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WHEN RECORDED, MAIL TO:

David E. Gee, Esq.
KIMBALL, PARR, CROCKETT & WADDOUPS
185 South State Street, Suite 1300
Salt Lake City, Utah 84111

4717915
23 DECEMBER 88 11:52 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SALT LAKE TITLE
REC BY: REBECCA GRAY , DEPUTY

4717915

SECOND AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE WOODLANDS BUSINESS PARK

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODLANDS BUSINESS PARK (the "Second Amendment") is made and executed this 19th day of December, 1988, by THE WOODLANDS ASSOCIATES, a Utah joint venture formed pursuant to the Utah Uniform Partnership Act (the "Declarant"), the members of which are SLC-1 Limited Partnership, a Wisconsin limited partnership, whose sole general partner is Johnson Wax Development Corporation, a Wisconsin corporation, and MHP-Woodlands, Ltd., a Utah limited partnership, whose sole general partner is MHC Properties, Inc., a Utah corporation.

RECITALS:

A. Declarant previously executed a "Declaration of Covenants, Conditions and Restrictions of The Woodlands Business Park," dated June 19, 1984, recorded June 20, 1984, as Entry No. 3957732, in Book 5566, at Page 2152, of the official records of the Salt Lake County, Utah recorder (the "Original Declaration"). A First Amendment to the Declaration of Covenants, Conditions and Restrictions of The Woodlands Business Park was executed June 10, 1987, recorded June 17, 1987, as Entry No. 4476357, in Book 5931, at Page 972, in the official records of the Salt Lake County, Utah recorder (the "First Amendment"). (The Original Declaration and First Amendment are collectively referred to herein as the "Declaration"). [Each capitalized term used in this Second Amendment which is not defined herein shall have the same meaning or reference as previously set forth in the Declaration.]

B. Declarant currently has the sole and exclusive power and authority, acting pursuant to Section 10.3 of the Original Declaration to modify and amend the Declaration and the Plat.

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C. As contemplated by Section 10.3 of the Original Declaration, certain matters have arisen in the course of the development of the Project which necessitate an amendment to the Declaration and the Plat.

D. In addition, Declarant is willing to grant to users of certain of the Parcels a right to use, but strictly on a limited basis pursuant to the terms of an easement agreement, certain parking rights on and access rights with respect to a certain tract of land adjacent to the Project.

NOW, THEREFORE, Declarant hereby modifies and amends the Declaration as follows:

1. Current Expansion of Project. Acting pursuant to Article IX of the Original Declaration, the Declarant hereby expands the Project by the addition of the Additional Property described on Exhibit "A", attached hereto and incorporated herein by this reference. Exhibit "A" is a copy of an instrument titled "Grant of Easements" entered into between The Woodlands Associates, III, a Utah general partnership ("Associates III"), and Declarant. The Additional Property consists of easements for roadways and parking spaces on a tract of land immediately to the north of the Woodlands Project and, as such, does not represent a legal or beneficial fee title interest in real property. Accordingly, the Additional Property is hereafter referred to as the "Northern Easement Area." Title to the Northern Easement Area is and shall remain vested in and held by Associates III, but the right of use and enjoyment of the rights and benefits granted to Declarant pursuant to the Grant of Easements, attached as Exhibit "A", shall and does hereby become part of the Common Area and Common Facilities.

2. Parking. To facilitate the staging of the construction of the various buildings and common area facilities of the Project, including, but not limited to a parking ramp to be located on that area on the eastern side of the Entire Property, which area is labelled on the Plat as Common Parking Area, the following provisions shall govern the use of the Northern Easement Area to the extent it is subject to this Declaration:

(a) Until the first to occur of the date of completion of the parking ramp on the tract labelled on the Plat as the "Common Parking Area" or January 31, 1994 (the "Interim Parking Period"), the Northern Easement Area shall be used for parking the cars of the owners of the various Parcels of the Project and their tenants, and the customers, employees, guests and invitees of the owners and their tenants, subject to the right of Declarant to promulgate rules and regulations regarding such use. The entire cost and expense of constructing and initially installing the improvements to the Northern Easement Area shall be paid by the owner of Parcel

3. The entire cost and expense of maintaining the improvements shall constitute a Common Expense.

(b) From and after the expiration of the Interim Parking Period, the Northern Easement Area shall be used for the general overflow parking of all Parcels subject to the right of the Declarant to promulgate rules and regulations regarding such use.

