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DECLARATION OF RESTRICTIONS
AND
GRANT OF EASEMENTS

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Jimmie L. Dixon
RECORDED
SALT LAKE COUNTY
FEB 14 1985
2 55 PM '85
Jimmie Brown
Public Notary
Penned Koroligos

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS made this 25th day of October, 1984, by Jimmy P. Brown (hereinafter referred to as "Brown,")

WITNESSETH:

WHEREAS, Brown is the owner of the following parcels of real property located in Salt Lake County, State of Utah, which are more particularly described in the attached Exhibit "A," which are incorporated herein by this reference, and;

WHEREAS, Brown is now developing said property as a shopping center as shown on Exhibit "A-1", and;

WHEREAS, Brown hereby agrees to place certain restrictions upon the shopping center and to grant certain easements over a portion of the shopping center;

NOW, THEREFORE, Brown hereby declares and grants as follows:

1. The above recitals are incorporated herein as though set forth in full.

2. Brown hereby reserves to himself, his successors and assigns and grants to the tenants of the shopping center a nonexclusive easement over and upon parking and common areas for the purpose of vehicular egress and ingress and the parking of motor vehicles of the customers, patrons, suppliers, and employees of the tenants and their subtenants and concessionaires. Said easement shall, in the case of tenants, be appurtenant to the respective demised premises of the tenant and shall in each instance automatically terminate upon the termination of their respective leases. All of those portions of the shopping center (including driveways, turnabouts, loading areas, landscape areas, perimeter walls and fences, pedestrian walkways and malls) not planned for use as building areas shall be considered as common areas. Brown further hereby declares that as long as any of said easements are in existence, no building, fence, wall, or other obstructions shall be erected or maintained upon any portion of said parking and common areas other than the customary parking lot improvements such as light standards, sign pylons and landscaping. Anything to the contrary herein contained notwithstanding, Brown shall have the right to make reasonable changes in the buildings and common areas, without obtaining the prior consent of the tenants. However, Brown shall not reduce the amount of parking spaces in the shopping center to a number which is less than the ratio of 4.0 parking spaces for each 1,000 square feet of building area.

3. No building or structure of any kind shall be erected on any portion of the shopping center except upon those portions designated building areas, hereto without obtaining written consent of the majority of the owners based on total square footage of land area of the shopping center as provided herein, with the exception that there may be constructed and maintained upon or over said property a canopy or canopies projecting from such building area; and signs may be erected upon said canopy or canopies so long as said signs do not obstruct the signs of any other owner, or owner's tenant, of the shopping center. No signs other than the signs provided for hereinabove, directional signs for guidance upon the parking and driveway area, and pylon signs upon the pylon sign towers, shall be erected or maintained upon the parking area, driveway area, or building area, except with the written consent of the owners as provided herein.

4. The owner of each parcel in the shopping center shall provide public liability insurance with limits not less than Five Hundred Thousand Dollars (\$500,000.00) for each individual and One Million Dollars (\$1,000,000.00) for each accident and One Hundred Thousand Dollars (\$100,000.00) for property damage to cover all claims or judgments arising from the use of the common area located on such owner's respective parcel. Each owner shall supply each other owner, or the other owner's tenant, with certificates of such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be changed or cancelled without the giving of ten (10) days written

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Continued . . .

notice to the holder of such insurance and the holder of such certificates.

5. The owner of each parcel within the shopping center shall maintain the common area located on said owner's parcel in good condition and repair and free of ice, snow and debris.

6. Each of the restrictions herein contained and easements herein granted shall inure to the benefit of and be binding upon any person or entity, declaring any right, title or interest in the property to which such restrictions or easements pertain.

7. The owner, bondholder, mortgagee or beneficiary under any deed of trust or any portion of the property described in Exhibit "A," shall have the right to bring suit or take any other legal action required to enforce the provisions of this agreement.

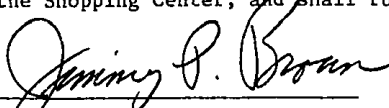
8. Breach of any of the foregoing restrictions or any action taken to enjoin, abate or remedy the same, shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any portion of the property affected by said restrictions or easements, but said restrictions and easements shall be binding upon any other whose title is acquired by foreclosure, trustee sale, or otherwise.

