

5900276

8/16/94 3:17 PM
08/16/94 3:17 PM
5900276
NO FEE
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: R ZITO DEPUTY - WI

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Redevelopment Agency of Salt Lake City
Room 418, City and County Building
451 South State Street
Salt Lake City, Utah 84111

5900276

(Above space for recorder's use only)

D-153707

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
BY AND BETWEEN REDEVELOPMENT AGENCY OF SALT LAKE CITY
AND RENAISSANCE ASSOCIATES, LTD.

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| RECITALS | 1 |
| ARTICLE 1 - DEFINITIONS | 3 |
| 1.1 "Access Drive" | 3 |
| 1.2 "Agency" | 3 |
| 1.3 "Allocable Share" | 3 |
| 1.4 "Amended Development Agreement" | 4 |
| 1.5 "Architectural Review Committee" | 4 |
| 1.6 "Assessment(s)" | 4 |
| 1.7 "Assessment Denominator" | 4 |
| 1.8 "Association" | 4 |
| 1.9 "Association Rules" | 4 |
| 1.10 "Benefitted Parcel" | 5 |
| 1.12 "Budget" | 5 |
| 1.13 "Building" | 5 |
| 1.14 "Burdened Parcel" | 5 |
| 1.15 "Bylaws" | 5 |
| 1.16 "Certificate" | 5 |
| 1.17 "Certificate of Completion" | 5 |
| 1.18 "City" | 5 |
| 1.19 "Common Area" | 6 |
| 1.20 "Common Area Parcel" | 6 |
| 1.21 "Common Area Parcels Completion Date" | 6 |
| 1.22 "Common Utility Lines" | 6 |
| 1.23 "Construction Documents" | 6 |
| 1.24 "Cost of Living Index" | 6 |
| 1.25 "Developed Parcel" | 6 |
| 1.26 "Developer" | 6 |
| 1.27 "Development Guidelines" | 6 |
| 1.28 "Encroachment" | 7 |
| 1.29 "Environmental Damages" | 7 |
| 1.30 "Environmental Laws" | 7 |
| 1.31 "Expenses" | 7 |
| 1.32 "Fiscal Year" | 8 |
| 1.33 "Governing Documents" | 9 |
| 1.34 "Hazardous Material" | 9 |
| 1.35 "Health Club Development" | 9 |
| 1.36 "Hotel Development" | 9 |
| 1.37 "Improvements" | 9 |

| | | |
|---|---|----|
| 1.38 | "Low Income Housing Agreement" | 9 |
| 1.39 | "Majority" | 10 |
| 1.40 | "Member" | 10 |
| 1.41 | "Mortgage" | 10 |
| 1.42 | "Mortgagee" | 10 |
| 1.43 | "Occupant" | 10 |
| 1.44 | "Owner" | 10 |
| 1.45 | "Parcel" | 10 |
| 1.46 | "Parking Areas" | 10 |
| 1.47 | "Pedestrian Walkway" | 11 |
| 1.48 | "Permittee" | 11 |
| 1.49 | "Person" | 11 |
| 1.50 | "Phase One Housing" | 11 |
| 1.51 | "Phase Two Housing" | 11 |
| 1.52 | "Private Use Area" | 11 |
| 1.53 | "Property" | 11 |
| 1.54 | "Project" | 11 |
| 1.55 | "Redevelopment Plan" | 11 |
| 1.56 | "Regulatory Agreement" | 11 |
| 1.57 | "Schematic Development Plan" | 11 |
| 1.58 | "Site Plan" | 12 |
| 1.59 | "Super Majority" | 12 |
| 1.60 | "Undeveloped Parcel" | 12 |
| 1.61 | "Utilities" | 12 |
| ARTICLE 2 - ASSOCIATION | | 12 |
| 2.1 | Formation of Association | 12 |
| 2.2 | Membership | 13 |
| 2.3 | Transfer | 13 |
| 2.4 | Voting Rights of Members | 13 |
| 2.5 | Approvals and Consents | 13 |
| 2.6 | Specific Powers of the Association | 14 |
| 2.7 | Joint Owners | 15 |
| ARTICLE 3 - EASEMENTS AND COMMON AREA PARCEL(S) | | 16 |
| 3.1 | Easement: Pedestrian and Vehicular Access | 16 |
| 3.2 | Easement: Access Drive | 16 |
| 3.3 | Easement: Pedestrian Walkway | 16 |
| 3.4 | Easement: Association, Agency | 17 |
| 3.5 | Easement: Utilities | 17 |
| 3.6 | Easement: Support | 17 |
| 3.7 | Duration of Easements. | 18 |