3. Future Expansion of Project- Part of All of "Godnick Tract" May Become Additional Property. As an inducement to cause Associates III to execute the Grant of Easements and to cause Associates III to permit the assignment, as contemplated by this Second Amendment, of certain benefits conferred upon Declarant thereunder, Associates III, the owner of the tract of land described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Godnick Tract") is hereby granted the right and option, exercisable at any time and from time to time prior to January 31, 2009, to cause all or any portion of or interest in and to the Godnick Tract to become Additional Property. Without limiting the generality of the foregoing, the provisions of Section 9.4 of the Original Declaration shall not apply to the Godnick Tract (or the portion thereof being annexed). Associates III shall exercise the option herein granted by giving written notice of such election to the Declarant, which notice shall describe the portion of the Godnick Tract which is to become Additional Property. In addition, Associates III shall:

(a) Pay all cost and expense of effecting the annexation of the portion of the Godnick Tract to become Additional Property including, but not limited to, engineering, legal and similar professional fees and expenses, and all other costs and expenses contemplated by Article IX of the Original Declaration.

(b) Submit a revised Plat in form reasonably acceptable to Declarant, showing the Project after annexation of the Godnick Tract (or the portion thereof being annexed), including all Building Areas, Common Areas and Common Parking Areas to be located on the Godnick Tract (or the portion thereof being annexed).

(c) Submit an amendment to the Declaration, in form reasonably acceptable to Declarant, which satisfies the conditions set forth in Section 9.3 of the Original Declaration and which contemplates only such other changes to the then existing Declaration as are necessary to add the Godnick Tract (or the portion thereof being annexed) as Additional Property; provided the amendment shall incorporate the provisions of Section 2 of this Second Amendment.

(d) The amendment and the revised Plat shall provide for buildings and other improvements which are consistent with the general design and function of the then existing improvements to the Project and for roadways and parking areas on the Godnick Tract (or the portion thereof being annexed) which function harmoniously with the roadways and parking areas of the Project as then configured. The buildings and improvements shall be subject to the approval of the Committee.

(e) Neither the annexation of the Godnick Tract (or the portion thereof being annexed as Additional Property) nor the nature, design, scope or use of the improvements to be constructed thereon shall cause any violation of any applicable law, statute, ordinance, regulation or similar governmental rule affecting the Project or any portion thereof.

(f) The right and election of Associates III granted herein shall not be assignable or transferable by Associates III without the consent of Declarant.

(g) That portion of the Godnick Tract on which the parking ramp contemplated by Section 4 of the Grant of Easements has, at such time, or will, at some future time be constructed, is or with the annexation of the portion of the Godnick Tract then being annexed, becomes Additional Property.

4. Amendments Relating to Division of Parcel 1.

(a) Section 1.22 of the Original Declaration is hereby deleted and is replaced by the following new Section 1.31:

Section 1.22. "Master Plan Square Footage" means the following proposed gross building area (measured on each floor from the outside of the outside walls) with respect to the Buildings to be located on the following Parcels:

<u>Parcel</u>	<u>Square Feet</u>
1A	8,500
1B	3,250
2	16,500
3	115,000
4	145,000
5	210,000

(b) Section 1.27 of the Original Declaration is hereby amended by deleting the last sentence therefrom (which is in brackets) and inserting the following in its stead:

[The Plat, as a result of this Second Amendment, contains six (6) Parcels, numbered 1A, 1B, 2, 3, 4 and 5.]

(c) Section 1.31 of the Original Declaration is hereby deleted and is replaced by the following new Section 1.31:

Section 1.31. "Required Parking Spaces" means, with respect to each Parcel, the greater of the number of parking spaces required by applicable law or the number of Parking Spaces set forth with respect to that Parcel in the Development Guidelines adopted by the Committee pursuant to Section 3.5 of the Original Declaration. Unless modified in accordance with Section 3.5, the "Development Guidelines for Parking" dated November 16, 1988, which are attached hereto and incorporated herein by this reference as Exhibit "C" sets forth the Required Parking Spaces.

