

WHEN RECORDED, RETURN TO:

G. Rand Beacham
Jones, Waldo, Holbrook & McDonough
249 E. Tabernacle, Suite 200
St. George, Utah 84770

**DECLARATION OF RESTRICTIONS
AND
GRANT OF EASEMENTS
FOR
ZION FACTORY STORES PHASE III**

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DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS (this "Declaration") is made as of the 9 day of AUGUST, 1994, by YEHUDA NETANEL, INC., a California corporation ("Declarant").

RECITALS

WHEREAS, Declarant is, or will be at the time of the recording of this Declaration, the owner of that certain real property located at the northwest corner of Red Cliffs Drive and St. George Boulevard, City of St. George, County of Washington, State of Utah, as shown on the Site Plan attached hereto as Exhibit "A" and incorporated herein by reference (the "Site Plan"), which real property is hereinafter referred to as "Phase III" and the legal description of which is contained on Exhibit "B" attached hereto and by reference incorporated herein; and

WHEREAS, Phase III shall initially consist of five parcels which are shown on the Site Plan as "Parcel 1", "Parcel 2", "Parcel 3", "Parcel 4" and "Parcel 5", the legal descriptions of which are contained on Exhibit "C" attached hereto and by reference incorporated herein; and

WHEREAS, Declarant desires that the Parcels of Phase III be developed in conjunction with each other for the mutual benefit of the owners of the Parcels, and accordingly does hereby establish a general plan for the improvement, protection, development, maintenance and use of Phase III as part of a commercial shopping center, and for such purposes Declarant does hereby establish easements, covenants, restrictions, liens and charges (collectively

the "Restrictions") as are hereinafter set forth, subject to which Phase III and the Parcels therein shall be improved, held, exchanged, leased, sold and/or conveyed. Each of the Restrictions is imposed upon each part and portion of Phase III as a mutual equitable servitude in favor of each other part and portion thereof. Each of the Restrictions shall create reciprocal rights and obligations among the owners; they shall further create a privity of contract and an estate between the owners and their heirs, successors and assigns; and they shall be and operate as covenants running with the land for the benefit of Phase III and each and every part and portion thereof.

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby makes the following Declaration of the covenants, conditions and restrictions which shall apply to Phase III:

1. PRELIMINARY

1.1 Incorporation. The above Recitals are incorporated herein and made a part hereof.

1.2 Definitions:

(a) "Common Area". All real property within Phase III upon which buildings are not from time to time located or in the process of construction.

(b) "Phase III". All the real property shown on the Site Plan and described on Exhibit "B"

(c) "Owner". Each of the fee simple Owners of the Parcels and their respective assigns, grantees and successors in interest.

(d) "Declarant". Yehuda Netanel, Inc. and its assigns, grantees and successors in interest.

2. BUILDINGS

2.1 Design and Construction. All buildings constructed on Parcels 1, 2, 3 and 4 shall be designed so that the exterior elevation of each building will be architecturally and aesthetically compatible with those buildings constructed by Declarant on Parcel 5, including the height, color, materials, design and architectural theme (including signs located thereon), but in no event shall any building on Parcels 1, 2, 3 or 4 exceed one (1) story nor a height of thirty-five (35) feet. Prior to the commencement of construction of any building on a Parcel, the plans of such building shall be submitted to Declarant for its approval, which approval shall not be unreasonably withheld. All building construction must be diligently prosecuted to completion. If an Owner or its tenant commences construction of a building on a Parcel, but such construction ceases prior to the completion of the building for a period in excess of one hundred twenty (120) days, and Declarant in its reasonable discretion determines that such unfinished building creates an unsafe or unsightly condition detrimental to Phase III, Declarant may demolish part or all of such building or construct part or all of such building or a barricade around such building. Upon any such work by Declarant, the Owner upon whose Parcel the building is located shall reimburse Declarant upon demand for monies so expended.

2.2 Maintenance. Each Owner shall, at its own expense, cause its own building or buildings, and the sidewalks immediately

adjacent thereto, to be maintained at all times in good and clean condition and repair.

2.3 Maximum Building Area. The total square footage of floor area of all buildings and other structures within Phase III shall be limited as provided in this paragraph. For purposes hereof, "floor area" shall be defined as the area within the exterior surfaces of the exterior walls of any building or structure, excluding any trash enclosure or loading dock. The maximum floor area allowed in each Parcel, as set forth below, shall be its "Maximum Building Area." The Maximum Building Areas for the Parcels shall be as follows:

Parcel 1	8,600 square feet
Parcel 2	2,600 square feet
Parcel 3	5,000 square feet
Parcel 4	6,000 square feet

The Maximum Building Area on Parcel 5 shall be limited only by the parking requirements set forth in paragraph 3.2 below. The Maximum Building Area for any Parcel is only a limitation on building size and imposes no obligation on any Owner to place, erect or construct a building thereon having the maximum floor area.

3. COMMON AREA

3.1 Common Area Use. The Common Area shall be used for vehicular access, circulation and parking, pedestrian traffic and the comfort and convenience of customers, invitees, agents and employees of the Owners and business occupants of the buildings constructed in Phase III and for the servicing and supplying of such businesses. In addition, the Common Area may be used (i) on a temporary basis, in connection with the construction and repair of any buildings or Common Area in Phase III so long as such use

does not occupy more area than is reasonably required nor unreasonably restrict access to and from or the conduct of business within the buildings in Phase III or access to and from the adjacent streets; (ii) in connection with the construction and maintenance of utility lines so long as such activity is undertaken in strict compliance with the requirements of Article 4.2 hereof; and (iii) for any other use required by any governmental authority having jurisdiction thereof. Declarant reserves the right, at any time, to reduce, increase or otherwise change the size, number, location, layout or nature of the Common Areas on Parcel 5, or to construct any building, structure or improvement in or upon the Common Areas on Parcel 5, or to make any use of the Common Areas on Parcel 5, at the sole discretion of Declarant; provided, no such action by Declarant shall eliminate reasonable access to and from any Parcel or materially interfere with any appropriate business activity on any Parcel.

