

When recorded return to:

BDN Land Investment, L.C.
c/o The Boyer Company, L.C.
90 South 400 East, Suite 200
Salt Lake City, Utah 84101

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Book - 9693 Pg - 5013-5029
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WB II LAND INVESTMENTS
BY: SAM, DEPUTY - WI 17 P.

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS ("**Declaration**") is made as of the 26 day of January, 2009, by BDN LAND INVESTMENT, L.C., a Utah limited liability company ("**BDN**"), WB II LAND INVESTMENT, L.C., a Utah limited liability company ("**WB II**"), and WB III LAND INVESTMENT, L.C., a Utah limited liability company ("**WB III**"). BDN, WB II and WB III are collectively referred to herein as "**Declarants**".

WHEREAS, WB II and WB III, as tenants in common, own a certain parcel of real property located in South Jordan, Utah as more particularly described on attached Exhibit "A" and shown on the Site Plan attached hereto as Exhibit "B" (the "**WB Property**"); and

WHEREAS BDN owns certain parcels of real property located in South Jordan, Utah as more particularly described on attached Exhibit "A" and shown on the Site Plan attached hereto as Exhibit "B" (the "**BDN Property**"). The WB Property and BDN Property are collectively referred to herein as the "**Property**"; and

WHEREAS, Declarants desire that the WB Property and the BDN Property be subject to the restrictions set forth herein;

NOW, THEREFORE, for and in consideration of the premises, covenants, conditions, restrictions and encumbrances contained herein, which shall be binding upon and shall attach to and run with the Property, and be for the benefit of and have limitations upon all future owners and tenants of the Property, Declarants hereby declare as follows:

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Definitions. Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Section 1.

(a) "Building" shall mean the structure to be constructed on the Property.

(b) "Common Area" shall mean all real property within the Parcels except those areas occupied by Buildings. Docks, loading areas, service areas and canopies which are attached to Buildings but which extend over the Common Area shall be deemed to be part of the Building which they serve or to which they are attached and not part of the Common Area.

(c) "Landlord's Design Book" shall mean the book of regulations and design requirements for all construction and landscaping on the Property.

(d) "Parcel" or "Parcels" shall mean the individual parcels on the Property which are labeled as "Lot 2, Lot 3 and Lot 4 of the North District Subdivision" and "Lots 1 - 8 of River Heights at the North District" on the Site Plan.

2. Creation of Easements.

(a) Common Access. Each Parcel owner or occupant hereby declares and establishes for the benefit of all Parcel owners, tenants and their customers, invitees and employees, a non-exclusive right of ingress and egress for pedestrian and vehicular traffic over and across the Common Access areas as shown on the Site Plan (the "**Common Access Areas**").

Each Parcel owner may reconfigure, realign or relocate any access point or other portion of the Common Access Areas on such owner's Parcel, provided such reconfiguration, realignment, or relocation does not unreasonably obstruct the traffic flow and free access between the Parcels.

(b) Utility, Service and Sign Easements. Declarants hereby declare and establish for the benefit of all owners or occupants of the Parcels an easement over the Common Area for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Common Area and Buildings to be erected on the Parcels. In addition, Declarants and any successor owner of any Parcel shall cooperate in granting additional appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Common Area and Buildings to be erected on the Parcels. Declarants and all owners or occupants of Parcels will use reasonable efforts to cause the installation of such utility and service lines prior to paving of the Common Area.

(c) Detention Basin Maintenance Costs. On the east side of Lot 5 of the North District Subdivision adjacent to the BDN Property, BDN has caused a detention basin to be constructed to the mutual benefit of the owners of Lots 2, 3, 4, 5 and a portion of Lot 6 of the North District Subdivision, as shown on the Site Plan attached hereto as Exhibit "B-1" (the "**Detention Basin**"). By separate agreement, the owner of Lot 5 is responsible for the maintenance of the Detention Basin landscaping and irrigation, with each owner or tenant of the benefited parcels (North District Subdivision Lots 2, 3, 4, 5, and a portion of Lot 6) responsible to pay their pro-rata share of such maintenance costs based on the respective square footage of their parcel.

