices, inventory, storage, or supply rooms, any floor area occupied by interior walls or partitions, docks, and areas for receiving, loading or unloading.

2. Improvement and Use of Common Areas. In conjunction with the construction and completion of any permanent building situated on any Parcel, the Owner of the Parcel concerned shall (if such has not theretofore been accomplished) accomplish or cause to be accomplished such Common Area improvements on said Parcel (or on that portion of said Parcel which is related to the building concerned) as is customary and appropriate in view of the nature of the building concerned, the use being made or to be made of the Parcel, and the developmental plans relative to the Parcel. Said improvements shall include, as necessary, grading, paving or blacktopping, appropriately marking and constructing parking lots,

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access roads, pedestrian walkways, sidewalks, exterior canopies, delivery and landscaped areas and lighting facilities. The Common Area Improvements accomplished pursuant to the requirements of the two preceding sentences must in any event be such that prior to the building involved being occupied for the first time the Common Areas on the Parcel concerned are such as to satisfy the provisions of Section 3 below. The Common Areas on each of the Parcels shall be used for vehicular driving and parking, pedestrian traffic and/or landscaping.

3. Parking Areas. In no event shall the paved parking areas within any Parcel be less than five (5) automobile parking spaces for each one thousand (1,000) square feet of Net Floor Area contained in the buildings which at the time concerned have been constructed and completed and are existing within such Parcel. No portion of any Parcel shall be used as the site for a building, structure, or sales or display area if such use would result in reduction of the parking area on the Parcel concerned below the minimum parking area requirement which is applicable to such Parcel under the foregoing portion of this Section. Any portion of a Parcel which, under the limitations of the preceding sentence, may not be used as the site for a building or structure, or sales or display area, shall be part of the Common Areas of such Parcel. The Owner of each Parcel shall be responsible for ensuring that the requirements of this Section 3 are met with respect to the Parcel owned by that Owner.

4. General Easements for Ingress, Egress, and Parking. Each of the Parcels shall have appurtenant thereto and be benefitted by a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and for vehicular parking on, over, and across such of the Common Areas of each of the other Parcels as are suitable for such purposes (in view of the nature of the particular Common Areas concerned), as such Common Areas may exist from

time to time. Each of the Parcels shall be subject to and burdened by such nonexclusive easement benefitting each of the other Parcels. Except as reasonably necessary or appropriate during periods that construction activities are ongoing or during periods that improvements may be unsafe or unusable due to damage or destruction, and except for buildings and other structures which may be constructed on some or all of the Parcels, there shall not be constructed or erected within any of the Parcels or on the perimeter of any of the Parcels any fence, wall, barricade or obstruction, whether temporary or permanent in nature, which limits or impairs the enjoyment of the easements created by and described in this Section and the free and unimpeded access between and among the Parcels and the adjacent public streets. The paved parking areas and streets and driveways which exist or come to exist on each of the Parcels as part of the Common Areas of the Parcel concerned shall at all times be and continue to be located and striped in such a way as to permit and reasonably accommodate the passage of vehicles between and among the Parcels and the adjacent public streets. The Owner of each Parcel shall be responsible for ensuring that the requirements of the preceding sentence are met with respect to the Parcel owned by such Owner.

5. Deliveries and Employee Parking. Each tenant or occupant of a building situated on any of the Parcels shall cause all truck and other or miscellaneous deliveries to the building occupied by such tenant or occupant to be made at the designated receiving area for such building so as not to interfere with normal customer parking. In the event that employee parking begins to impair the ability of customers of businesses conducted on any of the Parcels to park in reasonably close proximity to the business(es) they patronize, the employees of each tenant or occupant of a building located on the Parcel with respect to which such state of affairs exists shall be required to park at the extreme perimeters of the parking areas situated on the Parcels (taken together), and each such tenant or occupant shall be obligated to exert every reasonable effort and to take all reasonable measures to cause its employees to park at such perimeters if the same becomes necessary. The provisions of this Section 5 shall apply notwithstanding the provisions of Section 4 of this instrument.

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6. Maintenance. The respective Owner of each of the Parcels shall be obligated to perform or cause to be performed such upkeep, maintenance and repair of the Common Areas within such Parcel as may be reasonably necessary to keep and maintain all of such Common Areas at all times clean, in good condition, order, and repair, usable for their intended purposes, properly lighted and landscaped, reasonably safe, and reasonably attractive. Said upkeep, maintenance and repair shall include providing proper drainage, sweeping and snow removal from all parking areas.