3.2 Parking. The number of parking spaces maintained on the Common Area and the configuration thereof shall be as shown on the Site Plan. The number and configuration of parking spaces on the Common Area may be changed by Declarant from time to time; provided, no such change shall cause the parking in Phase III to fail to comply with the requirements of governmental authorities having jurisdiction thereof. All parking shall be subject to such reasonable rules and regulations and amendments thereto as Declarant may from time to time impose. Parking spaces for tour buses shall be provided as conditions and experience reasonably warrant.

3.3 Employee Parking. Specific areas within the Common Area of Phase III to be used for motor vehicle parking purposes by employees of Owners or their tenants may be designated from time to time by Declarant. In the event employee parking areas are designated as provided herein, employees of any Owner, tenant or other occupant of any building in Phase III shall use only those portions of the Common Area designated for such employee motor vehicle parking purposes.

3.4 General. The Owner of each Parcel shall use and cause to be used the Common Area exclusively for the uses specified herein and in such manner as will not unreasonably interfere with the primary purpose of the Common Area, which is to provide for parking and access for the Owners, customers, invitees, employees and agents of the businesses located within Phase III and for the servicing and supplying of such businesses.

3.5 Common Expenses. Declarant shall be responsible to cause the Common Areas, including parking and access areas and public rest rooms, to be maintained, repaired, insured, lighted and replaced as is consistent with a first-class shopping center development, and the costs and expenses for so doing (to the extent that they are not separately metered or billed directly to the Owner of a Parcel) shall be deemed to be "Common Expenses". Each Owner of a Parcel shall pay to Declarant a pro rata share of such Common Expenses, determined as provided in paragraph 3.6. The pro rata share of the Owner of a Parcel shall be due and payable to Declarant upon demand. Notwithstanding the foregoing, each Owner

of a Parcel shall be entitled to place and maintain the landscaping adjacent to its building at its own expense, so long as such landscaping is maintained to a standard which is not materially lower than that of Phase III generally; in such event, such Owner shall be entitled to a credit against its pro rata share of Common Expenses, and such credit shall be determined on the basis of the ratio of the square footage of such landscaping to the square footage of the entire Common Area. Declarant shall provide each Owner of a Parcel with written notice of the amount of each Owner's monthly assessment and the basis therefor; provided, such assessments may be changed from time to time as experience and actual Common Expenses reasonably warrant.

3.6 Pro Rata Shares. The pro rata share of Common Expenses of each Owner shall be determined on the basis of the ratio of (a) the square footage of the floor area of the building on such Owner's Parcel to (b) the square footage of the floor areas of all buildings on Parcels 1, 2, 3 and 4 plus the gross leasable area of the buildings on Parcel 5. Until a certificate of occupancy is issued for the building or buildings to be constructed on a Parcel, such Parcel shall be deemed to contain a building having the Maximum Building Area for such Parcel as set forth in paragraph 2.3; provided, until a certificate of occupancy is issued for the buildings to be constructed on Parcel 5, such Parcel shall be deemed to contain a building having the total square footage attributed to all buildings on Parcels 1, 2, 3 and 4. Upon issuance of a certificate of occupancy for a building on a Parcel,

the Parcel Owner's pro rata share of Common Expenses shall be calculated on the basis of the actual square footage of the building, as determined by an as-built survey or otherwise actually measured. Upon the damage or destruction of a building or any portion thereof as contemplated in Article 8, or upon the taking by power of eminent domain of a building or any portion thereof as contemplated in Article 9, the square footage of the building so affected shall be deemed to remain the same as immediately prior to such damage, destruction or taking until such building or the remaining portion thereof has been repaired or restored sufficiently to permit occupancy, after which time the actual square footage of the repaired or restored building shall be used.

4. EASEMENTS

4.1 Ingress, Egress and Parking. Each Owner, as grantor with respect to the Common Area on its Parcel, hereby grants to each other Owner, as grantee for the benefit of each other Owner and their respective tenants, employees, agents, customers and invitees, and for the benefit of such grantee Owner's Parcel and as a burden on such grantor Owner's Parcel, a non-exclusive easement appurtenant to each grantee Owner's Parcel, for the purpose of ingress and egress by vehicular and pedestrian traffic and for vehicular parking upon, over, across and through the parking and access areas of the Common Area of Phase III, as such may from time to time be configured and constructed.