(d) Parking. Each Parcel shall have nonexclusive, irrevocable easements, coupled with an interest in, to, over and across the other Parcels and Property, for the parking of vehicles in those areas of the Common Area which are paved and marked for parking as such areas may from time to time be designated by the respective Parcel owner.

3. Common Area: Use, Maintenance.

(a) Use. Subject to existing easements of record, the Common Area shall be used for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, driveway purposes and the access, comfort and convenience of customers, invitees and employees of all businesses and occupants of the Buildings constructed on the Parcels.

(b) No Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained on the easement areas of record, Common Area or any portion thereof, by any owners or their tenants which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement over the Common Area, including without limitation, pedestrian and vehicular traffic between the Parcels.

(c) Non-Interference with Ingress and Egress: In order to provide for the orderly development and operation of the Property, no Parcel owner or occupant shall permit any display or sale of merchandise, or any storage or placement of merchandise, portable signs or other objects belonging to a Parcel owner or occupant that interferes with the free movement of pedestrian and vehicular traffic or with access to or from the Property, or any part thereof, to or from any public right-of-way.

(d) Limitations on Common Area Use.

i. Customers. Customers and invitees shall not be permitted to park on the Common Area except while shopping or transacting business with the owners or tenants of the Parcels.

ii. Employees. Employees shall not be permitted to park on the Common Area except in areas designated as "Employee Parking Areas". Each Parcel owner shall from time to time designate Employee Parking Areas. The employees of each Parcel owner and its tenants shall park only on the Parcel on which they are employed and shall not park on any other Parcel.

iii. General. All of the uses permitted within the Common Area shall be used with reason and judgment so as not to interfere with the primary purpose of the Common Area which is to provide parking for customers, invitees and employees of the businesses conducted within the Buildings on the Parcels and for the servicing and supplying such businesses.

(e) Maintenance. Declarants shall maintain or cause to be maintained the Common Area at all times in good and clean condition and repair. Said maintenance is to include, without limitation, the following:

i. Maintaining, repairing, replacing and resurfacing, when necessary, all paved surfaces 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 or superior in quality, use and durability; and re-striping, when necessary;

ii. Removing all snow, papers, debris, filth and refuse (including refuse removal from Common Area trash containers) and thoroughly sweeping and steam cleaning (as necessary) the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

iii. Maintaining, repairing and replacing, when necessary, all traffic directional signs, markers and lines which were originally installed by Declarants;

iv. Operating, maintaining, repairing and replacing, when necessary, such artificial lighting facilities as shall be reasonably required;

v. Maintaining all landscaped areas (including, without limitation, those on the perimeter, but within the boundary, of the Property and landscaping along public streets and Bangerter Highway which is to be maintained by adjacent landowners); maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines; and replacing shrubs and other landscaping as is necessary;

vi. Maintaining, repairing and replacing, when necessary, all Common Area walls;

vii. Maintaining, repairing and replacing, when necessary, all storm drains, sewers, detention basins and other utility lines and facilities not dedicated to the public or conveyed to any public or private utility which are necessary for the operation of the Buildings and improvements located on the Property;

viii. Maintaining, repairing and replacing, when necessary, any pylon sign structure, if any pylon sign structure is located on the Property (except for the sign fascia and cans which shall be supplied and maintained by the businesses designated thereon). Notwithstanding the other provisions of this Declaration, the cost of maintaining, operating, lighting, repairing and replacing any pylon sign structure(s) shall be paid by Declarants and Parcel owners in the proportion that the total square footage of each party's designation or designations bears to the total square footage of all designations entitled to be displayed thereon;

ix. Performing itself or contracting with a third party or parties to perform any of the services described herein; provided, however, that Declarants shall remain responsible and liable for the performance of all of said services in accordance with the terms of this Section and for the performance of any such third party or parties under any such contract or contracts; and

x. Maintaining, repairing, replacing and resurfacing, when necessary, any common driveways or access ways within the Common Area (including any landscaping, signs or other improvements located therein) used by the owners and tenants of the Property.

(f) Expenses. Declarants shall pay all costs of maintenance, and shall bill each respective owner on a monthly basis, and each respective owner shall pay monthly their pro rata share of the maintenance expense of their respective Parcels (with the cost of all such items being allocated between the owners of all Parcels serviced or to be serviced by said facilities on

the basis of the respective square footage of their Parcel) ("**Common Area Maintenance Costs**"), plus their pro rata share of a ten percent (10%) maintenance fee to be assessed by Declarants ("**Maintenance Fee**").