7. Insurance. (a) The Owner of each Parcel shall at all times carry or cause to be carried comprehensive public liability insurance covering activities on its Parcel. Insurance required by this subsection shall have limits of not less than \$3,000,000 per occurrence for bodily injury, death, and property damage. Each policy of insurance shall be carried with a financially-responsible insurance company qualified to do business in Utah, shall insure against claims for personal injury or death and property damage occasioned by occurrences relating to the activities conducted on the property involved, shall provide that it may not be cancelled or reduced in amount of coverage without at least 30 days prior written notice being given by the insurer to each named insured, and shall name as additional insureds (without limitation) the respective Owners of the Parcels and such other party or parties (having an interest in a Parcel) as any of said Owners may specify in a writing delivered to the Owner obligated to maintain the insurance concerned.

(b) Each Parcel Owner (in this subsection called the "Indemnitor") shall indemnify, defend and hold harmless each of the other Parcel Owners, their officers, directors, employees, agents and partners (in this subsection collectively called the "Indemnitee") against all claims, costs and expenses, including reasonable attorney's fees, and liabilities arising from the death of, or any accident, occurrence, injury, loss or damage whatsoever caused to any natural person or to the property of any person as shall: (i) for any reason (other than negligence or fault on the part of an Owner other than the Indemnitor or on the part of the agents, servants, or employees of an Owner other than the Indemnitor) occur in or on the Parcel owned by the Indemnitor during the period that the Indemnitor is the Owner of said Parcel; or (ii) occur by reason of any act or omission whatso-

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ever of negligence or fault on the part of Indemnitor, its agents, servants, or employees occurring anywhere within any of the Parcels during the period that the Indemnitor is the Owner of a Parcel.

Any Indemnitee shall give the Indemnitor notice of any suit or proceeding entitling Indemnitee to indemnification pursuant to this subsection and the Indemnitor shall defend Indemnitee in such suit or proceeding.

(c) Any Owner shall, on the written request of any party which then has an interest in any Parcel (including the Mortgagee under any first position Mortgage then affecting any Parcel), promptly furnish the requesting party with a certificate issued by the insurer concerned evidencing that there is in force insurance complying with the requirements set forth in the preceding subsection (a).

(d) Each Owner hereby waives its rights of recovery and causes of action for and hereby releases each of the other Owners from any liability for all losses and damages occasioned to the property or person of the waiving and releasing Owner, or to the property or person of such Owner's occupants and tenants and their respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, subtenants, licensees, concessionaires or guests, to the extent that said losses and damages are covered and paid by insurance provided for herein. Each of the liability insurance policies required by this Declaration shall include, to the extent the same are available under said policy or by endorsement, without additional cost, waivers of any right of subrogation that the insurer involved may acquire against each and every Owner covered by such policy. The first sentence of this subsection (d) shall apply only if the liability insurance policies required by this Declaration include such waivers of subrogation by the insurers.

8. Covenants to Run with Land. This instrument and all of the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon the Signatories, any other party which has, acquires, or comes to have any interest in or which occupies or comes to occupy a Parcel,

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and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. This instrument and all of the provisions hereof shall be binding upon each Parcel, and all interests in each Parcel shall be subject to all of the terms and provisions hereof. By acquiring, in any way coming to have any interest in, or occupying a Parcel, the party so acquiring, coming to have such interest, or occupying consents to, and agrees to be bound by, each and every provision of this instrument.

9. Title and Mortgagee Protection. A breach of any of the provisions, restrictions, or requirements of this instrument shall not result in any forfeiture or reversion of title or of any other interest in a Parcel. A breach of any of the provisions, restrictions, or requirements hereof shall not defeat, impair, or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, any Mortgagee or trustee interested under any Mortgage affecting a Parcel (including any such Mortgagee or trustee which is a Signatory) shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the provisions or requirements of this instrument. No amendment to this instrument shall in any way affect the rights of any Mortgagee interested under a Mortgage which is of record at the time of the amendment concerned or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

