

**RETURNED**  
**APR 25 2006**

12-391-0007, 0008, 0009  
0011, 0012, 0013, 0016

**Declaration of Restrictions**

This Declaration of Restrictions is made and executed this 29th day of October, 2003, by Wilcox Farms, L.C., a Utah limited liability company; Glenn Douglas Wilcox; Con Layne Wilcox; Shirley B. Wilcox, Trustee of the Shirley B. Wilcox Revocable Trust, dated April 25, 1994; and Oakwood Investment, L.C., a Utah limited liability company, (all of which parties are sometimes hereinafter referred to as the "Declarants", and each or any of which parties is sometimes hereinafter referred to as a "Declarant").

Recitals:

- A. Each of the Declarants has an interest in a portion or all of the real property referred to and described herein as Parcel A and Parcel B, and collectively Declarants are the record owners of all legal and beneficial right, title and interest in and to Parcel A and Parcel B.
- B. Declarants Glenn Douglas Wilcox, Con Layne Wilcox, Shirley B. Wilcox, Trustee of the Shirley B. Wilcox Revocable Trust, dated April 25, 1994, and Oakwood Investment, L.C., a Utah limited liability company, are the sole members of Declarant Wilcox Farms, L.C., a Utah limited liability company, and said Wilcox Farms, L.C. is the record owner of all legal and beneficial right, title and interest in and to Parcel A.
- C. Declarants desire to sell or exchange Parcel A to Anderson Tire Holding Company, L.C. and to impose upon Parcel B, in consideration for the purchase or exchange of Parcel A by Anderson Tire Holding Company, L.C., certain restrictive covenants

Now, Therefore, for the foregoing purposes and in consideration of the reciprocal benefits to be derived by Declarants and Anderson Tire Holding Company, L.C., Declarants, and each of them, hereby consent, acknowledge and agree to all of the following terms and provisions and do 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 Declarants, their heirs,

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 Anderson Tire Holding Company, L.C., its successors, assigns, licensees and franchisees.
3. Terms of the Restrictive Covenants. During the term of these restrictive covenants, neither Declarants nor their heirs, 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 tire service center. A "tire service center," as that term is used herein, shall be defined as, and limited to, a tire service center, a tune-up or diagnostic center, a general automobile repair and service shop, and a general automobile parts and accessories store. A "tire service center," as that term is used herein, shall be defined as not including, without limitation, a specialized automobile accessory sales and installation shop, an automobile body paint and repair shop, an automobile dealership, an automobile rental agency, an automobile emissions and inspection station, a lubrication and oil change shop, a muffler and brake shop, a transmission repair shop, an automobile detailing shop, an automobile machine shop, an automobile radio and stereo sales and repair store, an automobile upholstery sales and repair store, and an engine rebuilding shop.
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) Anderson Tire Holding Company, L.C. or its affiliate sells or transfers that real property described herein as Parcel A without having first constructed thereon a tire service center.
  - (ii) Anderson Tire Holding Company, L.C. or its successors, assigns, licensees or franchisees cease to operate a tire service center upon that real property described herein as Parcel A. The temporary closure of such a tire service center due to casualty or for purposes of remodeling or upgrading shall not be considered a cessation of operation.

(iii) With respect to the restrictive covenants on Lots 8, 12 and 13, the passage of twenty-five (25) years from the date a deed, describing said Parcel A and with Anderson Tire Holding Company, L.C., its affiliate, successor or assignee, as grantee, is recorded in the Office of the Davis County Recorder. With respect to the restrictive covenants on Lots 9,11 and 16, the passage of five (5) years from the date a deed, describing said Parcel A and with Anderson Tire Holding Company, L. C., 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, Anderson Tire Holding Company, L.C., 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 7, 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, 12, 13 and 16 of 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.

In Witness Whereof, the undersigned, being the Declarants herein, have 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: *Glenn Douglas Wilcox, member*  
Glenn Douglas Wilcox, a member

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

by: *Shirley B. Wilcox, Trustee*  
Shirley B. Wilcox, Trustee of the Shirley B. Wilcox Revocable Trust, dated April 25, 1994, a member

by: Oakwood Investment, L.C., a Utah limited liability company, a member

by: *Itha W. Rampton, manager*  
Itha W. Rampton, managing member of Oakwood Investment, L.C.

*Glenn Douglas Wilcox*  
Glenn Douglas Wilcox

*Con Layne Wilcox*  
Con Layne Wilcox

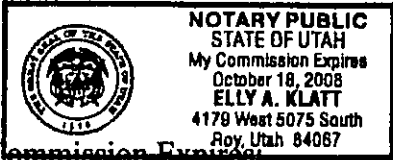
Shirley B. Wilcox, Trustee  
Shirley B. Wilcox, Trustee of the Shirley B. Wilcox Revocable Trust, dated April 25, 1994

Oakwood Investment, L.C., a Utah limited liability company

by: Itha W. Rampton, manager,  
Itha W. Rampton, managing member of Oakwood Investment, L.C. Oakwood Investment, L.C.