4.2 Utility Lines. Each Owner, as grantor with respect to the Common Area on its Parcel, hereby grants to each other Owner

as grantee, for the benefit of each other Owner and its Parcel, non-exclusive easements appurtenant to the Parcel owned by such grantee Owner, under, through and across the Common Area of the Parcel owned by the grantor Owner, for the installation, maintenance, repair and replacement of water mains, water drainage systems, sewers, telephone or electrical conduits or systems, and gas mains which are necessary for the orderly development and operation of the Common Area and each building in Phase III; provided, the rights granted pursuant to such easements shall at all times be exercised in such manner as to cause the least interference with the normal operation of Phase III; and provided further, except in an emergency, the right of any Owner to enter upon the Common Area for the exercise of any right pursuant to such easements shall be conditioned upon obtaining the prior written consent of the Owner of the Parcel on which such Common Area is located, which consent shall not unreasonably be withheld. All such mains, sewers, conduits, lines and systems shall be installed and maintained below the surface or ground level of such easements. In the event an Owner deems it necessary to cause the installation of any such mains, sewers, conduits, lines or systems across the Common Area subsequent to the initial paving and improving thereof, in no event will such installation be permitted if it would unreasonably interfere with the normal operation of any business of Phase III, and the Owner making or causing such installation shall, at its expense, promptly and completely restore all Common Area improvements and surfaces which are disrupted as a result of such

installation. In the event it should be necessary to grant any of the foregoing easements and rights to local utility companies as a condition of their providing or continuing service, such rights shall be granted so long as Declarant deems the terms and conditions of such a grant to be acceptable.

5. RESTRICTIONS

5.1 Business Uses. Each of Parcels 1, 2, 3 and 4 and the buildings thereon shall be restricted to the use of a restaurant which is primarily devoted to the sale of food for on-premises consumption; no other use shall be permitted or conducted without the express written consent of Declarant, which consent may be withheld for any reason or for no reason. Businesses on Parcels 1, 2, 3 and 4 shall be open for business during all hours and on all days in which the businesses in the buildings on Parcel 5 are required to be open for business; provided, Declarant, in its sole discretion, may approve other hours of operation for specific businesses by its express written consent.

5.2 Common Area Uses. No persons other than customers, invitees, employees, agents and contractors of the Owners shall be permitted to park in the Common Area. In the event Declarant determines that the Common Area is being used for purposes inconsistent with this Declaration, Declarant shall have the right to construct a barricade around all or any portion of the perimeter of Phase III to prevent such use; provided, such barricade shall not impede circulation within Phase III nor prohibit access to abutting streets at such times as Phase III is open for business.

6. SIGNS

Each Owner shall have the right to maintain such signs on the interior of its buildings as it desires, whether or not such signs are visible from the exterior. As permitted by applicable governmental regulations, each Owner shall have the right to erect, maintain and replace signs on the exterior of its buildings; provided, such signs shall be constructed so as to lie flat against such exterior facia facing outward and shall not protrude more than two (2) feet from the surface thereof; and provided further, in no event shall signs be located on the roofs (excluding canopies so long as no sign is erected on a canopy which sign will extend above the height of the building roof) of any buildings in Phase III without the prior written consent of Declarant. Each Owner other than Declarant shall also be entitled to place and maintain one pylon sign either on its own Parcel or within the Common Area of Parcel 5, provided that the specific location for each pylon sign shall be selected by Declarant in its sole discretion and the size and configuration of each pylon sign shall be subject to the prior approval of Declarant and all governmental authorities having jurisdiction thereof. Declarant shall have the right to place and maintain such pylon signs and other signs within any portion of the Common Area of Phase III as it deems necessary or desirable. Each Owner, as grantor with respect to its Parcel, hereby grants to each other Owner, as grantee, easements under, through and across the Common Area of such grantor Owner's Parcel for the purpose of installing and maintaining such pylon signs and other signs.

7. INDEMNIFICATION AND INSURANCE

7.1 Indemnification of Owners. Each Owner shall be

required to indemnify, hold harmless and defend all other Owners from all claims, actions, liabilities, damages, expenses and judgments, including, but not limited to, attorneys' fees, reasonable investigative and discovery costs, court costs and all other sums, on account of any injury to persons, loss of life or damage to property which occurs in connection with or as a result of any business or activity conducted on or from the Parcel owned by such indemnifying Owner (including within any building located thereon) which are not caused, in whole or in part, by the active or passive negligence of the Owner claiming such indemnification.

7.2 Insurance Coverage and Limits. Each Owner agrees to maintain or cause to be maintained insurance against claims for bodily injury, death or property damage occurring on, in or about its Parcel (including within the buildings thereon) and the streets and sidewalks adjacent thereto with a "Combined Single Limit" (covering bodily injury liability, death and property damage) in any one occurrence of not less than One Million Dollars (\$1,000,000). Such insurance may be in the form of blanket liability coverage applicable to the Owner's Parcel and other property owned or occupied by the Owner or the party carrying such insurance so long as such blanket policy does not reduce the limits or diminish the coverage required herein.

7.3 Performance of Indemnity Agreements. All policies of insurance required under this Article shall insure the performance of the Owner insured thereunder of the indemnity agreements contained herein and shall contain a provision that the insurance company will give all Owners twenty (20) days advance written notice of any cancellation or lapse, or the effective date

of any reduction in the amounts or scope of coverage. Upon request, each Owner shall deliver to the requesting Owner (i) a statement from the applicable insurer that such insurance insures the performance by the Owner insured of the indemnity agreements to limits not less than those specified in this Article, and (ii) a certificate of insurance, reasonably satisfactory in form and substance, evidencing all insurance required to be maintained hereunder. Each Owner shall promptly notify the other Owners of any asserted claim with respect to which such Owners are or may be indemnified against hereunder and shall deliver to such Owners copies of process and pleadings.

