

WHEN RECORDED MAIL TO:
General Hospital of Galen, Inc.
c/o Columbia/HCA Healthcare Corporation
201 West Main Street
Louisville, Kentucky 40201
Attn: Howard Patterson

RETURNED
AUG 11 1994

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DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration"), made as of the 14th day of July, 1994, by GENERAL HOSPITALS OF GALEN, INC., a Utah corporation (hereinafter referred to as "Declarant");

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09-023-0063

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CAROL DEAN PAGE, DAVIS CNTY RECORDER
1994 AUG 11 12:20 PM FEE 25.00 CEP MEC
REC'D FOR LANDMARK TITLE

WITNESSETH:

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WHEREAS, Declarant is the owner of the fee simple title to that certain tract or parcel of real property located in the City of Layton, Davis County, Utah, which tract or parcel is more particularly described in Exhibit A attached hereto and by this reference incorporated herein (hereinafter referred to as the "MOB Footprint Area"); and

WHEREAS, Declarant is also the owner of fee simple title to that certain tract or parcel of real property located in the City of Layton, Davis County, Utah, which tract or parcel is more particularly described in Exhibit B attached hereto and by this reference incorporated herein (hereinafter referred to as the "Hospital Area"); and

WHEREAS, Declarant intends to sell the MOB Footprint Area to a third party for development and use as a medical office building with related amenities (the "Physicians MOB"); and

WHEREAS, Declarant desires to execute this Declaration for the purpose of placing certain restrictions on the types of business to be conducted in the Physicians MOB, and for other purposes, as more particularly provided herein.

NOW, THEREFORE, for and in consideration Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Declarant does hereby declare that, from and after the date hereof, the Physicians MOB shall be held, owned and used in accordance with the following:

1. Restricted Medical Use. The Physicians MOB shall not be used for the following activities without the prior written consent of the owner from time to time of the Hospital Area, which consent shall be given or denied in the sole and unfettered discretion of such owner: Acute care general hospital, specialty hospital, rehabilitation center, extended care facility, nursing home, outpatient or inpatient clinic, surgical center, emergency center, home health

service, health care corporation, health maintenance organization or similar direct care provider, ambulance service, pathology laboratory, clinical laboratory, diagnostic imaging center (which includes any of the following testing facilities: fluoroscopy, plane film radiography, computerized tomography (CT) ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and magnetic resonance imaging), radiology clinic, inhalation or physical therapy center; provided, however, that an individual physician, group of physician, partnership, professional association or professional corporation, engaged in the private practice of medicine (a "practitioner"), may render pathological laboratory and radiological services and may perform surgical procedures not requiring use of general anesthesia within the confines of the practitioner's personal office where such services are incidental to and a necessary part of the diagnosis or treatment rendered to the practitioner's patients, so long as such pathological laboratory and radiological services are merely ancillary and incidental to the practitioner's primary medical practice or specialty and not the predominant services rendered by the practitioner to the practitioner's patients.

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2. MOB Leasing Restrictions. The owner from time to time of the Physicians MOB shall not lease any portion of the Physicians MOB to any person, partnership, corporation, or entity that is not, at the time of execution of the lease: (i) a physician who is on the staff of the Davis Hospital and Medical Center (hereinafter "Hospital"); (ii) owned completely by a physician who is on the medical staff of the Hospital; or (iii) controlled through majority ownership by a physician or group of physicians who is/are on the medical staff of the Hospital. Furthermore, any lease of any portion of the Physicians MOB shall terminate upon the expiration of its term (including the expiration of all renewal terms provided for in such lease) and shall not be renewed if the lessee ceased to be: (a) a physician who is on the medical staff of the Hospital; (b) owned completely by a physician who is on the medical staff of the Hospital; or (c) controlled through majority ownership by a physician or group of physicians who is/are on the medical staff of the Hospital. Notwithstanding the foregoing, the owner from time to time of the Physicians MOB is expressly permitted to enter into leases with tenants for retail uses of space in the Physicians MOB, provided that such retail uses constitute ancillary services customarily found in office buildings and does not exceed eight percent (8%) of the total net rentable square footage of the building. For purposes of this Paragraph 2, an office devoted to the general practice of dentistry shall be considered an ancillary service customarily found in

office buildings provided that the size of such office does not exceed 3,000 net rentable square feet.