| | | |
|---|--|----|
| 3.8 | Relocation of Common Area Parcels | 18 |
| 3.9 | Conveyance of Access Drive and/or Pedestrian Walkway | 19 |
| 3.10 | Certain Licenses For Owners | 19 |
| ARTICLE 4 - RESTRICTIONS | | 20 |
| 4.1 | Permitted Uses | 20 |
| 4.2 | Anti-Discrimination | 20 |
| 4.3 | Permitted and Prohibited Operations and Uses | 21 |
| 4.4 | Nuisances | 21 |
| 4.5 | Hazardous Material | 21 |
| 4.6 | Completion of Construction | 22 |
| 4.7 | Landscaping | 22 |
| 4.8 | Parking | 22 |
| 4.9 | Parcel Loading Areas | 22 |
| 4.10 | Storage; Screening | 23 |
| 4.11 | Signs | 23 |
| 4.12 | Modification of Grades | 23 |
| 4.13 | Utility Lines and Antennae | 23 |
| 4.14 | Vehicles | 24 |
| 4.15 | Unsightly Items | 24 |
| 4.16 | Window Coverings | 24 |
| 4.17 | Mineral Exploration | 24 |
| 4.18 | Public Improvements | 24 |
| 4.19 | Street Lights | 24 |
| ARTICLE 5 - DEVELOPMENT OF THE PROPERTY AND ARCHITECTURAL CONTROL | | 24 |
| 5.1 | Development | 24 |
| 5.2 | Approvals Prior to Construction of Original Improvements | 25 |
| 5.3 | Certificate of Completion | 25 |
| 5.4 | Approvals Following Construction of Original Improvements | 25 |
| ARTICLE 6 - MAINTENANCE AND INSURANCE DUTIES | | 25 |
| 6.1 | Owner's Maintenance Duties | 25 |
| 6.2 | Owner's Insurance Responsibilities | 26 |
| 6.3 | Right of the Association and Agency to Cure | 27 |
| 6.4 | Restoration of Construction, Obligation to Maintain and Costs Associated Therewith | 28 |

| | |
|--|----|
| ARTICLE 7 - ASSESSMENTS | 29 |
| 7.1 Covenant for Payment of Assessments | 29 |
| 7.2 Budget | 29 |
| 7.3 Interest: Late Charge; Costs | 29 |
| 7.4 Adjustments of Assessments | 30 |
| 7.5 Creation of Lien and Personal Obligation for Assessments | 30 |
| 7.6 Certificate of Payment | 30 |
| 7.7 Audit | 31 |
| ARTICLE 8 - ENFORCEMENT | 31 |
| 8.1 Recordation of Lien | 31 |
| 8.2 Foreclosure | 31 |
| 8.3 Release of Lien | 31 |
| 8.4 Abatement and Suit | 32 |
| 8.5 Nuisances | 32 |
| 8.6 Attorneys' Fees | 32 |
| 8.7 Failure to Enforce Not a Waiver of Rights | 32 |
| ARTICLE 9 - TAXES | 32 |
| 9.1 Covenant to Pay | 32 |
| 9.2 Right to Contest or Appeal | 32 |
| ARTICLE 10 - GENERAL PROVISIONS | 33 |
| 10.1 Nonliability of Agency, Association, Board, Agency and the Architectural Review Committee | 33 |
| 10.2 Constructive Notice and Acceptance | 33 |
| 10.3 Rights of Mortgagees | 34 |
| 10.4 Mutuality; Reciprocity; Runs with Land | 34 |
| 10.5 Term of Declaration | 34 |
| 10.6 Article and Section Headings | 34 |
| 10.7 Effect of Invalidity | 34 |
| 10.8 Amendments | 35 |
| 10.9 Construction | 35 |
| 10.10 Estoppel Certificates | 35 |
| 10.11 Leases | 35 |
| 10.12 Notices | 35 |
| 10.13 Good Faith | 36 |
| 10.14 Invalidity of Provision | 36 |
| 10.15 BOMA Standards Used for Computations | 36 |
| 10.16 Force Majeure | 36 |