8. DAMAGE OR DESTRUCTION

In the event any building in Phase III is damaged or destroyed by fire or other casualty or any other cause whatsoever, the Owner of the Parcel upon which such building is located may, in its discretion, tear down or rebuild the damaged building. If an Owner determines to tear down a damaged building, however, that Owner shall either promptly rebuild a new building (which complies with the provisions of this Declaration) on the same location or leave and maintain the land on which the building was located in a smooth, level condition, free and clear of all refuse and weeds and sealed against dust by paving, lawn or other ground cover acceptable to Declarant. In the event the Common Area shall be damaged or destroyed by fire or other casualty or any other cause whatsoever, the Owner of the Common Area so damaged or destroyed shall forthwith proceed with due diligence to restore such Common Area to a condition to permit vehicular parking and free and safe

vehicular and pedestrian access and circulation in Phase III and to and from all streets adjacent thereto.

9. EMINENT DOMAIN

9.1 Owner's Right to Award. Nothing herein shall be construed to give any Owner any interest in any award or payment made to any other Owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting any other Owner's parcel or giving the public or any government any rights in such property. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Area, the award attributable to the land and improvements of such portion of the Common Area shall be payable only to the Owner in fee thereof and no claim thereon shall be made by the Owners of any other portion of the Common Area.

9.2 Collateral Claims. All other Owners or persons having an interest in the Common Area so condemned may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken.

9.3 Tenant's Claim. Nothing in this Article shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and Owner for all or a portion of any such award or payment.

9.4 Restoration of Common Area. The Owner of the fee of each portion of the Common Area so condemned shall promptly repair and restore the remaining portion of the Common Area so owned as near as practicable to the condition of the Common Area immediately prior to such condemnation or transfer to the extent that the

proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other Owner.

9.5 Restoration of Building Area. In the event any building or a portion thereof located in the Shopping Center is condemned, the remaining portion of the building shall be demolished or restored by the Owner thereof and such Owner shall remove all debris resulting therefrom. Such election shall be made within ninety (90) days from the date of taking. In the event the remaining building improvements are removed, thereafter the Owner shall maintain such building area in the manner provided for in Article 8 above.

10. TAXES

Each Owner shall pay or cause to be paid, directly to the tax collector when due, the real property taxes and other special taxes and assessments assessed against the portion of Phase III owned by such Owner.

11. DEFAULT

11.1 Right to Cure. Should any Owner fail to perform any of its obligations hereunder and thereafter fail to perform such obligation within twenty (20) days of its receipt of any other Owner's written demand therefor, the Owner giving such notice shall, in addition to any other remedy provided at law or in this Declaration, have the right (but not the obligation) to perform such obligation on behalf of the defaulting Owner and the defaulting Owner shall reimburse the curing Owner for the cost of performing such work within ten (10) days after receipt of billing therefor and proof of payment thereof. In the event the defaulting

Owner does not reimburse the curing Owner within such ten (10) days, the curing Owner shall (i) have the right to exercise any and all rights which such curing Owner might have at law to collect the same, and (ii) have a lien on the property owned by the defaulting Owner to the extent of the amount paid by the curing Owner but not reimbursed by the defaulting Owner, which amount shall bear interest at a rate equal to the then published Federal Discount Rate plus four percent (4%) per annum, or the highest legal rate of interest, whichever is less, from the date of billing until paid. Such lien may be filed for record by the curing Owner as a claim against the defaulting Owner, in the form required by law, in the office of the Washington County Recorder, which lien shall contain at least the following information:

- (a) The name of the lien claimant;
- (b) The name of the defaulting Owner;
- (c) A description of the work performed on behalf of such Owner and a statement itemizing the cost thereof; and
- (d) A description of the property being liened.

The lien so claimed shall attach from the date of recordation in the amount claimed by the Owner curing the default and it may be enforced and foreclosed in any manner allowed by law.

11.2 Injunctive Relief. In the event of any violation or threatened violation of any provision of this Declaration, any Owner shall have the right, in addition to any other remedies herein or by law provided, to enjoin such violation or threatened violation. Notwithstanding the foregoing, tenants in Phase III

shall not have the right of injunction but shall rather be limited to their rights granted by law and by their respective leases.

11.3 Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any such breach.

11.4 No Limitation of Remedies. The various rights and remedies herein contained and reserved to the Owners, except as otherwise provided in this Declaration, shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law in equity or by statute. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be construed as a waiver of any default or nonperformance or as acquiescence therein.

12. NOTICES

Any notice or demand given or served by one Owner to another shall not be deemed to have been duly given or served unless in writing and personally delivered or forwarded by postage prepaid certified or registered mail, return receipt requested, or by another commercially recognized means of delivery, to such Owner's place of business in Phase III. Notices and demands shall be deemed effective upon receipt.

13. ATTORNEYS' FEES

In the event legal proceedings are brought or commenced to

enforce any of the terms of this Declaration against any Owner or other person with an interest in Phase III, the successful Owner in such action shall be entitled to receive and shall receive from the unsuccessful Owner or person a reasonable sum as attorneys' fees and costs, to be fixed by the court in the same action. The term "legal proceeding" shall include appeals from a lower court judgment, as well as proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters.

14. DURATION

Except as otherwise provided herein, this Declaration shall remain in full force and effect for a term of sixty-five (65) years from the date hereof.

15. GENERAL PROVISIONS

15.1 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of Phase III to the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

15.2 Severability. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

15.3 Pronouns. When required by context, the singular shall include the plural, and the neuter gender shall include a

person, corporation, firm, association or other business arrangement.