(g) Buildings. Each Parcel owner shall maintain or cause to be maintained the exterior of all Buildings on its respective Parcel and the service facilities serving such Buildings in a good condition and repair comparable to that of first class shopping centers of comparable size and nature located in the same geographic area as the Property, and in all cases, in compliance with this Declaration. Such maintenance shall include the removal of graffiti in a prompt manner and the periodic painting of the exterior of such Buildings as necessary if painting is customary with respect to the exterior construction materials employed for such Buildings. All service facilities (excluding drive through facilities) shall be attractively screened from view from the parking areas.

(h) Taxes. Applicable property taxes pertaining to the Property shall be included in the Common Area Maintenance Costs described in Section 3(e) unless at any time the Property is subdivided into separate Parcels. If the Property is subdivided, each Parcel owner shall be responsible for all taxes assessed for its Parcel.

(i) McDonald's Exclusion. Notwithstanding the foregoing, for as long as McDonald's occupies its Parcel, McDonald's shall provide all maintenance for its own Parcel, and shall not be responsible to pay any Common Area Maintenance Costs.

(j) Maintenance by Owner. Notwithstanding the foregoing, each Parcel owner, or its tenant, shall have the right to maintain (or contract to maintain) the Common Area on its respective Parcel; provided, however, that in the event the Parcel owner, or its tenant, fails to so maintain the Common Area on its Parcel, Declarants shall have the right to provide such maintenance in accordance with the provisions set forth above.

4. Maintenance of Respective Parcels, Buildings and Easement Areas. If at any time Declarants no longer provide maintenance for the Common Area as described in Section 3, each Parcel owner or occupant shall maintain their respective Parcel and Common Area as follows:

(a) At all times during the term of this Declaration, the Parcel owners and occupants shall keep their respective Parcel and Common Area in a clean and sightly condition and in good condition and repair, consistent with the character and quality of improvements constructed on the Parcels.

(b) The Parcel owners and occupants thereof shall maintain and keep the exterior portion of the Building located on their respective Parcel in first-class condition and state of repair, in compliance with all governmental requirements, and in compliance with the provisions and requirements of this Declaration.

(c) The Parcel owners and occupants shall store all trash and garbage on their respective Parcels in adequate containers, locate such containers so that they are not readily visible from the customer parking areas of the Parcels and arrange for regular removal of such trash or garbage.

(d) The Parcel owners and occupants thereof shall maintain the surfaces in their respective Parcels 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.

(e) The Parcel owners and occupants thereof shall maintain their respective Parcel by:

i. Promptly 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, and free of snow, ice, dirt, and debris.

ii. Placing, keeping in repair and replacing any necessary or appropriate directional signs, markers and lines.

iii. Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required for adequate lighting.

iv. Maintaining all landscaped areas in a thriving and trimmed condition and making such replacements of shrubs and other landscaping as is necessary.

(f) At all times during the term of this Declaration, each Parcel owner, its successors and assigns, shall share the reasonable cost of maintaining, repairing, and renewing any storm drain facilities on a pro rata basis based upon the size of each owner's Parcel.

(g) If any Parcel owner fails to carry out its obligations with respect to the maintenance of the easement areas or Common Area referenced herein, and such failure shall continue for a period of thirty (30) days for non-emergency matters after written notice thereof, Declarants may maintain and repair the easement areas or Common Area and invoice the Parcel owner (or owners) for its portion of such costs. In the event of an emergency, Declarants may immediately maintain and repair the storm drain and the easement areas after reasonable efforts to notify the Parcel owners. The Parcel owners shall reimburse Declarants for such costs within thirty (30) days from the date of Declarants' invoice. If a Parcel owner fails to reimburse Declarants within such thirty (30) day period, Declarants may, at its discretion, place a lien for unpaid costs, with interest at an annual rate of fifteen percent (15%), upon the title to the Parcel of the nonpaying owner by recording a lien claim and notice.