10.17 No Relationship of Principal and Agent 36
10.18 Governing Law 36
ARTICLE 11 - SPECIAL APPROVAL AND OTHER RIGHTS 36
11.1 Matters Requiring Super Majority Approval 36
11.2 Certain Other Agency Rights 37
EXHIBIT "A" - Legal Description
EXHIBIT "B" - Site Plan
EXHIBIT "C" - Schematic Development Plan

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS BY AND BETWEEN REDEVELOPMENT AGENCY OF
SALT LAKE CITY AND RENAISSANCE ASSOCIATES, LTD.**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this 11th day of August, 1994, by and between REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency ("Agency") and RENAISSANCE ASSOCIATES, LTD., a Utah limited partnership ("Developer"), both of whom are sometimes collectively referred to as the "Parties" and individually as a "Party".

RECITALS:

- A. Certain capitalized terms in this Declaration are defined in Article 1.
- B. This Declaration relates to the development of certain real property located in what is known as "Block 49" in downtown Salt Lake City, Utah, which real property is described on Exhibit "A" which is attached hereto and incorporated herein by reference.
- C. This Declaration is intended to govern the development and use of the entirety of the Property.
- D. Agency is a public body. Agency exercises its functions and powers and is organized and existing under the Utah Neighborhood Development Act, Section 17A-2-1201, et seq., Utah Code Ann. 1953, as amended.
- E. In furtherance of the objectives of the Utah Neighborhood Development Act, Agency has undertaken a program for the reconstruction of blighted areas in the City pursuant to which Agency has undertaken to redevelop the Property.
- F. Agency prepared, and the City through its City Council and an ordinance, approved and adopted a Redevelopment Plan on June 15, 1982, which plan is known as the "C.B.D. Neighborhood Development Plan" as such Redevelopment Plan may be amended from time to time. The Redevelopment Plan covers, among other parcels of real property, Block 49.
- G. The Redevelopment Plan has been filed in the Office of the Recorder of Salt Lake City and with Agency.
- H. Pursuant to that certain Amended and Restated Purchase Agreement, Agency has agreed to sell and Developer has agreed to purchase parcels of the Property in four phases: Phase One Housing (approximately 100-unit apartment complex) ("Phase One Housing"), Phase Two Housing (approximately 190-unit apartment complex) ("Phase Two Housing"), Hotel (approximately 100 rooms) ("Hotel Development") and Health Club of approximately thirty thousand square feet (30,000) of floor area ("Health Club Development"), as such portions of

the Property are depicted on the site plan attached hereto as Exhibit "B" and incorporated herein by reference (the "Site Plan").

I. The Schematic Development Plan contains general and specific design objectives and controls, which include, among other things, the establishment of an attractive urban environment which blends harmoniously with adjoining areas and provides for optimum amounts of open space in relation to new buildings, unobtrusive parking areas screened and landscaped, off street parking, and building design and materials which harmonize with adjoining areas.

J. All Parcels conveyed by Agency shall be developed subject to the provisions of that certain Amended and Restated Development Agreement by and between the Parties executed on or before the date of this Declaration ("Amended Development Agreement"), the Schematic Development Plan and other appropriate restrictions by agreements which may be recorded in the Office of the Salt Lake County Recorder.

K. In consideration of the desire of Agency to achieve the objectives of the Schematic Development Plan and to ensure that each Parcel of the Property is developed in accordance with the objectives, guidelines and uses specified herein, the Parties desire to execute this Declaration.

L. Agency believes that the redevelopment of the Property pursuant to this Declaration, and the fulfillment generally of this Declaration and the intentions herein are in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable State laws and requirements under which the Redevelopment Plan and Schematic Development Plan have been undertaken.