5. Amendment of Plat. The Plat is hereby amended by substituting the Amended Plat which is being executed and recorded contemporaneously with this Second Amendment, in the stead of the original Plat.

6. Temporary Easements. Certain existing Improvements and Landscaping, including, but not limited to the roadways, fountain, signs and utility lines which should be located in the Common Area now encroach onto certain of the Parcels as a result of the amendment of the Plat as set forth in Section 5 above. Each such encroachment is referred to herein as an "Encroachment" and in the aggregate as the "Encroachments". Notwithstanding the recordation of the Amended Plat, there is hereby granted an easement with respect to all encroachments of Improvements and Landscaping, which easement shall exist with respect to each encroachment until the first to occur of December 31, 1990 or, with respect to each Encroachment, the date the particular Encroachment is removed.

7. Cost of Parking Ramp. Notwithstanding any provision of the Original Declaration to the contrary, the cost of the parking ramp on the tract labelled on the Plat as the "Common Parking Area" shall be paid by the Owner of Parcel 3 and the Owner of Parcel 4 in the following ratios:

Parcel	Percentage
3	30.25%
4	69.75%

8. Ratification of Declaration. Except to the extent inconsistent with the provisions set forth above, the Declaration shall remain in full force and effect and is hereby ratified and affirmed. No subsequent amendment to the Declaration or this Second Amendment shall affect, limit or impair the rights of Associates III pursuant to this Second Amendment.

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

DECLARANT:

THE WOODLANDS ASSOCIATES, a Utah joint venture, by its Joint Venturers:

MHP-WOODLANDS, LTD., a Utah limited partnership, by its Sole General Partner:

MHC PROPERTIES, INC., a Utah corporation

By  _____
Its _____

SLC-1 LIMITED PARTNERSHIP, a Wisconsin limited partnership, by its Sole General Partner:

JOHNSON WAX DEVELOPMENT CORPORATION, a Wisconsin corporation

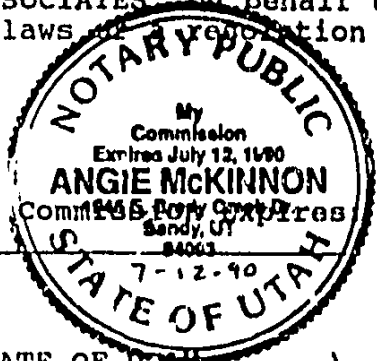
By  _____
Its Vice President _____

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

On the 19th day of December, 1988, personally appeared before me GARY L. MACHAN, who being by me duly sworn, did say that he is President of MHC PROPERTIES, INC., a Utah corporation, which

MHP-WOOD.CH

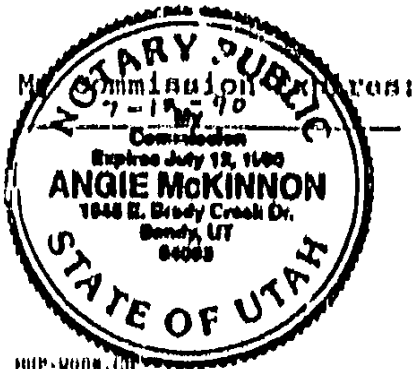
is the sole general partner of MHP-WOODLANDS, LTD., a Utah limited partnership, which is one of the joint venturers of THE WOODLANDS ASSOCIATES, a joint venture, organized pursuant to the Utah Uniform Partnership Act, and said GARY L. MACHAN duly acknowledged to me that the executed within and foregoing instrument was signed on behalf of said corporation in its capacity as the sole general partner of MHP-WOODLANDS, LTD., on behalf of said partnership in its capacity as one of the joint venturers of THE WOODLANDS ASSOCIATES, on behalf of said joint venture, by authority of its bylaws or a resolution of its board of directors.