In the event Declarants or any other Parcel owner fails to maintain its Parcel in accordance with the foregoing, the other Parcel owners shall, upon thirty (30) days written notice to the offending Parcel owner and that owner's failure to undertake to cure the offense within such thirty (30) period, have the right to perform such maintenance or repairs as are necessary to comply with the foregoing. The owner of the Parcel requiring such maintenance or repairs shall, within fifteen (15) days of its receipt of an itemized statement for such maintenance or repairs, pay all costs associated therewith.

5. Parking Ratio and Standards. The Owners covenant with each other that notwithstanding the applicable requirements of any governmental agency having jurisdiction over the Project, (a) the parking spaces in the parking area of any Parcel shall not be less than nine feet (9') in width and twenty feet (20') in length, (b) the drive aisles between the parking spaces shall not be less

than twenty-four feet (24') in width, and (c) all parking spaces and areas shall be constructed pursuant to applicable municipal requirements.

6. Buildings/Lighting/Landscaping. Declarants or future Parcel owners may construct a building on respective Parcel (each, a "**Building**" or collectively "**Buildings**") in accordance with the following:

(a) Construction of Buildings and Improvements. All Buildings and appurtenant improvements shall be constructed as approved in writing by Declarants and applicable municipal authorities.

(b) Building Size. No Building shall exceed the maximum square footage shown for such Building on the Site Plan.

(c) Drive-Through Facilities. Any proposed, drive-through facility serving a Building is subject to approval of the Declarants, which approval shall not be unreasonably withheld, conditioned or delayed.

(d) Lighting and Landscaping. All Parcel owners shall be responsible to install all lighting and landscaping on their Parcels in conformance with Landlord's Design Book.

7. Indemnification and Insurance.

(a) Indemnification. Parcel owners or occupants, and Declarants, hereby agree to indemnify defend and save all other parties harmless from any and all liability, damage, expense, causes of action, proceedings, claims or judgments arising from injury to or death of any person or damage or destruction of any property and occurring on its own Parcel, except for and to the extent caused by the willful misconduct or negligent act or omission of another Parcel owner or occupant, or the Declarants, or such party's agents, contractors or employees.

(b) Liability Insurance.

i. Parcel Owners or Occupants. Each Parcel owner or occupant shall provide and maintain commercial general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) insuring it against claims for personal injury, bodily injury or death, and property damage or destruction and affording protection to itself and the all other Parcel owners and tenants on its own Parcel(s), naming the Declarants as an "additional insured" under the policy or policies, for a combined bodily injury and property damage limit of liability of not less than Two Million Dollars (\$2,000,000) for personal injury, bodily injury or death of any one person, Two Million Dollars (\$2,000,000) for personal injury, bodily injury or death of more than one person in one occurrence and Five Hundred Thousand Dollars (\$500,000) with respect to damage to or destruction of property; or in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than Three Million Dollars (\$3,000,000) per occurrence. The limits of such policies shall be reviewed by Declarants and adjusted in accordance with the then prevailing coverages maintained in similar commercial developments in Salt Lake County, Utah not more than once every

five (5) years. Each Parcel owner or tenant shall furnish the Declarants with certificates evidencing such insurance. Such insurance shall be written on an "occurrence" basis and as the primary policy for all claims arising out of the insured party's performance or nonperformance of its obligations under this Declaration and/or its negligent acts or omissions occurring on or about the Property (and any insurance carried by another Parcel owner or tenant shall be noncontributing with such insurance), shall be written with an insurer licensed to do business in the state in which the Property is located. The insurance company providing such insurance shall be rated at least A- VII, A.M. Best's rating. Such insurance may be a part of blanket liability coverage carried by a party so long as such blanket policy does not reduce the limits or diminish the coverage required herein.