M. Agency and Developer desire that each Parcel of the Property and every portion thereof be developed in conjunction with each other, for the benefit of persons who may become Owners and Occupants of all or part of the Property and to effectuate the statutory purposes of Agency in serving the public and placing appropriate restrictions upon the future development of the Property, and accordingly hereby establish a general plan for the improvement, protection, development, redevelopment, maintenance and use of the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and declare that the Property, and every parcel or interest therein, is now held and shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the covenants, conditions, restrictions and easements herein set forth, each and all of which is and are for, and shall inure to the benefit of and pass with, each Parcel and every portion of or interest in the Project and shall apply to every Occupant thereof, and their successors and assigns. These covenants, conditions, restrictions and easements shall run with the Property and every part thereof.

ARTICLE 1

DEFINITIONS

The capitalized terms used in this Declaration shall have the definitions set forth in this Article 1.

1.1 "Access Drive" shall mean any internal access roadway located within the Project for the benefit of one or more Parcels of the Property as depicted on the Site Plan or otherwise constructed (if approved in writing by Agency) and so utilized in connection with the Project. The Access Drive may be located on a part of one or more of the Parcels owned by one or more Owners or may be separately owned by the Association. It is contemplated that the Access Drive will be constructed in stages on portions of the Parcels as they are developed. The Access Drive may be extended, realigned or modified by Agency in its sole and exclusive discretion to meet the development needs of the Parcels as they are conveyed in accordance with the provisions of this Declaration.

1.2 "Agency" is the Redevelopment Agency of Salt Lake City exercising its functions and powers and organized and existing under the Utah Neighborhood Development Act and includes any successor designated by Agency or succeeding to Agency pursuant to law, including but not limited to City.

1.3 "Allocable Share" is an Owner's proportionate share of all Expenses, which share shall be levied as a Regular and/or Emergency Assessment. The Owners' Allocable Share of Expenses shall be as follows:

1.3.1 All Owners of Undeveloped Parcels shall have an Allocable Share of Expenses equal to a fraction thereof whose numerator is the total gross square footage of such Owner's Parcel and whose denominator is the Assessment Denominator.

1.3.2 All Owners of Developed Parcels shall have an Allocable Share of Expenses equal to a fraction thereof whose numerator is the total gross square footage of such Owner's Building and whose denominator is the Assessment Denominator.

1.3.3 Once a Parcel has been transferred by Agency to an Owner (by sale or lease), such Owner shall deliver to the Association a certification from a licensed surveyor or civil engineer certifying the actual square footage of the Parcel which certificate may be used by the Association for purposes of calculating such Owner's Allocable Share of Expenses. Once a Certificate has been issued for Buildings hereafter located on a Parcel, the Owner thereof shall deliver to the Association a certification from a licensed surveyor or civil engineer certifying the actual square footage of the Building located on such Owner's Parcel which certificate may be used by the Association for purposes of calculating the Allocable Share of Expenses. Upon receipt of a certification from a licensed surveyor or civil engineer certifying the actual square

footages of the Parcels and Buildings, Agency shall prepare a list of such figures which shall be used for purposes of calculating each Owner's Allocable Share of Expenses and which shall be made available to all Owners for inspection upon request.

1.4 "Amended Development Agreement" shall have the meaning set forth in Recital J and which provides certain guidelines and obligations for development of a Parcel.

1.5 "Architectural Review Committee" is the committee which the Association is authorized to form to review alterations, modifications or changes to Buildings and Improvements following their original construction and completion as described in Section 5.4.

1.6 "Assessment(s)" are, with respect to an Owner during a Fiscal Year, any and all of the following, together with any interest, late charges and collection costs assessed against such Owner in accordance with Article 7.

1.6.1 "Regular Assessment" means the aggregate of an Owner's Allocable Share of Expenses.

1.6.2 "Special Assessment" means an assessment the Association shall levy solely against an Owner and such Owner's Parcel to reimburse the Association for its costs incurred in bringing said Owner and/or such Owner's Parcel into compliance with the provisions of this Declaration.