[Signature]
 NOTARY PUBLIC
 Residing at: Sandy, Utah

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

On the 19th day of December, 1988, personally appeared before me Roger D. Christensen, who being by me duly sworn, did say that he is the Vice-President of JOHNSON WAX DEVELOPMENT CORPORATION, a Wisconsin corporation, which is the sole general partner of SLC-1 LIMITED PARTNERSHIP, a Wisconsin limited partnership, which is one of the joint venturers of THE WOODLANDS ASSOCIATES, a joint venture, organized pursuant to the Utah Uniform Partnership Act, and said Roger D. Christensen duly acknowledged to me that the executed within and foregoing instrument was signed on behalf of said corporation in its capacity as the sole general partner of SLC-1 LIMITED PARTNERSHIP, on behalf of said partnership in its capacity as one of the joint venturers of THE WOODLANDS ASSOCIATES, on behalf of said joint venture, by authority of its bylaws or a resolution of its board of directors.



[Signature]
 NOTARY PUBLIC
 Residing at: Sandy, Utah

MHP-WOOD.LIT

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EXHIBIT "A" TO
SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

WHEN RECORDED, MAIL TO:

David E. Gee, Esq.
KIMBALL, PARR, CROCKETT & WADDOUPS
185 South State Street, Suite 1300
Salt Lake City, Utah 84111

GRANT OF EASEMENTS

THIS GRANT OF EASEMENTS (the "Grant") is made and entered into this _____ day of _____, 1988, by THE WOODLANDS ASSOCIATES, III, a Utah general partnership ("Owner"), in favor of THE WOODLANDS ASSOCIATES, a Utah general partnership ("Beneficiary").

RECITALS

A. Owner owns a tract of real property located in Salt Lake County, State of Utah, the legal description of which is set forth on Exhibit "A", attached hereto and incorporated herein by this reference (the "Northern Tract").

B. Beneficiary has an interest in a certain tract of real property located in Salt Lake County, State of Utah, the legal description of which is set forth on Exhibit "B", attached hereto and incorporated herein by this reference (the "Woodlands Tract").

C. Beneficiary has executed a certain instrument titled "Declaration of Covenants, Conditions and Restrictions of The Woodlands Business Park, a Planned Unit Development," dated June 19, 1984 and recorded June 20, 1984, as Entry No. 3957732, in Book 5566, at Page 2152 of the official records of the Salt Lake County, Utah recorder (which instrument, as amended, is referred to herein as the "CCR Declaration") and a plat titled "The Woodlands Business Park, a Planned Unit Development" which was also recorded with the Salt Lake County, Utah recorder (which plat, as amended, is referred to herein as the "Plat"). The CCR Declaration and Plat created a commercial planned unit development (the "Woodlands PUD") with respect to the Woodlands Tract.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Beneficiary, intending to be legally bound and intending that the burdens and benefits herein created shall run with the land, hereby agree as follows:

1. Definitions. As used in this Grant:

(a) "Party" means each person executing this instrument and its heirs, assigns and successors in interest as the same may be shown by records of Salt Lake County, State of Utah, at any given date. Without limiting the generality of the foregoing, the term Party refers to the persons who, at any given date, fit the following classifications:

(i) The person or persons holding fee title to all or any portion of either Tract; and

(ii) The lessee or lessees under a ground lease of all or a portion of either Tract for a fixed minimum term of thirty (30) years, or longer, in which event the fee owner of the real property covered by such lease will not be deemed to be a Party as to such Tract for the purposes of this Grant during the duration of such ground lease.

Notwithstanding any applicable law, a mortgagee, beneficiary pursuant to a trust deed or similar secured party with respect to all or a portion of either Tract, shall never be deemed to be a Party unless and until it forecloses or otherwise acquires fee title.

(b) "Parties" means all of the persons who, at any given date, are a Party, taken in the aggregate.

(c) "Interim Parking Period" means that period of time commencing with the construction of the office building on Parcel 3 of the Woodlands PUD (as shown on the Plat) and ending on the first to occur of December 31, 1991 or the date the parking ramp on the eastern common parking area of the Woodlands PUD (as shown on the Plat) is completed.

(d) "Parking Ramp" means the parking ramp contemplated by Section 4 of this Grant.

(e) "Parking Ramp Notice" refers to the notice given by a Party pursuant to Section 4 of this Grant.

(f) "Overflow Parking Period" means that period of time commencing with the expiration of the Interim Parking Period and continuing until the first to occur of the date a Parking

Ramp Notice is delivered or the date Owner notifies Beneficiary that Owner requires all surface parking spaces located on the Northern Tract.