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3. General Restrictions. The Physicians MOB shall not be used in any manner that would: (i) constitute a public or private nuisance; (ii) result in any noise or sound that would be objectionable to the occupants of the Physicians MOB due to the intermittence, beat, frequency, shrillness, or loudness of the noise; (iii) result in any obnoxious odor; (iv) result in the use of any portion of the Physicians MOB for the storage of any inflammable, combustible or explosive fluid, or chemical substance, other than reasonable amounts of cleaning fluids or solvents or other materials required in the normal operation of business in the Physicians MOB and other than storage and use of such materials as are customarily used by physicians as part of their medical practice; (v) constitute an improper dumping, disposal, treatment, storage, incineration, or reduction of wastes, garbage or refuse; (vi) include any restaurant, bar, or include an amusement facility or public theater.

4. Restrictions on Ownership. The owner from time to time of the MOB Footprint Area shall not convey all or any portion of the MOB Footprint Area to any person or entity that owns or operates an acute care general hospital (other than the owner from time to time of the Hospital Area). For purposes of this Paragraph 4, a transfer of a general partner interest in any partnership that owns all or any portion of the Physicians MOB shall be deemed a conveyance of the MOB Footprint Area. Notwithstanding the foregoing, the restriction on ownership set forth in this Paragraph 4 shall not be applicable to either (a) a deed in lieu of foreclosure granted by the owner from time to time of the MOB Footprint Area, or (b) a sale under power or foreclosure sale created by the holder of such deed to secure debt, nor shall such restriction be effective from or after the date of such deed in lieu of foreclosure or deed under power, as the case may be PROVIDED THAT the owner from time to time of the Hospital Area is first given written notice (which notice shall be deemed given three (3) days after it is deposited in the United States Mail, Certified and with return receipt requested, addressed to the "Hospital Chief Executive Officer" at the street address for the Hospital Area) of the default triggering the institution of such deed in lieu or deed under power, and such owner is given ten (10) days from such notice of default in which to cure same.

5. Duration and Binding Effect. The covenants and restrictions set forth in this Declaration shall be effective on the date hereof and shall continue in effect for a period of

twenty (20) years from the date hereof, after which time they shall be extended automatically for successive periods of ten (10) years each; provided, however, that if at any time the Hospital ceases to be used as an acute care general hospital, then this Declaration and the restrictions set forth herein shall automatically terminate and be of no further force or effect. The covenants and restrictions set forth in this Declaration shall be binding upon and shall inure to the benefit of Declarant, its successors, successors-in-title, legal representatives, heirs and assigns. All leases of space in the Physicians MOB shall refer to this Declaration.

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IN WITNESS WHEREOF, Declarant has executed this Declaration under seal as of the date first above written.

DECLARANT:

GENERAL HOSPITAL OF GALEN, INC.,
a Utah corporation

Signed, sealed and delivered
in the presence of:

Luella A. Harris
Witness

By: *Howard K. Patterson*

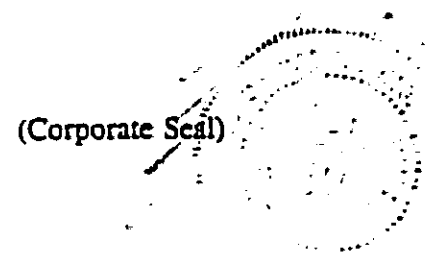
Title: *vice president*

Lisa A. Miller
Notary Public

Attest: *Reinda J. McDonald*
Title: *Assistant Secretary*

My Commission Expires:
LISAA. MILLER
Notary Public, State at Large, KY.
My commission expires Jan. 10, 1996

The foregoing instrument was acknowledged before me this 14th day of July, 1994, by HOWARD K. (Notary Seal) PATTERSON, the Vice President of General Hospital of Galen, Inc., a Utah Corporation.



CONSENT TO DECLARATION OF
RESTRICTIVE COVENANTS

E 1136094 B 1790 P 410

The undersigned hereby consents to and agrees to be bound by the terms of the foregoing Declaration of Restrictive Covenants.

BOYER DAVIS NORTH MEDICAL ASSOCIATES,
LTD., a Utah limited partnership

By its General Partner,
The Boyer Company, L.C.,
a Utah limited liability company

BY: *Kem C Gardner*
Kem C Gardner
Its President and Manager

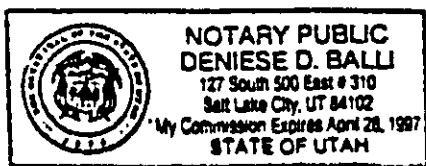
STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 11 day of August 1994, personally appeared before me KEM C. GARDNER, who being by me duly sworn did say that he is the president and manager of THE BOYER COMPANY, L.C., a Utah limited liability company by authority and said company executed the said instrument for and on behalf of BOYER DAVIS NORTH MEDICAL ASSOCIATES, LTD., a Utah limited partnership, as general partner therein.

