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RETURNED  
JUN 6 1996

E 1254061 B 2009 P 933  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1996 JUN 6 12:34 PM FEE 28.00 DEP JB  
REC'D FOR JONES, CARY

WHEN RECORDED RETURN TO:

Cary D. Jones, Esq.  
Snell & Wilmer  
111 East Broadway, Suite 900  
Salt Lake City, Utah 84111

10-165-0002 thru 0010

**RESTRICTIVE COVENANT AGREEMENT,**  
made as of June 29, 1994, by and among GARY  
M. WRIGHT ("Wright"), and WAYNE BELLEAU  
("Belleau"); and HOMCO INVESTMENT CO., a  
partnership ("Homco"); in favor of ROCKIN'  
ROBIN, L.C., a Utah limited liability company  
("R.R.").

**RECITALS:**

A. Pursuant to Section 8.1(f) of that certain Purchase Agreement dated as of June 20, 1994 by and between Wright and Belleau and R.R. (the "Purchase Agreement"), Wright and Belleau and R.R. agreed to enter into a restrictive covenant agreement setting forth restrictions on the types of uses to be allowed on Lots 2 through 10, inclusive, of the Woodland Park Commercial Subdivision, according to the official plat thereof of record with the Davis County, Utah, Recorder (the "Restricted Property"), and Wright and Belleau agreed to cause Homco also to enter into said agreement.

B. The parties hereto desire to enter into this Agreement to evidence the terms of said restrictive covenants.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual promises set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Restrictive Covenants Pertaining to Lot 10. Wright and Belleau and Homco shall be prohibited from allowing any of the following restaurants to be located on Lot 10 of the Restricted Property:

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The Brinker Group Restaurants, including: Chili's, Grady's, Macaroni Grill, Spagheddies, On the Border; China Coast; California Pizza Kitchen; Chevy's; Eastside Mario's; Applebee's; Cooker's; Houston's; Black-Eyed Pea; T.G.I. Friday's; Bertucci's; Don Pablo's; Pizzeria Uno; Max and Irma's; Cheesecake Factory; Hard Rock Cafe; Studebaker's, Lone Star Steakhouse; Training Table; Longhorn Steakhouse; and Planet Hollywood.

2. Restrictive Covenants Pertaining to the Remainder of the Restricted Property. Wright and Belleau and Homco shall be prohibited from allowing any restaurant use on any portion of the Restricted Properties other than Lot 10 except for (i) one Tony Roma's Restaurant to be located on Lot 3 of the Restricted Property, and (ii) one restaurant of any kind to be located on Lot 4 of the Restricted Property.

3. Billboard Advertising or Signage. Wright and Belleau and Homco shall not permit any billboard advertising or other obstructing signage or landscaping on any portion of the Restricted Property.

4. Rights Run with the Land. The rights granted to R.R. as described herein shall run with the land and shall be binding upon Wright and Belleau and Homco and their respective successors and assigns, and shall inure to the benefit of R.R. and its successors and assigns,

each of whom shall be an intended beneficiary (whether third party beneficiary or otherwise) of the rights granted hereunder.

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5. Default. In the event of a breach by any party hereto or their successors or assigns of any of their respective obligations hereunder, the party not in default shall have such rights and remedies against the party in default as are available at law and equity, including, without limitation, suing for injunctive relief, specific performance or damages hereunder. In the event of any litigation by any party hereto to enforce the terms of this Agreement, the prevailing party in such litigation shall be entitled to receive from the other party payment of attorneys' fees incurred (whether before or after commencement of such litigation) by the prevailing party.

6. Amendments. No provision of this Agreement may be altered or amended unless such alteration or amendment is evidenced by written agreement, signed by each of the parties hereto or their respective successors and assigns.

7. Rule Against Perpetuities Savings Clause. Notwithstanding anything herein to the contrary, interests in the Restricted Property shall vest free and clear of this Declaration to the extent, if any, this Declaration causes the interests in such property not to be vested, upon the expiration of twenty-one (21) years after the death of the survivor of Wright, Belleau and their issue who are alive on the date this Declaration is executed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day  
and year first above written.

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**ROCKIN' ROBIN, L.C.**

By: *Steven J. Love*  
Its: *Manager*

**HOMCO INVESTMENT COMPANY**

By: *Layton P. Smith*  
Its: *Managing Partner*

**WRIGHT**

*Gary M. Wright*  
Gary M. Wright

**BELLEAU**

*Wayne Belleau*  
Wayne Belleau

STATE OF UTAH

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:SS.

COUNTY OF SALT LAKE

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The foregoing instrument was acknowledged before me this 30th day of June, 1994, by Steven F. Lave, the Manager of Rockin' Robin, L.C., a Utah limited liability company, on behalf of the company.



Cary D Jones  
NOTARY PUBLIC

STATE OF UTAH

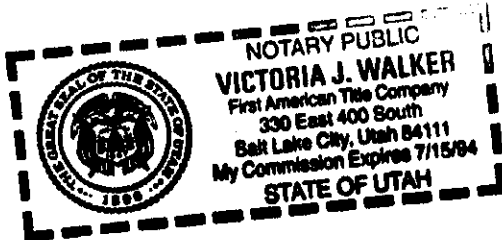
)

:SS.

COUNTY OF SALT LAKE

)

The foregoing instrument was acknowledged before me this 1 day of ~~June~~ <sup>July</sup>, 1994, by Layton Pott, the general partner of Homco Investment Co., on behalf of the company.

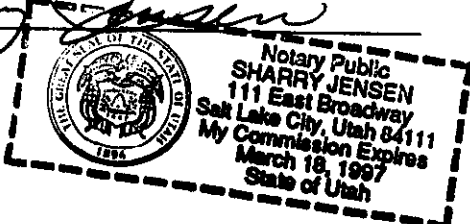


Victoria J Walker  
NOTARY PUBLIC

STATE OF UTAH )  
 )  
:SS.  
COUNTY OF SALT LAKE )

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The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 1994,  
by Gary M. Wright.

*Sharry Jensen*  
NOTARY PUBLIC  


STATE OF UTAH )  
 )  
:SS.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 1994,  
by Wayne Belleau.

*Sharry Jensen*  
NOTARY PUBLIC  