(g) "Final Parking Period" means that period of time commencing with the expiration of the Interim Parking Period and continuing until the Termination Date.

(h) "Tracts" means the Woodlands Tract and the Northern Tract.

(i) "Tract" means either one of the Tracts where no distinction between them is required by the context in which such term is employed.

(j) "Termination Date" means December 31, 2088 or any extension by mutual agreement of the Parties.

2. Grant of Easement. Owner hereby establishes the following easements with respect to the Northern Tract:

(a) Non-exclusive easements appurtenant to the Woodlands Tract across the roadways and walkways existing on the Northern Tract from time to time for the purpose of pedestrian traffic of the Benefitted Parties (as defined below).

(b) Non-exclusive easements appurtenant to the Woodlands Tract across the roadways on the Northern Tract for the purpose of furnishing access and the right of access for the vehicles of the Benefitted Parties across the Northern Tract between the public streets or the Woodlands Tract and the parking areas on the Northern Tract; provided that the foregoing right of access shall be limited to such use as is incident to the use of the Woodlands Tract for office and commercial purposes.

(c) The right to use the following number of parking spaces on the Northern Tract to park the cars of the Benefitted Parties:

(i) During the Interim Parking Period: The exclusive right to use the parking spaces, the location and configuration of such spaces to be designated by Owner.

(ii) During the Overflow Parking Period: The non-exclusive right to use such number of the parking spaces as Owner does not require in connection with improvements constructed on the Northern Tract or other adjacent land owned by it, the location and configuration of such spaces to be designated by Owner; provided, that at such

time as the Owner requires all of the parking spaces located on the Northern Tract in connection with improvements constructed on the Northern Tract, all easements granted pursuant to this Section 2 shall cease.

(iii) During the Final Parking Period: The non-exclusive right to use the parking spaces located in the Parking Ramp for Benefitted Parties with respect to Parcel 5 of the Woodlands PUD, the location and configuration of such spaces to be designated by Owner.

(d) The easements granted pursuant to subsections (a) through (c) above shall benefit Beneficiary, its tenants and their respective guests, invitees, successors and assigns (all of the foregoing constituting the "Benefitted Parties") in connection with their use of the Woodlands Tract for office and commercial purposes. The entire cost and expense of any and all improvements, additions or modifications made at any time and from time to time to facilitate the use by the Benefitted Parties of the easements hereby granted shall be paid by Beneficiary or its successors and assigns. Beneficiary shall obtain Owner's prior written consent and approval to any and all improvements, alterations, relocations or changes which approval shall not be unreasonably withheld but which approval may be withheld if such improvement or alteration will impair Owners existing use or future development of the Northern Tract and other adjacent land owned by Owner. In connection with such consent, Owner may inspect and demand reasonable changes to the plans and specifications for the improvements or alterations and may demand that the improvements or alterations be bonded against or require other assurance of payment for the cost thereof.

(e) Beneficiary may assign all or a portion of its rights hereunder to any affiliated entity that owns all or a portion of the land comprising the Woodlands Tract and may permit all or a portion of its rights hereunder to become "Additional Property" as defined in the CCR Declaration.

(f) Owner and its successors and assigns are permitted to alter, relocate or change the configuration of the roadways, walkways and other common area improvements constructed by Beneficiary on the Northern Tract at any time and from time to time; provided, Owner shall pay the cost of such alteration or relocation.

3. Obligation of Parties Owning the Woodlands Tract. Beneficiary and all other Parties with respect to the Woodlands Tract shall be obligated to pay the entire cost and expense of maintaining the roadways, walkways and related common areas constructed on the Northern Tract which are constructed for the use

of such Benefitted Parties. The maintenance shall, at Owner's election, be performed either by Owner or by Beneficiary. The foregoing notwithstanding, at such time as the Owner has developed buildings on the Northern Tract or adjacent land owned by it, the cost and expense of maintaining the roadways, walkways and related common areas shall be apportioned between the Parties owning the Northern Tract and the Parties owning the Woodlands Tract based upon the number of parking spaces on the Northern Tract used by each such group of Parties.