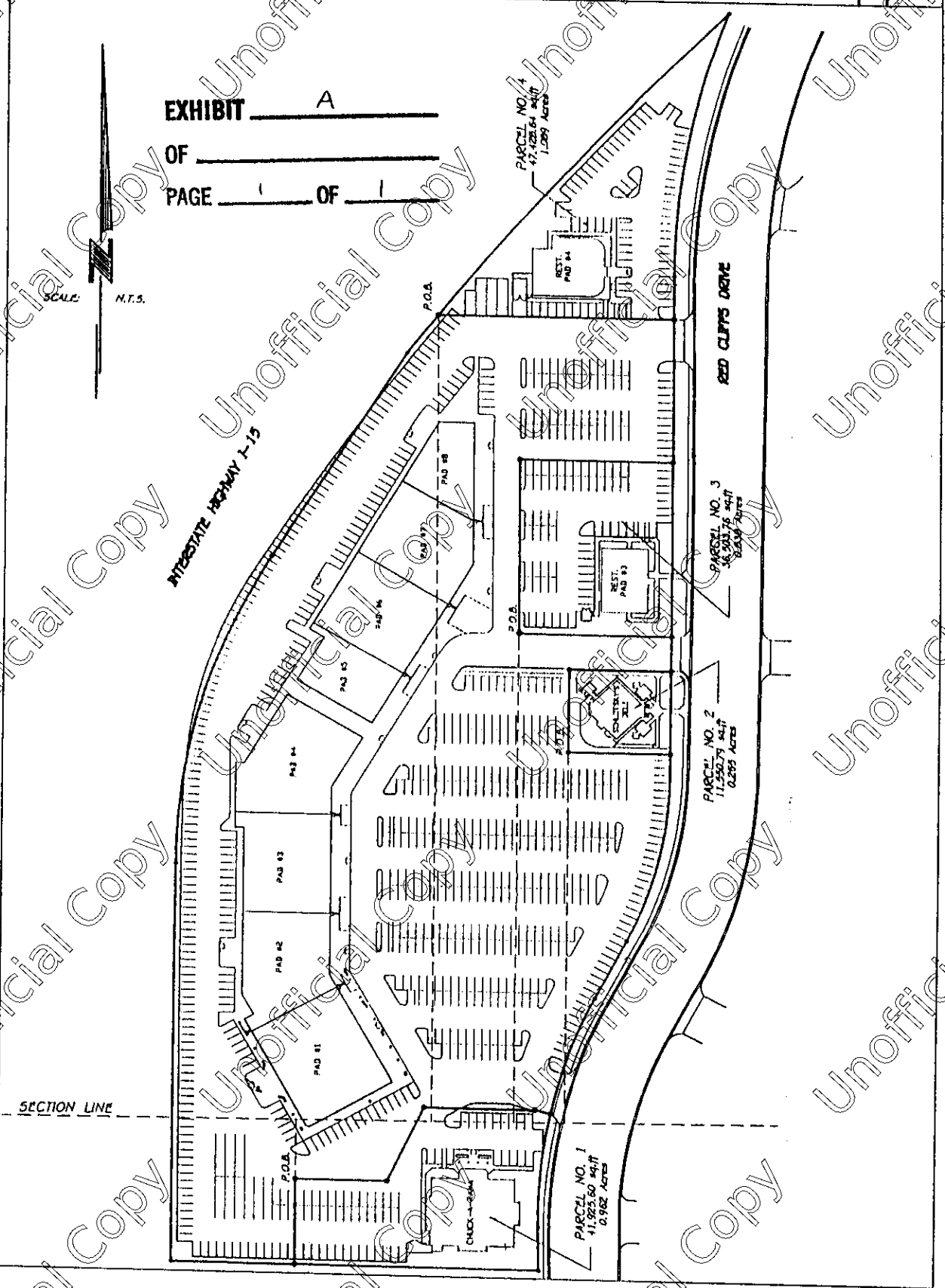
15.4 Captions. The captions in this Declaration are for convenience only and do not constitute a part of the provisions hereof.

15.5 Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted to create, a joint venture, a partnership or any other similar relationship between the Owners.

15.6 Governing Law. This Declaration shall be construed and enforced in accordance with, and governed by, the law of the State of Utah.

15.7 No Presumption. This Declaration shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Owner.

15.8 Inurement. This Declaration and the easements, covenants, benefits and obligations created hereby shall inure to the benefit and be binding upon each Owner and its successors and assigns; provided, if any Owner conveys any portion or all of its interest in the Parcel owned by it, such Owner shall thereupon be released and discharged from any and all further obligations under this Declaration as it had in connection with the property conveyed by it only if the buyer assumes in writing all of such obligations; and provided further, no such sale shall release such Owner from



ROSENBERG ASSOCIATES

CIVIL ENGINEERS, DESIGNERS & LAND SURVEYORS

1035 So. Valley View Dr., Suite 201 • P.O. Box 2184 • St. George, Utah 84771
(801) 673-8586

August 3, 1994

Explanation: Legal description of the Zion Factory Stores Phase 3 Property, St. George, Utah. Prepared for David Sapir, California Factory Stores.