ii. Declarants. The Declarants shall provide and maintain commercial general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) covering the Common Area of the Property, insuring it against claims for personal injury, bodily injury or death, and property damage or destruction and affording protection to itself and the all Parcel owners and tenants on the Common Area, naming the Parcel owners or occupants as "additional insured" under the policy or policies, for a combined bodily injury and property damage limit of liability of not less than Two Million Dollars (\$2,000,000) for personal injury, bodily injury or death of any one person, Two Million Dollars (\$2,000,000) for personal injury, bodily injury or death of more than one person in one occurrence and Five Hundred Thousand Dollars (\$500,000) with respect to damage to or destruction of property; or in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than Three Million Dollars (\$3,000,000) per occurrence. The limits of such policies shall be adjusted in accordance with the then prevailing coverages maintained in similar commercial developments in Salt Lake County, Utah not more than once every five (5) years. Such insurance shall be written on an "occurrence" basis and as the primary policy for all claims arising out of the insured party's performance or nonperformance of its obligations under this Declaration and/or its negligent acts or omissions occurring on or about the Property (and any insurance carried by another Parcel owner or tenant shall be noncontributing with such insurance), shall be written with an insurer licensed to do business in the state in which the Property is located. The insurance company providing such insurance shall be rated at least A- VII, A.M. Best's rating. Such insurance may be a part of blanket liability coverage carried by a party so long as such blanket policy does not reduce the limits or diminish the coverage required herein. Costs of insurance for the Common Area shall be included in the Common Area Maintenance Costs described in section 3(e).

8. Existing Specific Use Restrictions. The following are existing use restrictions on the Parcels, and, as described below, may encumber property beyond the property included in the definition of "Parcels" for purposes of this Declaration.

(a) Utah First Exclusive. As long as Utah First Credit Union is operating on Lot 5 of the North District Subdivision, with the exception of a full-service bank, mortgage lender or stock brokerage, no credit union or other financial institution, including any check cashing or loan center may be operated on Lot 2, Lot 3 or Lot 4 of the North District Subdivision or within

two hundred feet (200') of 11400 South Street so as it relates to Lot 2, Lot 3 and Lot 4 of the River Heights at the North District Subdivision, without the prior written consent of Utah First, which consent may be withheld in Utah First's sole discretion.

(b) Olive Garden Exclusive. For as long as Olive Garden is operating on Lot 4 of the River Heights at the North District Subdivision, no part of Lot 2, Lot 3 or Lot 4 of the North District Subdivision, and no part of Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7 and Lot 8 of the River Heights at the North District Subdivision, shall be used or conveyed for use as a full service, sit down restaurant featuring Italian food. Featuring, for the purpose of this provision, means that such items comprise more than 25% of the menu offerings. This restriction will not be applicable to the sale of unprepared foods intended for off-premises consumption. This covenant will run for the time period during which Olive Garden or a similar restaurant featuring Italian food is open and operating on Lot 4 of the River Heights at the North District Subdivision. The above restriction shall not apply to McDonalds, its successors nor any Olive Garden restaurant.

(c) McDonald's Exclusive. For as long as McDonald's is operating on Lot 3 of the River Heights at the North District Subdivision, Lot 2, Lot 3 and Lot 4 of the North District Subdivision, and Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6 of the River Heights at the North District Subdivision are restricted as follows: Except for McDonald's operation of a restaurant on Lot 3 of the River Heights at the North District Subdivision, no portion such Lots shall be leased, used or occupied as a restaurant, food service establishment, drive-in, drive-thru or walk-up eating facility. The terms "restaurant, food service establishment, drive-in, drive-thru or walk-up eating facility" shall apply to any type of food service establishment which derives its primary revenue from the sale of hamburgers; provided, however, the incidental sale of hamburgers (defined as not more than twenty-five percent (25%) of gross sales) shall be permitted. Provided that any food service establishment which offers as the primary method of service, for all meal times, food and drink orders taken by and served by a waiter or waitress at the customer's table is excluded from the term "restaurant, food service establishment, drive-in, drive-thru or walk-up eating facility". In addition, and not by way of example, the following restaurants operating under the listed trade names, or operating under any successor trade names, are prohibited within the areas, and for the time period specified:

Apollo Burgers	Arby's	Astro Burgers
Atlanta Burgers	A & W	Backyard Burgers
Arctic Circle	Burger Chef	Burger King
Burger Street	Carl's Jr.	IceBerg Drive-In
Checkers	Cheeburger, Cheeburger	Olympic Burgers
Crown Burgers	Crystal Burgers	Rally's
Dairy Queen	Hire's Big H	Roy Rogers
In and Out Burgers	Hardee's	Steak 'N' Shake
Rax	Jack-in-the-Box	Wendy's
Sonic	Johnny Rockets	White Castle
Tim Horton's	5-N-Diner	Whataburger

9. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Common Access to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarants that this Declaration be strictly

limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Common Access or Common Area of the Parcels herein affected, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of the Parcel owners. Notwithstanding any other provisions herein to the contrary, the owners of the Parcels affected hereby may periodically restrict ingress and egress from the Common Access in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such time as to have a minimum effect on the parties.