4. Parking Ramp. It is contemplated that a multi-level parking ramp (the "Parking Ramp") will be constructed on the eastern one-half (1/2) of the Northern Tract. The Parking Ramp will be available to satisfy the easement rights of Beneficiary with respect to Parcel 5 of the Woodlands PUD as proscribed by Section 2(c)(iii) of this Grant and the parking requirements of Owner and its successors and assigns and their tenants and the guests, invitees or customers of all of the foregoing persons. The construction and use of the Parking Ramp shall be governed by the following conditions:

(a) For purposes of this Section 4, a "Parking Ramp Notice" means a notice which sets forth the size of the building to be constructed (in gross square feet and usable square feet), the total number of parking spaces required by applicable law in connection with the buildings and the number of parking spaces in the Parking Ramp to be used by the tenants of the buildings.

(b) The following Parties may deliver a Parking Ramp Notice at any time after expiration of the Interim Parking Period as follows:

(i) At such time as Beneficiary or its successor and the person which is then the "Party" with respect to Parcel 5 of the Woodlands PUD propose to construct a building on Parcel 5, but in no event later than January 31, 2009, they shall give a written Parking Ramp Notice to the Owner or the Party which is its successor.

(ii) At such time as Owner or its successor with respect to the Northern Tract proposes to construct a building or buildings on the western one-half (1/2) of the Northern Tract which will require parking spaces in excess of the number of parking spaces which can be situated on the remaining surface of the western one-half (1/2) of the Northern Tract, but in no event later than January 31, 2009, it shall deliver a written Parking Ramp Notice to the Party which is its successor with respect to Parcel 5 of the Woodlands PUD.

(c) If a Party receives a Parking Ramp Notice, it shall within sixty (60) days thereafter finalize its development plans and deliver to the Party from which it received such notice, a Parking Ramp Notice with respect to its proposed development of such Party's building or buildings.

(d) After the reciprocal notices contemplated by subsections (b) and (c) have been delivered, the Parking Ramp shall be designed by an architect agreed upon by Owner and Beneficiary, subject to the approval of Owner and Committee (as defined in the CCR Declaration). The Parking Ramp, as designed shall be aesthetically harmonious with the buildings and common areas of the Woodlands PUD and shall provide open and easy access to both the Woodlands Tract and the western one-half (1/2) of the Northern Tract.

(e) Owner and Beneficiary shall pay their respective share of the cost and expense of constructing the Parking Ramp based upon the number of parking spaces in the Parking Ramp required by each of them. Prior to commencement of construction, each Party shall demonstrate to the reasonable satisfaction of the other Party its ability to pay, on a timely basis, its share of the cost and expense of construction. If either Party fails to demonstrate its ability to pay its share of the cost, the other Party may unilaterally alter the plans for the Parking Ramp and build a Parking Ramp which will provide only the number of spaces required by such Party. Without limiting the generality of the foregoing, a Party may demonstrate its ability to pay its share of the cost of construction by obtaining a loan commitment from a reputable lender which is subject only to customary conditions.

(f) Owner and Beneficiary shall pay their respective share of the cost and expense of operating and maintaining the Parking Ramp based upon the number of parking spaces in the Parking Ramp required by each of them.

(g) Upon completion of the Parking Ramp, the Beneficiary's rights to use the Parking Ramp and the tract of land on which it is located shall be dedicated as and shall become "Additional Property" pursuant to Article IX of the CCR Declaration.

(h) In the event of a dispute between Owner and Beneficiary regarding the Parking Ramp or any matter in connection therewith, the dispute shall be submitted to binding arbitration pursuant to Utah Code Annotated (1953, as amended), Section 78-31a-1 et seq. The arbitrators shall be members of the American Arbitration Association in accordance with the procedures of such Association.