10. Enforcement. The Owner of any Parcel, the Mortgagee interested under a first Mortgage affecting any Parcel, and the tenant or lessee under any lease, lease agreement, or similar instrument covering premises (situated within one of the Parcels) which contain 15,000 or more square feet of Net Floor Area (but no parties other than Owners, first Mortgagees, and such tenants or lessees, except as provided by the following sentence) shall have the right to enforce, through appropriate proceedings at law or in equity, such

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of the provisions, restrictions, or requirements of this instrument as are intended to benefit the Parcel in which such Owner, Mortgagee, or tenant or lessee is interested. In addition, each party having approval rights under Section 16 of this instrument shall have the right to enforce the provisions of said Section 16. If any action is brought because of a breach of or to enforce or interpret any of the provisions, restrictions, or requirements of this instrument, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Except as specifically provided to the contrary therein, the provisions of the following Section 11 are not intended to be and shall not be construed to be in limitation of the provisions of this Section 10.

11. Maintenance Enforcement. As used in this Section 11, the following terms shall have the indicated meanings: (i) "Deficient Parcel" shall mean and refer to such of the Parcels as at the time concerned contains Common Areas which are not maintained as, or are not in the condition required by Section 6 hereof; (ii) "Deficient Owner" shall mean and refer to the Owner of the Deficient Parcel; and (iii) "Aggrieved Party" shall mean and refer to any of the following parties: (A) The Owner of any of the Parcels other than the Deficient Parcel; (B) The tenant or lessee under any lease, lease agreement, or similar instrument covering premises (situated within one of the Parcels) which contain 15,000 or more square feet of Net Floor Area, in the event the premises covered by such lease, lease agreement or similar instrument are situated within other than the Deficient Parcel.

In the event a Deficient Parcel comes to exist, an Aggrieved Party may give the Deficient Owner written notice specifying the matters constituting the deficiency in maintenance and upkeep of the Common Areas contained within the Deficient Parcel. If such notice is given to the Deficient Owner, the Aggrieved Party giving the same shall simultaneously therewith also give such notice to the Mortgagee under each recorded Mortgage then affecting the Deficient Parcel. The Deficient Owner shall have fifteen (15) days following the giving of the notice(s) contemplated by the foregoing portion of this paragraph within which to cure the matters involved or, if such matters cannot reasonably be cured within that period, such additional time as may

be necessary if within such fifteen (15) day period the Deficient Owner has commenced, and thereafter diligently pursues, the efforts necessary to cure the matters involved. If such matters are not cured within the time provided for in the preceding sentence, the Aggrieved Party which gave the notice(s) provided for herein shall itself have the right to perform or cause to be performed or to accomplish or cause to be accomplished the matters constituting the deficiency. If such Aggrieved Party does so, all costs and expenses incurred by it in curing such matters and in enforcing its rights hereunder, including attorneys' fees (including those incurred in connection with any appeal), shall immediately be paid to such Aggrieved Party by the Deficient Owner (together with interest on all such sums at the rate of twelve percent (12%) per annum from the date of expenditures until paid). Such payment obligation of the Deficient Owner shall, at the option of the Aggrieved Party which effected the cure, be secured by a lien against the Deficient Parcel evidenced by a Notice of Lien or like instrument filed for record by such Aggrieved Party with the County Recorder of Salt Lake County, Utah. Any such lien may be foreclosed in the same manner as is provided for the foreclosure of mortgages covering real property, shall be subject and subordinate to each first position Mortgage affecting the Deficient Parcel or interests in the Deficient Parcel which is of record at the time said Notice of Lien or like instrument is filed, shall be subject and subordinate to this instrument and all of the provisions hereof, shall be subject and subordinate to each (recorded or unrecorded) utility easement or like interest affecting the Deficient Parcel at the time said Notice of Lien or like instrument is filed, shall also be subject and subordinate to the interests of the tenant or lessee under each lease, lease agreement, or similar instrument (whether recorded or unrecorded) affecting the Deficient Parcel or interests in the Deficient Parcel which is in effect at the time said Notice of Lien or like instrument is filed, but shall be prior and superior to any and all other interests or estates (whether recorded or unrecorded at the time said Notice of Lien or like instrument is filed) in or respecting the Deficient Parcel.