1.6.3 "Emergency Assessment" means any assessment the Association shall levy against all Owners: (i) to pay extraordinary Expenses that the Association shall have determined should be incurred to repair, maintain or replace any portion of the Common Areas because of an order of court, threat posed to the safety of Persons on the Project or any event or circumstance the Association shall not have reasonably foreseen in preparing the Budget; or (ii) to recover any uncollected Assessment of a former Owner that arose prior to such Owner's Mortgagee foreclosing and eliminating the Association's lien against such Owner's Parcel for recovery of such Assessment.

1.7 "Assessment Denominator" is the denominator to be used for purposes of calculating Allocable Shares and shall equal the sum of (i) the total gross square footage of all Undeveloped Parcels, and (ii) the total gross square footage of all Buildings constructed on Developed Parcels.

1.8 "Association" is an association to be known as _____, which Association shall be incorporated under the laws of Utah as a non-profit corporation.

1.9 "Association Rules" are such rules as the Association may adopt from time to time pursuant to Article 2 to govern the operation, maintenance and use of the Project.

1.10 "Benefitted Parcel" is any Parcel served and benefitted by (a) any easement in, over or on the Common Area of a Burdened Parcel or (b) any restriction on use and/or operation of a burdened Parcel as specified herein.

1.11 "Board" is the Board of Directors of the Association, including each Person individually who serves as a director thereof with respect to all matters where such Person exercises, in concert with other directors, the Board's powers under the Bylaws; provided that the Board shall make no settlement which results in a liability against the Board, the Association or the Owners in excess of Ten Thousand Dollars (\$10,000) without the prior approval of a Majority. In no event shall the Association bring, prosecute or settle litigation affecting the Agency without the Agency's prior written approval.

1.12 "Budget" is the pro forma operating budget for each Fiscal Year of the Association in which the Board shall estimate in good faith the total Expenses to be incurred for such year, including, without limitation, reasonable reserves for contingent liabilities, together with the necessary Assessments to be levied in support thereof.

1.13 "Building" is any structure now or hereafter constructed on the Property with interior space enclosed by exterior walls, floor and roof that is designed for human occupancy and the conduct of the business of its Owner and/or Occupants, exclusive of any interior improvements or tenant improvements thereto. Parking Areas shall not be considered Buildings for purposes of this Declaration.

1.14 "Burdened Parcel" is any Parcel burdened by and subject to (a) any easement in, over or on the Common Area of said Parcel in favor of the Benefitted Parcel or (b) any restriction on use and/or operation of a Burdened Parcel as specified herein.

1.15 "Bylaws" means the Bylaws of the Association, as adopted from time to time by the Owners.

1.16 "Certificate" is a permanent certificate of occupancy or substantial equivalent thereof issued by the City with respect to a Building or a parking area.

1.17 "Certificate of Completion" is a certificate issued by Agency that Buildings or other Improvements on a Parcel have been completed in accordance with the Amended Development Agreement or have otherwise been approved by Agency.

1.18 "City" is Salt Lake City, Utah

1.19 "Common Area" is all portions of the Property, including all Improvements located thereon and all Common Area Parcels; but excluding all Private Use Areas, Buildings and incidental structurally supporting Improvements and loading docks adjacent to Buildings.

1.20 "Common Area Parcel" is a parcel designated by this Declaration as a Common Area Parcel and which is utilized for the benefit of more than one Parcel within the Project and/or the general public or owned by the Association for the benefit of the Project and/or the general public upon which a Building or Parking Area cannot be built. The Access Drive and the Pedestrian Walkway are contemplated to be the only Common Area Parcels in the Project. However, Agency may designate other Common Area Parcels prior or concurrent with the conveyance of any Parcel to an Owner by Agency by designating such property as a Common Area Parcel in a written amendment to this Declaration which is duly recorded.

1.21 "Common Area Parcels Completion Date" shall mean the date Agency issues a Certificate of Completion to the Association with respect to the entire Access Drive and Pedestrian Walkway for all Parcels in the Project.

1.22 "Common Utility Lines" are conduits and/or facilities for Utilities that serve Improvements in the Common Area (whether exclusively or not) or Buildings on more than one Parcel.

1.23 "Construction Documents" shall mean the schematic design phase drawings, design development phase drawings and documents and final construction documents for Improvements prepared by an Owner in connection with the development of a Parcel as required by this Declaration and the Amended Development Agreement.