5. Duration. This Grant and each easement, covenant, restriction, and undertaking of this Grant shall be for a term commencing on the date hereof and continuing until the Termination Date. The foregoing notwithstanding, the easements established in favor of the Woodlands Tract by this Grant shall terminate and be of no further force and effect with respect to such portions of the Northern Tract which become included in the Woodlands PUD pursuant to a binding amendment to the Plat and the CCR Declaration. The effective date of such termination shall be the date of amendment of the Plat to include such portion in the Woodlands PUD. If only a portion of the Northern Tract is included in the Woodlands PUD, this Grant shall continue to exist for the benefit of the remainder of the Northern Tract not included in the Woodlands PUD; provided the number of parking spaces to which Beneficiary is entitled shall be adjusted by subtracting from the number of parking spaces to which Beneficiary is entitled the number of spaces located on that portion of the Northern Tract which was added to the Woodlands PUD.

6. Modification. This Grant and each and every easement, covenant, restriction or undertaking contained herein may be terminated, extended, modified, or amended as to the whole of the Tracts or any portion of them only with the unanimous written consent of the Parties.

7. Not a Public Dedication. Nothing contained in this Grant will be deemed to be a gift or dedication of any portion of either Tract to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Grant will be strictly limited to and for the private purposes expressed herein.

8. Mutuality; Reciprocity Runs with Land.

(a) Each of the easements, restrictions, covenants and rights granted or created herein are appurtenances to the Tracts and none of the easements, restrictions, covenants and rights may be transferred, assigned, or encumbered except as an appurtenance to such Tracts. For the purposes of the easements, restrictions, and rights, the Tract benefitted will constitute the dominant estate, and the Tract burdened by such easements, restrictions, and rights will constitute the servient estate.

(b) Each of the covenants, restrictions, conditions, and provisions contained in this Grant (whether affirmative or negative in nature) are: made for the direct, mutual and reciprocal benefit of each Tract; will create mutual equitable servitudes upon each Tract in favor of each other Tract; will constitute covenants running with the land; will bind every person having any fee, leasehold, or other interest in any

portion of the Tract at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, condition, or provision in question, or that the covenant, restriction, condition or provision is to be performed on such portion; and will inure to the benefit of the Parties and their respective successors and assigns as to their respective Tracts.

9. Miscellaneous Provisions.

(a) The Parties do not by this Grant, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

(b) Each Party shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond such Party's control, including, but not limited to, labor disputes, civil commotion, war, governmental regulations, moratoriums or controls, fire or other casualty, inability to obtain any material or services or acts of God.

(c) Failure of a Party to insist upon the strict performance of any provision of this Grant or to exercise any option granted hereunder shall not be construed as a waiver for the future of any such provision or option. No provision of this Grant shall be deemed to have been waived unless such waiver be in writing signed by each other Party.

(d) If any provision of this Grant or the application thereof to any person or circumstance shall to any extent, be determined to be invalid, the remainder of this Grant or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each other provision of this Grant shall be valid and enforced to the fullest extent permitted by law unless a court shall determine that the enforcement of such a remaining provision would clearly be antithetical to the intent of Owner.

(e) Except as otherwise provided herein, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, heirs, successors and assigns. Beneficiary may assign the benefits granted to it hereunder to the Association (as defined in the CCR Declaration) created pursuant to the Woodlands PUD or to the Party or Parties owning the Woodlands Tract. If Beneficiary so assigns its rights, Beneficiary may designate the Declarant pursuant to the Woodlands PUD as the only Party entitled to exercise any or all of the discretions and powers granted pursuant to this Grant.

(f) This Grant shall be construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Grant on the date first set forth above.

"OWNER"

THE WOODLANDS ASSOCIATES, III,
a Utah general partnership, by its
General Partners:

JOHNSON WAX DEVELOPMENT CORPORATION,
a Wisconsin corporation

By _____
Its _____

MHP-WOODLANDS RETAIL, LTD.,
a Utah limited partnership, by its
General Partner:

MHC PROPERTIES, INC., a Utah
corporation

By _____
Its _____

"BENEFICIARY"

WOODLANDS ASSOCIATES, a Utah joint
venture, by its Joint Venturers:

MHP-WOODLANDS, LTD., a Utah limited
partnership, by its Sole General
Partner:

MHC PROPERTIES, INC., a Utah
corporation

By _____
Its _____

its capacity as the general partner of MHP-WOODLANDS RETAIL, LTD., on behalf of said partnership in its capacity as one of the general partners of THE WOODLANDS ASSOCIATES, III, on behalf of said partnership, by authority of its bylaws or a resolution of its board of directors.