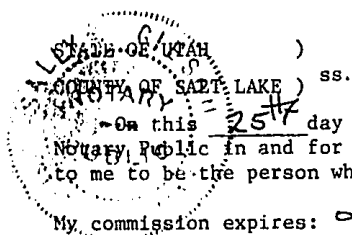
9. Brown may at subsequent times acquire additional interests in real property adjoining and adjacent to that described in Exhibit "A", which may be incorporated within the subject Declaration of Restrictions and Grant of Easements at Brown's sole and exclusive option by filing with the County Recorder of Salt Lake County, Utah, yet another subsequent Declaration, and which will be subject to the same duties and entitled to the same privileges as the original said Declaration.

10. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this agreement shall be strictly limited to and for the purposes herein expressed.

11. This Declaration of Restrictions and Grant of Easements and the Covenants, Restrictions, benefits and obligations created hereby shall inure to the benefit of and be binding upon all parties and their successors and assigns; provided, however, that if any owner sells any portion or all of its interest in any parcel owned by such owner and obtains from the purchaser thereof an express agreement by which the purchaser assumes and agrees to be bound by the covenants and agreements herein contained, the vendor shall thereupon be released and discharged from any and all further obligations under this agreement as such owner in connection with the property sold by it. Each easement, restriction, and covenant contained herein shall be appurtenant to and for the benefit of all portions of the Shopping Center and shall be a burden thereon for the benefit of all portions of the Shopping Center, and shall run with the land.

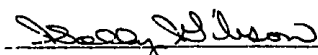
BY


Jimmy P. Brown



On this 25th day of October, 1984 before me the undersigned, a Notary Public in and for said state, personally appeared JIMMY P. BROWN, known to me to be the person who executed the within instruments.

My commission expires: 08/03/85


Residing in Salt Lake City

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Exhibit "A"

NORTH PHASE

THE FAMILY CENTER® at MIDVALLEY

PROPERTY DESCRIPTION FOR CONDITIONAL USE PERMIT

BEGINNING AT A POINT S 00°02'55" E 774.00 FEET ALONG SECTION LINE AND S 89°53'41" W 53.0 FEET FROM THE NORTH 1/4 CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST. S.L.B. & M. AND RUNNING THENCE S 00°02'55" E 353.239 FEET ALONG THE WEST LINE OF REDWOOD ROAD; THENCE S 89°55'04" W 607.00 FEET; THENCE S 00°02'55" E 200.0 FEET; THENCE S 89°55'04" W 516.00 FEET; THENCE N 00°02'55" W 327.38 FEET; THENCE NORTHEASTERLY 163.04 FEET ALONG THE ARC OF A 500 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 184.19 FEET ALONG THE ARC OF A 566 FOOT RADIUS CURVE TO THE LEFT; THENCE N 00°00'39" W 480.36 FEET; THENCE N 89°53'41" E 115 FEET; THENCE S 00°00'39" E 57.00 FEET; THENCE N 89°53'41" E 206.39 FEET; THENCE N 00°00'39" W 32.00 FEET; THENCE N 89°53'41" E 138.136 FEET; THENCE S 00°02'55" E 457.00 FEET; THENCE N 89°53'41" E 406.50 FEET; THENCE S 00°02'55" E 114.00 FEET; THENCE N 89°53'41" E 200.50 FEET TO THE POINT OF BEGINNING.

CONTAINS: 801,467.0 SQUARE FEET

18.3991 ACRES

ALSO:

BEGINNING AT A POINT ON THE WESTERLY HIGHWAY RIGHT OF WAY LINE, WHICH IS 1121.83 FEET SOUTH AND 53 FEET WEST FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST; WHICH POINT BEING ON THE NORTH BOUNDARY OF THE PROPERTY OWNED BY ARTHUR ROTTINI AND WANDA ROTTINI AND RECORDED AS ENTRY NUMBER 2079267, BOOK 2323, PAGE 79 AND ENTRY NUMBER 2281493, BOOK 2740, PAGE 148 OF THE OFFICIAL RECORDS OF SALT LAKE COUNTY. THENCE WEST 119 FEET, THENCE NORTH 87.5 FEET, THENCE EAST 119 FEET, THENCE SOUTH 87.5 FEET TO THE BEGINNING. CONTAINING .23 ACRE, MORE OR LESS.

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EXHIBIT "A-1"