1.24 "Cost of Living Index" shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Wage Earners and Clerical Workers: U.S. City Average, "All Items" (1982-84=100), or in the absence of such index, any reasonably suitable substitute index or procedure that reflects changes in consumer prices.

1.25 "Developed Parcel" is any Parcel upon which one or more Buildings have been built for which a Certificate has been issued.

1.26 "Developer" means Renaissance Associates, Ltd., a Utah limited partnership.

1.27 "Development Guidelines" means those guidelines for development of the Parcels established by Agency from time to time, a copy of which shall be at all times available at the office of Agency. The Development Guidelines may include any building modification criteria adopted by Agency from time to time with respect to Parcels prior to their conveyance by Agency. Agency reserves the right to modify the Development Guidelines from time to time. There is no assurance that such guidelines will not change with regard to the Parcels from time to time and they may change with respect to unsold Parcels even after one or more other Parcels have been sold by Agency. Agency's approval of Construction Documents with regard to a Parcel shall be deemed Agency's affirmation that Developer has followed the Development Guidelines as the Development Guidelines may have been modified or interpreted by Agency with regard to such Parcel.

Following the issuance of a Certificate and a Certificate of Completion with respect to each Parcel comprising the Property, the Association shall assume responsibility for the Development Guidelines, which shall be reasonably consistent with the Development Guidelines last established by Agency.

1.28 "Encroachment" is defined in Section 3.5.1.

1.29 "Environmental Damages" are all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim related to Environmental Laws, whether or not such claim is ultimately defeated, a good faith settlement of judgment, and attorneys' fees, including without limitation, damages for personal injury, or injury to property or natural resources, consultant and contractor fees.

1.30 "Environmental Laws" means the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Federal Water Pollution Control Act of 1977, 33 U.S.C. § 1251 et seq., as amended by the Water Quality Act of 1987; FIFRA; the Marine Protection, Research, and Sanctuaries Act of 1972, 33 U.S.C. § 1401 et seq.; the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq.; the Noise Control Act of 1972, 42 U.S.C. § 4901 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; CERCLA, as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. § 11001, and the Radon Gas and Indoor Air Quality Research Act of 1986, 42 U.S.C. § 7401; RCRA; TSCA; AEA; and NWPA, all as may be amended, with implementing regulations and guidelines. Environmental Laws shall also include all federal, state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws above or purport to regulate (now or in the future) Hazardous Material.

1.31 "Expenses" are:

1.31.1 All actual and/or estimated costs, whether of an expense or capital nature, Association has and/or will incur under Article 6 or otherwise under the provisions of this Declaration, and including but not limited to costs of the following:

1.31.1.1 Repair, replacement, improvement, maintenance, resurfacing, restriping, irrigation, gardening, supply of utilities, trash and rubbish removal, and other expenses related to the management and operation of the Common Areas (to the extent required under this Declaration);

1.31.1.2 Unpaid and uncollectible collection costs with respect to Assessments;

1.31.1.3 Reasonable costs of management, administration and performance of Association's duties and obligations hereunder, including, but not

limited to, compensation paid to agents or employees of Association and reasonable overhead expenses; provided, however, that in no event shall such costs of administration and management exceed ten percent (10%) of the total actual Expenses, exclusive of such costs of administration and management;

1.31.1.4 Reasonable costs and fees paid to third parties, including managers, contractors, accountants, attorneys, architects and engineers who provide services and/or otherwise assist Association in performance of its duties and obligations hereunder;

1.31.1.5 Real and personal property taxes and governmental assessments, if any, levied against a Common Area Parcel and any other costs incurred in the ownership or maintenance of the Common Area Parcels;

1.31.1.6 Real and personal property taxes and governmental assessments, if any, levied against any such property the Association owns and uses exclusively to perform its duties hereunder;

1.31.1.7 Reasonable costs of any insurance required or carried by the Association pursuant to this Declaration, including, without limitation, directors and officers liability with respect to the Board (if available and at commercially reasonable rates), public liability, casualty, worker's compensation, fidelity coverage and other forms of insurance generally obtained by Persons performing property management functions similar to those of Association;

1.31.1.8 Association's costs incurred in forming, implementing and/or coordinating programs dealing with crime prevention and/or Hazardous Material disclosure, control or removal (which abatement or removal is required by law or applicable governmental agencies with jurisdiction thereto);

1.31.1.9 Reasonable reserves for maintenance expenses and capital expenditures, as the Association shall establish from time to time;

1.31.1.10 Any other reasonable expenses incurred by or on behalf of the Association in connection with the improvement, maintenance, management, administration, operation, repair and/or replacement of the Common Areas; and

1.31.1.11 The cost of the annual audit required to be made by the Association under the terms of Section 7.7 below.

1.32 "Fiscal Year" is such annual period as the Association shall adopt to account for Expenses.