STATE OF UTAH )  
:ss.  
COUNTY OF DAVIS)

On the 30, March day of October, 2003, personally appeared before me Glenn Douglas Wilcox and Con Layne Wilcox, who being by me duly sworn did say that each is a member of Wilcox Farms, L.C. and that the foregoing instrument was signed in behalf of said limited liability company by authority, said Glenn Douglas Wilcox and Con Layne Wilcox duly acknowledged before me that said limited liability company executed the same.



My Commission Expires:  
Oct 18, 2008

Elly A. Klatt

Notary Public  
Residing in the State of Utah

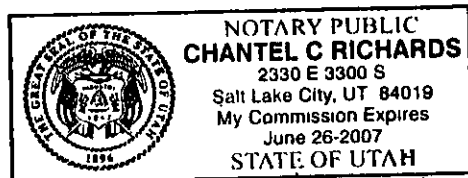
STATE OF UTAH )  
:ss.  
COUNTY OF SALT LAKE )

On the 25<sup>th</sup> day of March, 2006, personally appeared before me Shirley B. Wilcox, Trustee of the Shirley B. Wilcox Revocable Trust, dated April 25, 1994, 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 Shirley B. Wilcox, Trustee of the Shirley B. Wilcox Revocable Trust, dated April 25, 1994, duly acknowledged before me that said limited liability company executed the same.

Chantel Richards

Notary Public  
Residing in the State of Utah

My Commission Expires:  
June 26, 2007



for: Shirley B. Wilcox only

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

*are*

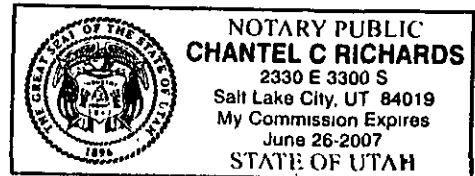
On the 23<sup>rd</sup> day of ~~October, 2003~~ March, 2006, personally appeared before me Itha W. Rampton, managing member of Oakwood Investment, L.C., who being by me duly sworn did that she is managing member of Oakwood Investment, L.C. and that Oakwood Investment, L.C., is a member of Wilcox Farms, L.C. and that the foregoing instrument was signed in behalf of said limited liability companies by authority, and said Itha W. Rampton duly acknowledged before me that said limited liability companies executed the same.

*Chantel Richards*

Notary Public  
Residing in the State of Utah

My Commission Expires:

*June 26, 2007*



STATE OF UTAH )  
SS.  
COUNTY OF DAVIS)

*\* FOR: Itha W. Rampton only \**

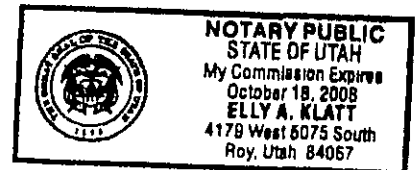
On the 20<sup>th</sup> day of ~~October, 2003~~ March, personally appeared before me Glenn Douglas Wilcox and Con Layne Wilcox who duly acknowledged before me that they executed the foregoing instrument.

*Glenn Klatt*

Notary Public  
Residing in Utah

My Commission Expires:

*OCT. 18, 2008*



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

*are*

On the 23<sup>rd</sup> day of ~~October, 2003~~ March, 2006, personally appeared before me Shirley B. Wilcox, Trustee of the Shirley B. Wilcox Revocable Trust, dated April 25, 1994, who duly acknowledged before me that she executed the foregoing instrument.

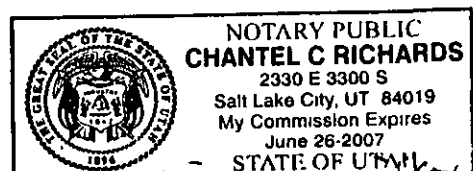
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*Chantel Richards*

Notary Public  
Residing in the State of Utah

My Commission Expires:

*June 26, 2007*



*\* FOR: Shirley B. Wilcox only \**

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

*are*  
*March, 2006*

On the 23<sup>rd</sup> day of ~~October~~, *2006*, personally appeared before me Itha W. Rampton, managing member of Oakwood Investment, L.C., who being by me duly sworn did say that she is managing member of Oakwood Investment, L.C. and that the foregoing instrument was signed in behalf of said limited liability company by authority, and said Itha W. Rampton duly acknowledged before me that said limited liability executed the same.

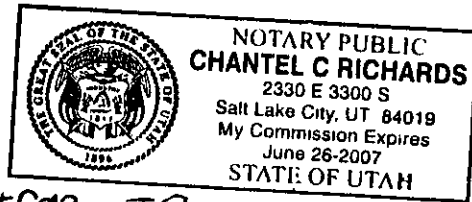
*Chantel Richards*

Notary Public  
Residing in the State of Utah

My Commission Expires:

*June 26, 2007*

*(pg 7877)*



*\*FOR: Itha W. Rampton only)*