12. Amendment and Supplements. Any provision contained in this instrument may be amended by, but only by, an instrument filed

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for record with the County Recorder of Salt Lake County, Utah, which is executed by the following parties: (i) All Owners and Mortgagees of a Parcel which under the terms hereof is intended to be benefitted or burdened by the provisions affected by the amendment; and (ii) Each other party (interested in a Parcel) which prior to the time of the amendment has been accorded the right, through a recorded supplement to this instrument meeting the requirements specified in the following paragraph, to be a necessary party to an amendment of this instrument (but only if the Parcel in which such other party has an interest is, under the terms of this instrument, intended to be benefitted or burdened by the provisions affected by the amendment). Unless it falls within one of the classes described in the foregoing items (i) and (ii), no Signatory, no other party which has, acquires, or comes to have an interest in any Parcel, and no party which occupies or comes to occupy any Parcel, need execute an amendment to this instrument in order to make such amendment in all respects effective, enforceable, binding, and valid against all of the parties and interests described in Section 8 hereof.

The Owner of any Parcel shall have the right at any time, and without the need for any consent or agreement from any other party interested under this instrument, to execute and file for record with the County Recorder of Salt Lake County, Utah, a supplement to this instrument in which such Owner accords to a party (interested in the Parcel owned by such Owner) designated in such supplement the right to be a necessary party to an amendment of this instrument. In addition to providing the name of such designated party, any such supplement shall set forth the following: (a) Data sufficient to identify this instrument as recorded; (b) a legal description of each of Parcels 1 and 2; (c) A statement revealing which Parcel(s) are owned by the Owner executing the supplement; (d) A statement revealing the Parcel(s) in which the designated party is interested; and (e) The nature of the designated party's interest.

13. Partial Invalidity. The invalidity or unenforceability of any portion of this instrument shall not affect the validity or

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enforceability of the remainder hereof, and if any provision of this instrument or the application thereof to any Signatory, other party, or circumstance should to any extent be invalid, the remainder of this instrument or the application of such provision to Signatories, other parties, or circumstances other than those as to which a holding of invalidity is reached shall not be affected thereby, and each provision of this instrument shall be valid and enforceable to the fullest extent permitted by law.

14. Effective Dates and Duration. This instrument and any amendment or supplement hereto shall take effect upon its being filed for record with the County Recorder of Salt Lake County, Utah. This instrument and all of the provisions hereof (except those provisions hereof, if any, which by their terms cease to be effective at an earlier time) shall remain in force and effect for the fifty (50) year period following the date on which this instrument is so filed for record, following which period the same shall automatically cease to be of any further force or effect.

15. Interpretation. The purpose of this instrument is the creation of certain rights, restrictions, and requirements which are to apply between and among the Parcels and which are to define and govern the rights and obligations as between those parties interested in a given Parcel on the one hand, and those parties interested in another Parcel or Parcels, on the other. Accordingly, this instrument is not intended to and shall not change, supersede, or defeat any agreements, leases, or other instruments heretofore or hereafter entered into or given which have as the subject matter thereof the respective rights and obligations of parties having an interest in the same Parcel. This instrument and the provisions hereof should, however, be taken into account in interpreting or construing any such previous or subsequent agreements, leases, or other instruments.

The captions which precede the Sections of this instrument are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender

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shall include both other genders. For ease of execution, a separate copy of this instrument or separate pages hereof may be executed by any Signatory, and all copies or pages so executed shall be taken and considered together as a single instrument. This instrument shall be governed by and construed in accordance with the laws of the State of Utah.

16. General Use and Building Restrictions Concerning Parcel 2. The use of Parcel 2 shall be limited and restricted to the site for: (i) Common Areas; or (ii) An office, professional, savings and loan, and/or bank building, together with Common Areas related thereto. In the event the building referred to in the foregoing item (ii) is constructed, it shall comply with all of the following additional requirements: (a) Said building shall contain a total of no less than 2500 square feet of Net Floor Area, and no more than 5000 square feet of Net Floor Area; (b) The total number of above-ground levels or stories contained in said building shall not be in excess of one; (c) The highest point on the exterior of said building may not extend above the lower of 25 feet above the finished grade of that part of Parcel 2 on which said building is situated or 20 feet above the ground-level floor of any building which is situated on Parcel 1 as of the date of this instrument; (d) Said building shall be constructed in a good and workmanlike manner; (e) Once construction of said building is commenced, construction thereof shall be diligently pursued to completion; (f) The exterior appearance of said building shall be tasteful and consistent with the exterior of the buildings which are situated on Parcel 1 as of the date of this instrument; and (g) Said building shall be located within, and shall not protrude beyond, the following-described portion of Parcel 2: The building must be at least 25 feet from all Parcel 2 property lines. Prior to the construction of any building on Parcel 2, the exterior design and appearance of such building must