Legal Description:

A parcel of land being a part of Blocks 34, 35, 38, 39, and 42, Plat "E" of St. George City Survey situate in the South 1/2 of the Southeast 1/4 of Section 20 and in the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 42 South, Range 15 West, Salt Lake Base and Meridian being, more particularly described as follows: Beginning at a point on the South Line of Section 20, Township 42 South, Range 15 West of the Salt Lake Base and Meridian said point being North 89°24'28" East (N 89°46'08" E by Record) 1294.56 feet from the South 1/4 Corner of said Section 20, Township 42 South, Range 15 West of the Salt Lake Base and Meridian, said point is also the point of beginning of a non-access line for a highway known as Interstate 15 and is also a point on a 575.00 foot radius curve, the radius point of which bears South 79°46'22" East, thence Southwesterly 124.42 feet along the arc of said curve concave to the Southeast through a central angle 12°23'54"; thence South 01°10'16" East, 51.63 feet; thence North 89°52'00" West, 418.28 feet; thence North 00°08'00" East, 472.01 feet to the point of curvature of a 718.511 foot radius curve; thence Northeasterly 393.67 feet along the arc of said curve concave to the Southeast through a central angle of 31°23'33"; thence North 31°31'33" East, 291.51 feet to the point of curvature of a 3599.719 foot radius non-tangent curve whose radius point bears South 53°16'08" East; thence Northeasterly 553.44 feet along the arc of said curve concave to the Southeast through a central angle of 08°48'32" to a point of cusp with a curve whose radius is 868.38 feet and whose radius point bears South 68°26'29" East, said point being on the Westerly Right of Way Line of a Frontage road known as Red Cliff Drive; thence along said Westerly Right of Way Line in the Following Five(5) courses: Southwesterly 325.77 feet along the arc of said curve concave to the Southeast through a central angle of 21°29'39"; thence South 00°03'52" West, 601.14 feet to the point of curvature of a 446.30 foot radius curve; thence Southwesterly 208.54 feet along the arc of said curve concave to the Northwest through a central angle of 26°46'21"; thence South 26°50'13" West 77.01 feet to the point of curvature of a 575.00 foot radius curve; thence Southwesterly 156.65 feet along the arc of said curve concave to the Southeast through central angle of 15°36'35" to the point of tangency, the radius point of

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ROSENBERG ASSOCIATES

which bears South 78°46'22", and the point of beginning.
Contains 13.038 Acres.

The above described parcel is granted without access to or from the adjoining freeway as follows: Southerly from the point of beginning along the above described parcel; thence Westerly; thence North and Northeasterly to the point of cusp on the Westerly Right of Way line of Red Cliffs Drive. The only access being on the remaining property line adjoining Red Cliff Drive.

Joseph W. Abplanalp
8/3/94

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ROSENBERG ASSOCIATES

CIVIL ENGINEERS, DESIGNERS & LAND SURVEYORS

1035 So. Valley View Dr., Suite 201 • P.O. Box 2184 • St. George, Utah 84771
(801) 673-8586

July 28, 1994

Explanation: Legal description of proposed Parcel No. 1 of Zion Factory Stores Phase 3 Property, St. George, Utah, includes restaurant building pad No. 1, and adjacent parking. Prepared for David Sapir, California Factory Stores.

Legal Description:
Beginning at a Point North 89°24'28" East 1007.52 feet and South 00°00'00" West, 70.12 feet from the South 1/4 corner of Section 20, Township 42 South, Range 15 West of the Salt Lake Base and Meridian, Thence South 90°00'00" East, 104.16 feet; Thence North 25°19'26" East, 96.66 feet; Thence South 90°00'00" East, 125.97 feet; Thence South 77°42'42" East, 18.14 feet to a point on a 575.00 foot radius curve, the radius point of which bears South 77°42'43" East, said point also being on the Westerly Right-of-Way line of a Frontage road known as Red Cliff Drive, thence Southwesterly 135.07 feet along the arc of said curve concave to the East through a central angle of 13°27'33". Thence South 01°10'16" East, 51.63 feet; Thence departing said Red Cliff Drive North 89°52'00" West, 277.20 feet; Thence North 00°00'00" East, 101.59 feet to the point of beginning. Parcel No.1 contains 41,925.60 sq.ft., 0.962 Acres.

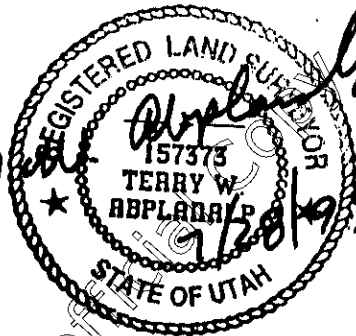


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ROSENBERG ASSOCIATES

CIVIL ENGINEERS, DESIGNERS & LAND SURVEYORS

1035 So. Valley View Dr., Suite 201 • P.O. Box 2184 • St. George, Utah 84771
(801) 673-8586

July 28, 1994

Explanation: Legal Description of proposed Parcel No. 2 of the Zion Factory Stores Phase 3 property, St. George, Utah, includes restaurant building pad No. 2 and adjacent parking. Prepared for Mr. David Sapir California Factory Stores.

Legal Description
Beginning at a point North 89°24'28" East, 1312.64 feet and North 00°00'00" East, 442.15 feet from the South 1/4 corner of Section 20, Township 42 South, Range 15 West of the Salt Lake Base and Meridian, Thence North 00°03'52" East, 99.83 feet; Thence South 89°56'08" East, 115.71 feet to the West Right-of-Way line of a Frontage road known as Red Cliff Drive; Thence along said Red Cliff Drive South 00°03'52" West, 99.83 feet; Thence departing said Red Cliff Drive North 89°56'08" West, 115.71 feet to the point of beginning. Parcel No. 2 contains 11,550.79 sq. ft., 0.265 Acres.