Deniese D. Balli
NOTARY PUBLIC
Residing at:
Salt Lake County

My Commission Expires:

4-28-97



CONSENT AND SUBORDINATION TO
DECLARATION OF RESTRICTIVE COVENANTS

The undersigned hereby agrees to be bound by the foregoing Declaration of Restrictive covenants and agrees that the Deed of Trust dated June 22, 1994 executed by BOYER DAVIS NORTH MEDICAL ASSOCIATES, LTD., a Utah limited partnership, as Trustor, in favor of the undersigned, as Beneficiary, which was recorded July 15, 1994 as Entry Numbers 1131111, 1131112 and 1131113, respectively, shall be subordinate in all respects to the terms of said Declaration of Restrictive Covenants.

KEY BANK OF UTAH, a Utah
banking corporation
BY: *Craig Hackett*
Its *SVP*

STATE OF)
) SS
County of Salt Lake)

On the 5th day of August, 1994, personally appeared before me Craig Hackett, who being by me duly sworn did say that he is the Senior Vice President of KEY BANK OF UTAH, a Utah Banking Corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said Craig Hackett acknowledged to me that said corporation executed the same.

My commission expires: 12-20-97

Deanna O. Gardner
Notary Public
Residing at: SLC, UT

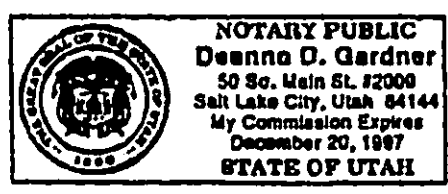


EXHIBIT "A"
LEGAL DESCRIPTION

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BEGINNING at a point located North 701.70 feet and East 3340.76 feet from the Southwest corner of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, said point is also the Northeast corner of the existing January 1994 Davis Hospital Building; thence North $0^{\circ}19'13''$ West 5.00 feet; thence North $89^{\circ}40'47''$ East 200.00 feet; thence South $0^{\circ}19'13''$ East 52.50 feet; thence North $89^{\circ}40'47''$ East 8.50 feet; thence South $0^{\circ}19'13''$ East 32.50 feet; thence South $89^{\circ}40'47''$ West 8.50 feet; thence South $0^{\circ}19'13''$ East 40.50 feet; thence South $89^{\circ}40'47''$ West 230.00 feet; thence North $0^{\circ}19'13''$ West 11.92 feet to a point on South exterior wall line of existing hospital building; thence North $89^{\circ}40'47''$ East 30.00 feet to Southeast corner of existing hospital building; thence North $0^{\circ}19'13''$ West 108.58 feet along East wall of existing hospital to point of BEGINNING.

(Basis of bearing is from the Southwest corner of Section 7 to the South quarter corner of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, with said bearing being North $89^{\circ}47'00''$ East.)

09-023-0063

EXHIBIT "B"

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The land referred to in this policy is situated in the State of Utah, County of Davis, and is described as follows:

BEGINNING on the North line of a street at a point North 89°47' East 24.75 feet along the Section line and North 0°03' East 33.0 feet from the South Quarter Corner of Section 7, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, and running thence North 89°47' East 550.0 feet along the North line of said street; thence North 0°02' West 113.50 feet; thence North 40°20'54" East 340.68 feet; thence North 89°47' East 334.95 feet to the Westerly line of Interstate Highway 15; thence along said Highway North 0°06' East 47.43 feet, and Northeasterly 482.38 feet along the arc of an 894.93 foot radius curve to the left, and North 28°48'07" West 366.01 feet to a point 120.0 feet and perpendicularly distant Southwesterly from the center line of said Highway; thence North 34°56' West 108.23 feet, more or less, along said Highway to the North line of the South Half of the Southeast Quarter of said Section 7; thence South 89°47' West 735.45 feet, more or less, along said line to the East line of a lane; thence South 0°03' West 1287.0 feet, more or less, along said lane to the point of BEGINNING.

LESS AND EXCEPTING those portions of the above described property previously conveyed by the Declarant.

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