be approved in writing by the holder of the first-position Mortgage on Parcel 1 and by The Mutual Benefit Life Insurance Company, a New Jersey corporation (if and so long as, but only if and so long as, said Mutual Benefit Life Insurance Company has any interest in Parcel 1, whether such interest be that of the holder of a Mortgage encumbering Parcel 1, that of one who has committed or agreed to make [but not yet actually made] a loan secured by a Mortgage encumbering Parcel 1, or otherwise). Such approval shall not be unreasonably withheld or delayed, and in any event shall not be withheld if the exterior architectural design and appearance of the building proposed for Parcel 2 is the same as or compatible with the exterior architectural design and appearance of the building(s) located on and/or planned to be constructed on Parcel 1. The Owner of Parcel 2 shall be responsible for ensuring that the provisions of this Section 16 are not violated. The provisions of this Section 16 are intended to benefit Parcel 1.

17. Specific Use Restrictions Concerning Parcel 2.

The following specific use restrictions concerning Parcel 2 are intended to benefit Parcel 1 and shall be strictly observed by all parties interested in Parcel 2:

(a) So long as there is in force that certain Lease (concerning premises within Parcel 1) dated August 30, 1977, whereunder Smith's Food King No. 1, a Utah corporation, is the Tenant, Parcel 2 shall not be used for the operation of a supermarket and/or pharmacy without the prior written consent of said Tenant.

(b) So long as there is in force that certain Lease (concerning premises within Parcel 1) dated June 19, 1978, whereunder Coast to Coast Stores (Central Organization), Inc. is the Tenant, Parcel 2 shall not be used, without the prior written consent of said Tenant, for either of the following purposes: A. to operate a retail store, the principal business of which is the selling of any one or more of the following classes of merchandise, to wit: hardware, housewares, automobile supplies, electrical, plumbing, toys, home furnishings, sporting goods, appliances and paints; or B. for a retail store which devotes more than ten percent (10%) of its sales area to the aggregate of the foregoing classes of merchandise.

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DATED as of September 28, 1979, and executed by the Signatories on the respective dates appearing below.

EXECUTED on this 11<sup>th</sup> day of October, 1979, by  
HOMCO INVESTMENT COMPANY,

Owner of an undivided interest  
in Parcels 1 and 2.

HOMCO INVESTMENT COMPANY, a Utah  
General Partnership

By *David M. Horne*  
David M. Horne, Partner

By *Layton P. Ott*  
Layton P. Ott, Partner

By *Paul W. Mendenhall*  
Paul W. Mendenhall, Partner

By *Robert L. Mendenhall*  
Robert L. Mendenhall, Partner

STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

On this 11<sup>th</sup> day of October, 1979, personally appeared before me David M. Horne, Layton P. Ott, Paul W. Mendenhall and Robert L. Mendenhall, who, being by me first duly sworn, did declare that they are the Partners of HOMCO INVESTMENT COMPANY, a Utah General Partnership, that they signed the foregoing document as such Partners of the Partnership, that said instrument was signed on behalf of and by authority of HOMCO INVESTMENT COMPANY, and said David M. Horne, Layton P. Ott, Paul W. Mendenhall and Robert L. Mendenhall acknowledged to me that they executed the same.

My Commission Expires:  
*April 9, 1981*

*Jane Roberts*  
Notary Public  
Residing in: *Salt Lake County, ut.*

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## EXHIBIT "A"

Parcel 1: Beginning at a point which is South 0° 03' 25" East along the Section line 708.00 feet and North 89° 54' 10" West 53.00 feet from the North quarter corner of Section 27, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 89° 54' 10" West 200.00 feet; thence South 0° 03' 25" East 200.00 feet; thence South 89° 54' 10" East 200.0 feet; thence South 0° 03' 25" East 75.00 feet; thence North 89° 54' 10" West 307.00 feet; thence North 0° 03' 25" West 185.00 feet; thence North 89° 54' 10" West 273.51 feet to the East line of Richland Estates No. 1 Subdivision; thence North 0° 07' 24" East along said East subdivision line 758.00 feet; thence South 89° 54' 10" East 578.13 feet; thence South 0° 03' 25" East 668.00 feet to the point of beginning, containing 10.466 acres.