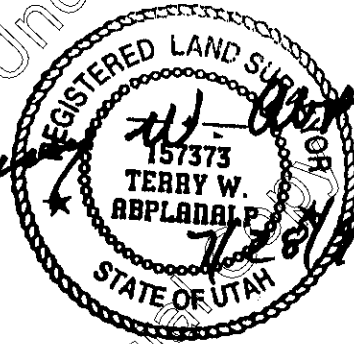


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00475737 Bk0842 Pg0319

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CIVIL ENGINEERS, DESIGNERS & LAND SURVEYORS

1035 So. Valley View Dr., Suite 201 • P.O. Box 2184 • St. George, Utah 84771
(801) 673-8586

July 28, 1994

Explanation: Legal Description of proposed Parcel No. 3 of the Zion Factory Stores Phase 3 property, St. George, Utah, includes restaurant building pad No. 3 and adjacent parking. Prepared for Mr. David Sapir, California Factory Stores.

Legal Description:
Beginning at a point North 89°24'28" East, 1255.06 feet and North 00°00'00" East, 584.89 feet from the South 1/4 corner of Section 20, Township 42 South, Range 15 West of the Salt Lake Base and Meridian, Thence North 00°00'00" East, 210.33 feet; Thence South 90°00'00" East, 173.68 feet to a point on the West Right-of-Way line of a Frontage road known as Red Cliff Drive; Thence along said Red Cliff Drive South 00°03'52" west, 210.33 feet; Thence departing said Red Cliffs Drive North 90°00'00" West, 173.44 feet to the point of beginning. Parcel No. 3 contains 36,503.76 sq.ft., 0.838 Acres.

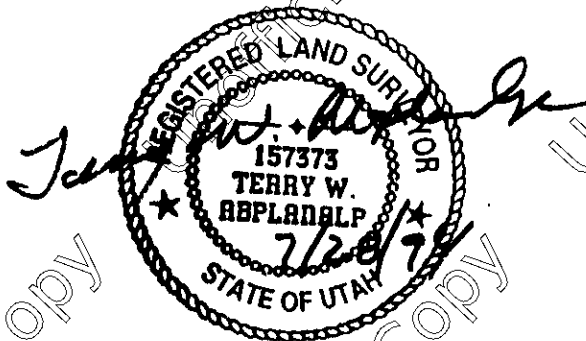


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ROSENBERG ASSOCIATES

CIVIL ENGINEERS, DESIGNERS & LAND SURVEYORS

1035 So. Valley View Dr., Suite 201 • P.O. Box 2184 • St. George, Utah 84771
(801) 673-8586

July 28, 1994

Explanation: Legal Description of proposed Parcel No. 4 of the Zion Factory Stores Phase 3 property, St. George, Utah, includes restaurant building pad No. 4 and adjacent parking. Prepared for Mr. David Sapir, California Factory Stores.

Legal Description:
Beginning at a point North 89°24'28" East, 1161.35 feet and North 00°00'00" East, 968.11 feet from the South 1/4 corner of Section 20, Township 42 South, Range 15 West of the Salt Lake Base and Meridian, said point being on a 3599.719 foot radius non-tangent curve, the radius point of which bears South 52°20'19" East, said point is also on the Easterly Right-of-Way line of Interstate Highway No. 15; Thence Northeasterly 494.99 feet along the arc of said curve concave to the Southeast through a central angle of 7°52'43" to the point of cusp with a curve whose radius is 868.38 feet and whose radius point bears South 68°26'29" East, said point being on the Westerly Right-of-Way line of a Frontage Road known as Red Cliff Drive; Thence along said Westerly Right-of-Way line in the following two (2) courses: Southwesterly 325.77 feet along the arc of said curve concave to the Southeast through a central angle of 21°29'39"; Thence South 00°03'52" West 51.74 feet; Thence departing said Right-of-Way line North 90°00'00" West, 267.57 feet to the point of beginning. Parcel No. 4 contains 47,428.64 sq. ft., 1.089 Acres.

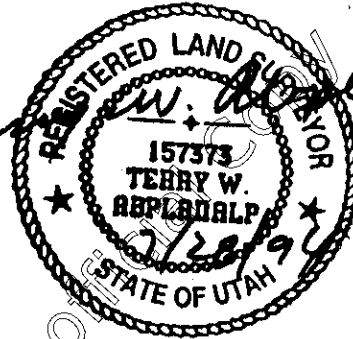


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1035 So. Valley View Dr., Suite 201 • P.O. Box 2184 • St. George, Utah 84771
(801) 673-8586

August 3, 1994

Explanation: Legal description of Parcel No. 5 of the Zion Factory Stores Phase 3 Property, St. George, Utah, includes retail store building pads No. 1 through 8 and adjacent parking. Prepared for David Sapir, California Factory Stores.

Legal Description of Parcel No. 5:

A parcel of land being a part of Blocks 34, 35, 38, 39, and 42, Plat "E" of St. George City Survey situate in the South 1/2 of the Southeast 1/4 of Section 20 and in the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 42 South, Range 15 West, Salt Lake Base and Meridian being more particularly described as follows: Beginning at a point on the South Line of Section 20, Township 42 South, Range 15 West of the Salt Lake Base and Meridian said point being North 89°24'28" East (N 89°46'08" E by Record), 1294.56 feet from the South 1/4 Corner of said Section 20, Township 42 South, Range 15 West of the Salt Lake Base and Meridian, said point is also the point of beginning of a non-access line for a highway known as Interstate 15 and is also a point on a 575.00 foot radius curve, the radius point of which bears South 78°46'22" East, thence Southwesterly 124.42 feet along the arc of said curve concave to the Southeast through a central angle 12°23'54"; thence South 01°10'16" East, 51.63 feet; thence North 89°52'00" West, 418.28 feet; thence North 00°08'00" East, 472.01 feet to the point of curvature of a 718.511 foot radius curve; thence Northeasterly 393.67 feet along the arc of said curve concave to the Southeast through a central angle of 31°23'33"; thence North 31°31'33" East, 291.51 feet to the point of curvature of a 3599.719 foot radius non-tangent curve whose radius point bears South 53°16'08" East; thence Northeasterly 553.44 feet along the arc of said curve concave to the Southeast through a central angle of 08°48'32" to a point of cusp with a curve whose radius is 868.38 feet and whose radius point bears South 68°26'29" East, said point being on the Westerly Right of Way Line of a Frontage road known as Red Cliff Drive; thence along said Westerly Right of Way Line in the Following Five(5) courses: Southwesterly 325.77 feet along the arc of said curve concave to the Southeast through a central angle of 21°29'39"; thence South 00°03'52" West, 601.14 feet to the point of curvature of a 446.30 foot radius curve; thence Southwesterly 208.54 feet along the arc of said curve concave to the Northwest through a central angle of 26°46'21"; thence South 26°50'13" West 77.01 feet to the point of curvature of

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a 575.00 foot radius curve; thence Southwesterly 156.65 feet along the arc of said curve concave to the Southeast through central angle of 15°36'35" to the point of tangency, the radius point of which bears South 78°46'22", and the point of beginning, less and excepting the following four (4) described parcels of land:

Legal Description of Parcel No. 1:

Beginning at a Point North 89°24'28" East 1007.52 feet and South 00°00'00" West, 70.12 feet from the South 1/4 corner of Section 20, Township 42 South, Range 15 West of the Salt Lake Base and Meridian, Thence South 90°00'00" East, 104.16 feet; Thence North 25°19'26" East, 96.66 feet; Thence South 90°00'00" East, 125.97 feet; Thence South 77°42'42" East, 18.14 feet to a point on a 575.00 foot radius curve, the radius point of which bears South 77°42'43" East, said point also being on the Westerly Right-of-Way line of a Frontage road known as Red Cliff Drive, thence Southwesterly 135.07 feet along the arc of said curve concave to the East through a central angle of 13°27'33"; Thence South 01°10'16" East, 51.63 feet; Thence departing said Red Cliff Drive North 89°52'00" West, 277.20 feet; Thence North 00°00'00" East, 101.59 feet to the point of beginning. Parcel No.1 contains 41,925.60 sq.ft., 0.962 Acres.

Legal Description of Parcel No. 2:

Beginning at a point North 89°24'28" East, 1312.64 feet and North 00°00'00" East, 442.15 feet from the South 1/4 corner of Section 20, Township 42 South, Range 15 West of the Salt Lake Base and Meridian, Thence North 00°03'52" East, 99.83 feet; Thence South 89°56'08" East, 115.71 feet to the West Right-of-Way line of a Frontage road known as Red Cliff Drive; Thence along said Red Cliff Drive South 00°03'52" West, 99.83 feet; Thence departing said Red Cliff Drive North 89°56'08" West, 115.71 feet to the point of beginning. Parcel No. 2 contains 11,550.79 sq.ft., 0.265 Acres.

Legal Description of Parcel No. 3:

Beginning at a point North 89°24'28" East, 1255.06 feet and North 00°00'00" East, 584.89 feet from the South 1/4 corner of Section 20, Township 42 South, Range 15 West of the Salt Lake Base and Meridian, Thence North 00°00'00" East, 210.33 feet; Thence South 90°00'00" East, 173.68 feet to a point on the West Right-of-Way line of a Frontage road known as Red Cliff Drive; Thence along said Red Cliff Drive South 00°03'52" West, 210.33 feet; Thence departing said Red Cliffs Drive North 90°00'00" West, 173.44 feet to the point of beginning. Parcel No. 3 contains 36,503.76 sq.ft., 0.838 Acres.

Legal Description of Parcel No. 4:

Beginning at a point North 89°24'28" East, 1161.35 feet and North 00°00'00" East, 968.11 feet from the South 1/4 corner of Section 20, Township 42 South, Range 15 West of the Salt Lake Base and

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Meridian, said point being on a 3599.719 foot radius non-tangent curve, the radius point of which bears South 52°20'19" East, said point is also on the Easterly Right-of-Way line of Interstate Highway No. 15; Thence Northeasterly 494.99 feet along the arc of said curve concave to the Southeast through a central angle of 7°52'43" to the point of cusp with a curve whose radius is 868.38 feet and whose radius point bears South 68°26'29" East, said point being on the Westerly Right-of-Way line of a Frontage Road known as Red Cliff Drive; Thence along said Westerly Right-of-Way line in the following two (2) courses: Southwesterly 325.77 feet along the arc of said curve concave to the Southeast through a central angle of 21°29'39"; Thence South 00°03'52" West 51.74 feet; Thence departing said Right-of-Way line North 90°00'00" West, 267.57 feet to the point of beginning. Parcel No. 4 contains 47,428.64 sq.ft., 1.089 Acres.

The Parcel No. 5 contains 430,532.66 sq.ft., 9.884 Acres.

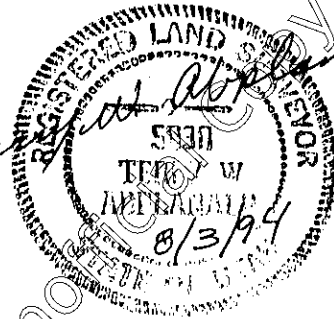


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