10. Amendment. This Declaration may be amended at any time by a written agreement executed by the owners of at least two-thirds (2/3) of the total acreage of the Property.

11. Miscellaneous.

(a) Covenants Running with the Land. This Declaration and all of the terms and conditions contained herein shall inure to the benefit of, and be binding upon the parties hereto and their respective successors and assigns, and shall be "covenants running with the land".

(b) Duration. The easements, rights and privileges created hereby shall continue for a period of fifty (50) years, except that if any restrictive covenant set forth herein would expire by operation of law if not renewed, then it shall be automatically renewed for successive ten (10) year periods unless the Parcel owners shall execute and record a statement terminating such restrictive covenant within sixty (60) days of the expiration of such statutory period or any ten (10) year renewal thereof.

(c) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction herein contained shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(d) Severability. If any one or more of the provisions of this Declaration or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Declaration and all other applications of such provisions shall not be affected thereby.

(e) Captions. Any captions contained in this Declaration are inserted as a matter of convenience, and in no way define, limit, extend or describe the scope of this Declaration, or the intent of any provision hereof. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(f) Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Utah.


(g) Successors. This Declaration shall be binding upon the heirs, successors and assigns of Declarants.

(h) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Declaration, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Declaration, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled. Such fees and costs shall include those fees and costs incurred in any bankruptcy proceeding.

IN WITNESS WHEREOF, Declarants have executed this Declaration as of the date set forth above.

BDN LAND INVESTMENT, L.C.
a Utah limited liability company

By: THE BOYER COMPANY, L.C.
Its: Manager

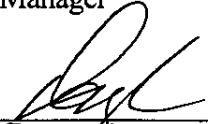


By: Devon M. Glenn

Its: Manager

WB II LAND INVESTMENT, L.C.
a Utah limited liability company

By: THE BOYER COMPANY, L.C.
Its: Manager

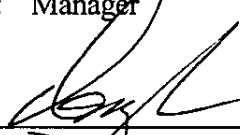


By: Devon M. Glenn

Its: Manager

WB III LAND INVESTMENT, L.C.
a Utah limited liability company

By: THE BOYER COMPANY, L.C.
Its: Manager




By: Devon M. Glenn

Its: Manager

STATE OF UTAH
COUNTY OF SALT LAKE

On the 26 day of January, 2009 personally appeared before me Devon M. Glenn who duly acknowledged to me that he executed the foregoing Declaration as Manager of The Boyer Company, the Manager of BDN LAND INVESTMENT, L.C.





Notary Public

STATE OF UTAH
COUNTY OF SALT LAKE

On the 21st day of January, 2009 personally appeared before me Devon M Glenn who duly acknowledged to me that he executed the foregoing Declaration as Manager of The Boyer Company, the Manager of WB II LAND INVESTMENT, L.C.



Misty Landward
Notary Public

STATE OF UTAH
COUNTY OF SALT LAKE

On the 21st day of January, 2009 personally appeared before me Devon M Glenn who duly acknowledged to me that he executed the foregoing Declaration as Manager of The Boyer Company, the Manager of WB III LAND INVESTMENT, L.C.



Misty Landward
Notary Public

EXHIBIT "A"
Legal Descriptions

WB PROPERTY

Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7 and Lot 8, RIVER HEIGHTS AT THE NORTH DISTRICT – a Multiple Use Subdivision, according to the official plat thereof.

BDN PROPERTY

Lot 2, Lot 3 and Lot 4, THE NORTH DISTRICT – A Multiple Use Subdivision, according to the official plat thereof, filed in Book "2007P" of Plats, at Page 413 of the Official Records of the Salt Lake County Recorder.