Parcel 2: Beginning at a point which is South 0° 03' 25" East along the Section line 708.00 feet and North 89° 54' 10" West 53.00 feet from the North quarter corner of Section 27, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 89° 54' 10" West 200.00 feet; thence South 0° 03' 25" East 200.00 feet; thence South 89° 54' 10" East 200.00 feet; thence North 0° 03' 25" West 200.00 feet to the point of beginning, containing 0.918 acres.



SIGNATURE PAGE TO THAT CERTAIN  
DECLARATION OF RESTRICTIONS AND RECIPROCAL EASEMENTS  
DATED SEPTEMBER 28, 1979

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 1979,  
by AMSAL SERVICE CORPORATION.

Purchaser of Parcel 2  
under an Earnest Money  
Agreement dated May 11,  
1979.

AMSAL SERVICE CORPORATION,  
a Utah Corporation

By Donald Allen  
Its Vice President

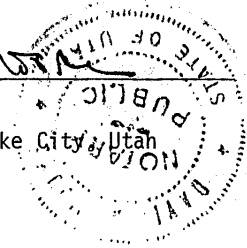
STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF SALT LAKE )

On the 22nd day of October, 1979, personally appeared before me  
DONALD ALLEN, who being by me duly sworn did say that he is the Vice-  
President of AMSAL SERVICE CORPORATION, a Utah Corporation, and that the  
foregoing instrument was signed on behalf of said corporation by authority  
of a resolution of its Board of Directors, and said DONALD ALLEN acknow-  
ledged to me that said corporation executed the same.

David W. Moore  
NOTARY PUBLIC

My Commission Expires: 9.16.83

Residing at: Salt Lake City, Utah



SIGNATURE PAGE TO THAT CERTAIN  
DECLARATION OF RESTRICTIONS AND RECIPROCAL EASEMENTS  
DATED SEPTEMBER 28, 1979

EXECUTED on this 15 day of October, 1979,

by COAST TO COAST STORES (CENTRAL ORGANIZATION), INC.,

Lessee under a Lease  
dated June 19, 1978,  
located on Parcel 1.

COAST TO COAST STORES (CENTRAL  
ORGANIZATION), INC., a Minnesota  
Corporation

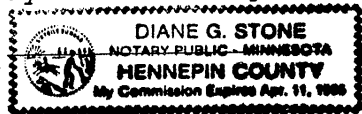
By E. Hackman  
Its att. Secy.  
Robert S. Stone  
Not. Pub.

STATE OF Minn. )  
COUNTY OF Hennepin ) : ss

On the 15 day of October, 1979, personally  
appeared before me H. J. Hackman, who being  
by me duly sworn, did say that he is the Attorney  
of Coast to Coast Stores (Central Organization), Inc., and that  
said instrument was signed in behalf of said corporation by  
authority of its bylaws or of a resolution of its board of direc-  
tors, and said H. J. Hackman acknowledged to me that said  
corporation executed the same.

Diane G. Stone  
Notary Public  
Residing at: Hennepin County  
10/15/79

My commission expires:



SIGNATURE PAGE TO THAT CERTAIN  
DECLARATION OF RESTRICTIONS AND RECIPROCAL EASEMENTS  
DATED SEPTEMBER 28, 1979

EXECUTED on this 12<sup>th</sup> day of October, 1979,

by SMITH'S FOOD KING NO. 1, a Utah corporation,

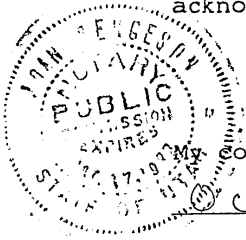
Lessee under Lease dated  
August 30, 1977, located  
on Parcel 1.

SMITH'S FOOD KING NO. 1, a Utah  
Corporation

By [Signature]  
Its Vice President

STATE OF Utah )  
COUNTY OF Salt Lake ) : ss

On the 12<sup>th</sup> day of October, 1979, personally  
appeared before me Roeche M. LaSalle, who being  
by me duly sworn, did say that he is the Vice President  
of Smith's Food King No. 1, and that said instrument was signed in  
behalf of said corporation by authority of its bylaws or of a  
resolution of its board of directors, and said Vice President  
acknowledged to me that said corporation executed the same.



