

12-391-0013

12-391-0008, 0009, 0011

0012, 0014

FD-34316

Declaration of Restrictions

This Declaration of Restrictions is made and executed this 19th day of July, 2006, by Wilcox Farms, L.C., a Utah limited liability company, (hereinafter referred to as "Declarant").

Recitals:

- a. Declarant is the record owner of all legal and beneficial right, title and interest in and to Parcel A and Parcel B.
- b. Declarant desires to sell or exchange Parcel A to Care-A-Lot Child Care Center, South, LLC, A Utah limited liability company, and to impose upon Parcel B, in consideration for the purchase or exchange of Parcel A by Care-A-Lot Child Care Center, South, LLC, certain restrictive covenants

Now, Therefore, for the foregoing purposes and in consideration of the reciprocal benefits to be derived by Declarant and Care-A-Lot Child Care Center, South, LLC, Declarant hereby consents, acknowledges and agrees to all of the following terms and provisions and does hereby subject Parcel B to the restrictive covenants set forth in this Declaration:

1. Burdens. The restrictive covenants and restrictions set forth herein shall be considered as covenants running with the land and shall bind that real property described herein as Parcel B, and all subsequent owners and occupants thereof. The restrictive covenants and restrictions set forth herein shall extend to and be binding upon the Declarant, its legal representatives, lessees, sublessees, assigns and successors of every kind.
2. Benefits. The restrictive covenants and restrictions set forth herein shall inure to the benefit of Parcel A, and all subsequent owners and occupants thereof. The restrictive covenants and restrictions set forth herein shall inure to the benefit of Care-A-Lot Child Care Center, South, LLC, its successors, assigns, licensees and franchisees.
3. Terms of the Restrictive Covenants. During the term of these restrictive covenants, neither Declarant nor its legal representatives, lessees, sublessees, assigns or successors shall conduct upon or use that real property described herein as Parcel B or permit the conduct upon or use of said Parcel B as or for a children's day care facility. A "children's day care facility," as that term is used herein, shall be defined as, and limited

to, a facility the primary function of which is to provide daytime care to children aged from infant to eleven years. A "children's day care facility," as that term is used herein, shall be defined as not including, without limitation, a private school, learning center or academic facility which provides educational services for children aged four years or older.

4. Duration of the Restrictive Covenants. Each and all of the restrictive covenants and restrictions contained in this instrument shall automatically terminate of its own force and effect, and shall thereafter not be enforceable, upon the first to occur of the following three events:
 - (i) Care-A-Lot Child Care Center, South, LLC or its affiliate sells or transfers that real property described herein as Parcel A without having first constructed thereon a children's day care facility..
 - (ii) Care-A-Lot Child Care Center, South, LLC or its successors, assigns, licensees or franchisees cease to operate a children's day care facility upon that real property described herein as Parcel A. The temporary closure of such a children's day care facility due to casualty or for purposes of remodeling or upgrading shall not be considered a cessation of operation.
 - (iii) The passage of ten (10) years from the date a deed, describing said Parcel A and with Care-A-Lot Child Care Center, South, LLC, its affiliate, successor or assignee, as grantee, is recorded in the Office of the Davis County Recorder.
5. Instrument of Release or Quit Claim. Upon the automatic termination of the restrictive covenants and restrictions contained herein, Care-A-Lot Child Care Center, South, LLC, its successors, assigns, licensees and franchisees shall forthwith deliver to Declarant Wilcox Farms, L.C., its successors or assigns, an instrument, in recordable form, releasing the applicable real property from the foregoing restrictive covenants and restrictions and quit claiming any and all interest in and to the applicable real property to Declarant Wilcox Farms, L.C., its successors or assigns. Said instrument shall be prepared and its execution requested by Declarant Wilcox Farms, L.C., its successors or assigns.
6. Effect of Partial Invalidity. It is expressly understood and agreed that if any restrictive covenant or restriction contained in this instrument, or any portion of any such restrictive covenant or restriction, is held by a court of competent jurisdiction to be invalid or void, such invalidity or voidness shall in no way affect any other restrictive covenant or restriction, or any

other portion of any such restrictive covenant or restriction, contained in this instrument.

7. Description of Parcel A. Parcel A is described as follows:

Lot 13, Wilcox Farms Amended, a subdivision, according to the official plat thereof on file at the Office of the Davis County Recorder.

TOGETHER WITH AND SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, ENCUMBRANCES AND RIGHTS OF WAY APPEARING OF RECORD OR ENFORCEABLE AT LAW OR IN EQUITY.

8. Description of Parcel B. Parcel B is described as follows:

Lots 8, 9, 11, and 12 of Wilcox Farms Amended, a subdivision, according to the official plat thereof on file at the Office of the Davis County Recorder.

Lot 14 of Wilcox Farms Amended, a subdivision, according to the official plat thereof on file at the Office of the Davis County Recorder, except a portion thereof described as follows: Beginning at a point that is South 89 deg. 59' 50" E. 1341.646 feet along the section line and North 275.000 feet from the Southwest corner of Section 11, Township 4 North, Range 2 West, Salt Lake Base & Meridian, thence North 89 deg. 59' 50" West 124.426 feet, thence North 00 deg. 00' 10" West 167.035 feet, thence South 36 deg. 41' 01" East 208.294 feet to the point of beginning.

TOGETHER WITH AND SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, ENCUMBRANCES AND RIGHTS OF WAY APPEARING OF RECORD OR ENFORCEABLE AT LAW OR IN EQUITY.

In Witness Whereof, the undersigned, being the Declarant herein, has caused this Declaration of Restrictions to be executed the day and year first above written.

Wilcox Farms, L.C., a Utah limited liability company

by: Con Layne Wilcox, a member
Con Layne Wilcox, a member

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the 19th day of July, 2006, personally appeared before me Con Layne Wilcox, who being by me duly sworn did say that he is a member of Wilcox Farms, L.C. and that the foregoing instrument was signed in behalf of said limited liability company by authority, and said Con Layne Wilcox duly acknowledged before me that said limited liability company executed the same.

Jim C. Morris
Notary Public
Residing in the State of Utah

My Commission Expires:
10-22-07