My Commission Expires: _____
NOTARY PUBLIC
Residing at: _____

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

On the _____ day of _____, 1988, personally appeared before me GARY L. MACHAN, who being by me duly sworn, did say that he is President of MHC PROPERTIES, INC., a Utah corporation, which is the sole general partner of MHP-WOODLANDS, LTD., a Utah limited partnership, which is one of the joint venturers of THE WOODLANDS ASSOCIATES, a joint venture, organized pursuant to the Utah Uniform Partnership Act, and said GARY L. MACHAN duly acknowledged to me that the executed within and foregoing instrument was signed on behalf of said corporation in its capacity as the sole general partner of MHP-WOODLANDS, LTD., on behalf of said partnership in its capacity as one of the joint venturers of THE WOODLANDS ASSOCIATES, on behalf of said joint venture, by authority of its bylaws or a resolution of its board of directors.

My Commission Expires: _____
NOTARY PUBLIC
Residing at: _____

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

On the _____ day of _____, 1988, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of JOHNSON WAX DEVELOPMENT CORPORATION, a Wisconsin corporation, which is the sole general partner of OLC-1 LIMITED PARTNERSHIP, a Wisconsin limited

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partnership, which is one of the joint venturers of THE WOODLANDS ASSOCIATES, a joint venture, organized pursuant to the Utah Uniform Partnership Act, and said _____ duly acknowledged to me that the executed within and foregoing instrument was signed on behalf of said corporation in its capacity as the sole general partner of SLC-1 LIMITED PARTNERSHIP, behalf of said partnership in its capacity as one of the joint venturers of THE WOODLANDS ASSOCIATES, on behalf of said joint venture, by authority of its bylaws or a resolution of its board of directors.

My Commission Expires: _____

NOTARY PUBLIC
Residing at: _____

EXHIBIT "A"

THE GODNICK TRACT
Referred to in Section 3

PARCEL 1:

Commencing 352.1 feet South from the Northwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey; and running thence East 150 feet; thence South 65 feet; thence West 150 feet; thence North 65 feet to the point of beginning.

PARCEL 2:

Commencing 50 feet North from the Southwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey; and running thence East 150 feet; thence North 50 feet; thence West 150 feet; thence South 50 feet to the point of beginning.

PARCEL 3:

Commencing at the Southeast corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey; and running thence West along a 622.03 foot radius curve 715.24 feet (said arc being subtended by a chord of South 89°59' East 676.48 feet); thence West 82.52 feet; thence North 50 feet; thence East 150 feet; thence North 50 feet; thence West 150 feet; thence North 56.52 feet; thence East 150 feet; thence North 130.58 feet; thence East 389 feet; thence South 13 feet; thence South 85°34' East 220.6 feet; thence South 257.1 feet to the point of beginning.

EXHIBIT "B"

Parcels 1A, 1B, 2, 3, 4 and 5 of THE WOODLANDS BUSINESS PARK, a Planned Unit Development, as recorded with the Salt Lake County, Utah Recorder.

PIP-WOOD.CH (Draft 11/20/00)

BY 6091 REC 2447

**EXHIBIT "B" TO
SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

**THE GODNICK TRACT
Referred to in Section 3**

PARCEL 1:

Commencing 352.1 feet South from the Northwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey; and running thence East 150 feet; thence South 65 feet; thence West 150 feet; thence North 65 feet to the point of beginning.

PARCEL 2:

Commencing 50 feet North from the Southwest corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey; and running thence East 150 feet; thence North 50 feet; thence West 150 feet; thence South 50 feet to the point of beginning.

PARCEL 3:

Commencing at the Southeast corner of Lot 9, Block 5, Ten Acre Plat "A", Big Field Survey; and running thence West along a 622.03 foot radius curve 715.24 feet (said arc being subtended by a chord of South 89°59' East 676.48 feet); thence West 82.52 feet; thence North 50 feet; thence East 150 feet; thence North 50 feet; thence West 150 feet; thence North 56.52 feet; thence East 150 feet; thence North 130.58 feet; thence East 389 feet; thence South 13 feet; thence South 85°34' East 220.6 feet; thence South 257.1 feet to the point of beginning.