Commission expires:

Oct - 17, 1982

Joan Bergeson  
Notary Public  
Residing at: Salt Lake City

SIGNATURE PAGE TO THAT CERTAIN  
DECLARATION OF RESTRICTIONS AND RECIPROCAL EASEMENTS  
DATED SEPTEMBER 28, 1979

EXECUTED on this 12th day of October, 1979,  
by WESTERN STATES TITLE COMPANY,

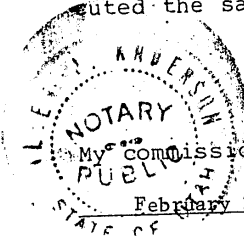
Trustee under a Trust  
Deed recorded on the 16th  
day of June, 1978, as Entry  
No. 3124686 in Book 4691 at  
Page 625, covering Parcels  
1 and 2.

WESTERN STATES TITLE COMPANY,  
A Utah Corporation

By Michael J. Jensen  
Its VICE PRESIDENT

STATE OF )  
          ) : ss  
COUNTY OF SALT LAKE )

On the 12th day of October, 1979, personally  
appeared before me MICHAEL J. JENSEN, who being  
by me duly sworn; did say that he is the VICE PRESIDENT  
of Western States Title Company, and that said instrument was  
signed in behalf of said corporation by authority of its bylaws  
or of a resolution of its board of directors, and said MICHAEL  
J. JENSEN acknowledged to me that said corporation exe-  
cuted the same.



Sharon J. Anderson  
Notary Public  
Residing at: Salt Lake City, Utah

*Sharon J. Anderson*

SIGNATURE PAGE TO THAT CERTAIN  
DECLARATION OF RESTRICTIONS AND RECIPROCAL EASEMENTS  
DATED SEPTEMBER 28, 1979

EXECUTED on this 15 day of October, 1979,

by ZIONS FIRST NATIONAL BANK,

Beneficiary of a Trust  
Deed recorded on the 16th  
day of June, 1978, as Entry  
No. 3124686 in Book 4691 at  
Page 625, covering Parcels  
1 and 2

ZIONS FIRST NATIONAL BANK, a  
National Banking Association

By Nikki Dauven  
Its Assistant Vice President

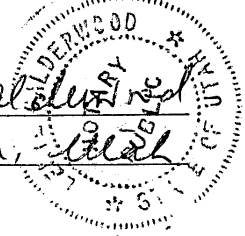
STATE OF Utah )  
: ss  
COUNTY OF Salt Lake )

On the 15 day of October, 1979, personally  
appeared before me Nikki Dauven, who being  
by me duly sworn, did say that she is the Assistant Vice President  
of Zions First National Bank, a National Banking Association,  
and that said instrument was signed in behalf of said corporation  
by authority of its bylaws or of a resolution of its board of  
directors, and said Nikki Dauven acknowledged to me that  
said corporation executed the same.

Beryl B. Caldwell  
Notary Public  
Residing at: Crem, Utah

My commission expires:

May 9, 1983



SIGNATURE PAGE TO THAT CERTAIN  
DECLARATION OF RESTRICTIONS AND RECIPROCAL EASEMENTS  
DATED SEPTEMBER 28, 1979

EXECUTED on this 11<sup>th</sup> day of October, 1979,

by EQUITY HOMES, INC.,

Owner of an undivided  
interest in Parcels 1  
and 2

EQUITY HOMES, INC., a Utah  
Corporation

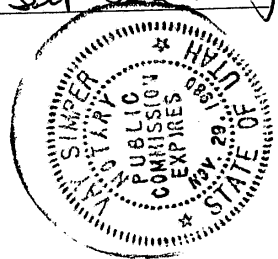
By Gary Anderson  
Its Co. pres.

STATE OF )  
                  ) : ss  
COUNTY OF )

On the 11<sup>th</sup> day of October, 1979, personally  
appeared before me Gary A. Anderson, who being  
by me duly sworn, did say that he is the Co. President  
of Equity Homes, Inc., and that said instrument was signed in  
behalf of said corporation by authority of its bylaws or of a  
resolution of its board of directors, and said Gary Anderson  
acknowledged to me that said corporation executed the same.

Vay Singer  
Notary Public  
Residing at: Salt Lake County

My commission expires:  
29 Nov 80



ATTEST:  
Arlene Evanoff

BOOK 4569 PAGE 632

*Gene Anderson*