EXHIBIT "B"
Site Plan

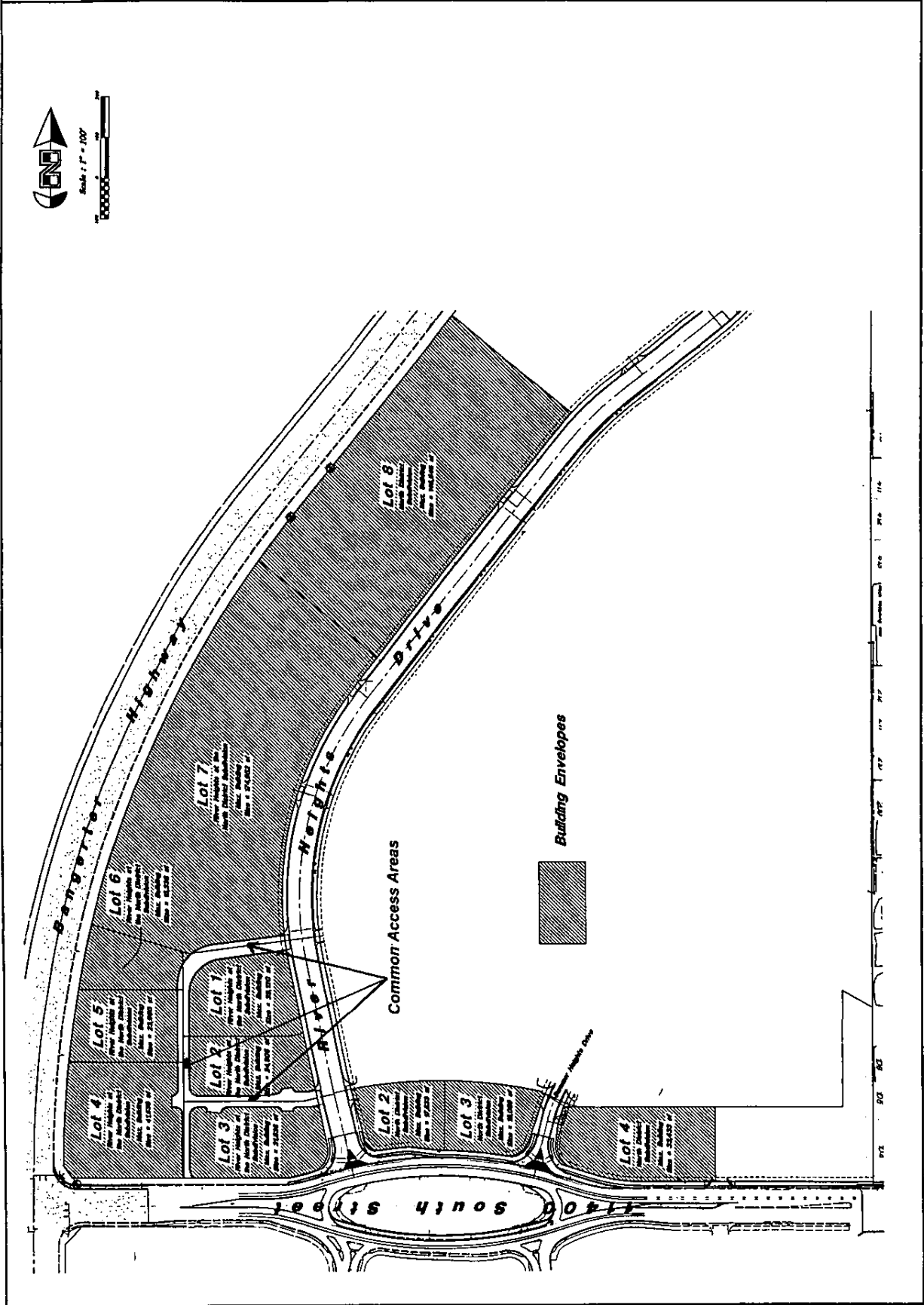
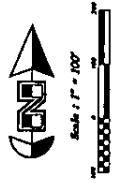
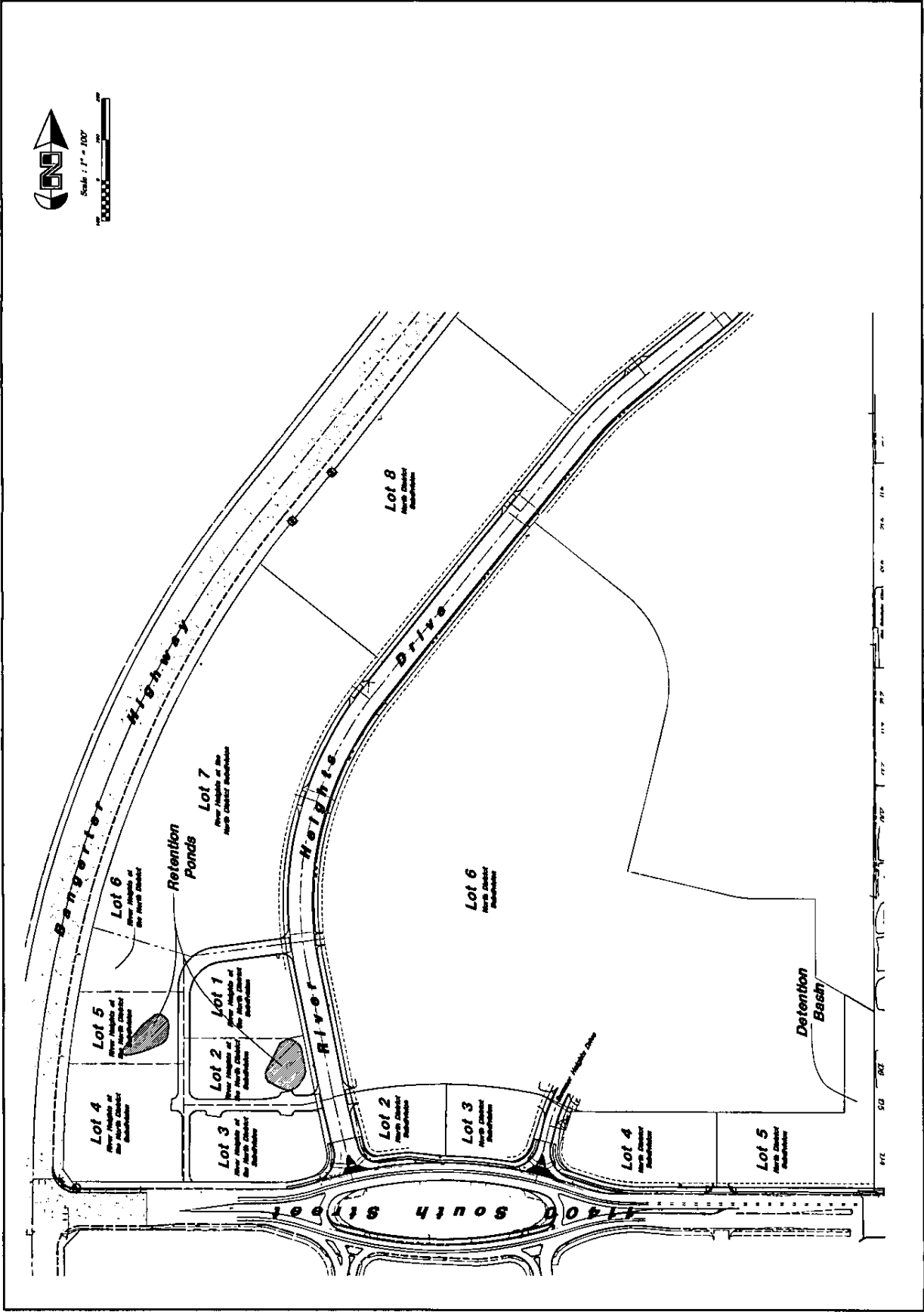


EXHIBIT "B-1"
Site Plan - Detention Basin

<p>EXHIBIT</p> <p>Lots 1-8 of River Heights at the North District Subdivision and Lots 2-5 of the North District Subdivision</p>		<p>GREAT BASIN ENGINEERING - SOUTH CONSISTING ENGINEERS AND LAND SURVEYORS 3210 NORTH REDWOOD ROAD, P.O. BOX 18247 SALT LAKE CITY, UTAH 84116 PHONE: (801) 487-1100 FAX: (801) 487-1101</p>



EX2