1.33 "Governing Documents" are the Amended Development Agreement, Schematic Development Plan, the Development Guidelines, this Declaration, Association Rules, the Bylaws of association governing the organization and operation of the Association and all applicable federal, state and local laws; provided, however, if there is any inconsistency between the provisions of this Declaration and those of any of the other Governing Documents, the provisions of this Declaration shall govern to the fullest extent allowed by law.

1.34 "Hazardous Material" means any hazardous substance, pollutant, or contaminant regulated under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq. ("CERCLA"); oil and petroleum products and by-products and natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel, urea formaldehyde foam insulation, and chlorofluorocarbons; pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. § 136 et seq. ("FIFRA"); asbestos, polychlorinated biphenyl, and other substances regulated under the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq. ("TSCA"); chemicals subject to the Occupational Safety and Health Standards, Hazard Communication, 29 C.F.R. § 1910.1200, as amended; source material, special nuclear, by-product materials, and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act of 1954, as amended, 42 U.S.C. § 2011 et seq. ("AEA"); or the Nuclear Waste Policy Act of 1982, as amended, 42 U.S.C. § 10101 et seq. ("NWPA"); industrial process and pollution control wastes whether or not hazardous within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq. ("RCRA"); and any other hazardous substance, pollutant or contaminant that is regulated or becomes regulated under any other Environmental Law.

1.35 "Health Club Development" shall have the meaning set forth in Recital H to this Declaration.

1.36 "Hotel Development" shall have the meaning set forth in Recital H to this Declaration.

1.37 "Improvements" are all improvements, structures and landscaping improvements incidental and adjacent to Buildings, of any type or kind, including, but not limited to, Parking Areas, utility lines and facilities, sidewalks, driveways, service drives, fences, screening walls, trash enclosures, retaining walls, landscaping, hardscape, water features, plantings, planted trees and shrubs, lighting fixtures, poles and signs, but excluding all Buildings.

1.38 "Low Income Housing Agreement" shall mean that certain Low Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants applicable to the Phase One Housing Parcel which allocates certain tax credits to the Owner thereof in exchange for the agreement to lease portions thereof to low income persons as described in the Low Income Housing Agreement.

1.39 "Majority" is the number of votes needed for the affirmative approval of the Members of the Association, or of the members of the Board (as appropriate), which shall be any number greater than fifty percent (50%) of the voting interests of the Members present, in person or by proxy, at a meeting duly called and noticed of the Members at which a quorum is present or, in the case of any action by the Members pursuant to a written consent of the Members without a meeting, by the written consent of the voting interests of a Majority of all of the Members, as more fully described in Section 2.5.

1.40 "Member" is every Owner who qualifies for membership and is a member of the Association.

1.41 "Mortgage" is any duly recorded mortgage or deed of trust encumbering an Owner's interest in one or more Parcels.

1.42 "Mortgagee" is the holder of a Mortgage.

1.43 "Occupant" is an Owner and any other Person entitled, by fee ownership or leasehold interest, to the exclusive right to occupy all, or any portion of, a Building.

1.44 "Owner" is, at any particular time, (i) the Person or Persons collectively holding record fee title to a Parcel or (ii) an Occupant entitled to occupy all of a Parcel and the Building thereon under a lease or sublease for an initial term of at least ten (10) years (in which case the fee owner or sublessor of the Parcel shall not be deemed the Owner thereof for purposes of this Declaration during the term of said lease or sublease). Agency shall not be deemed an Owner of a Parcel for purposes of payment of Assessments or any other monies unless Agency develops the Parcel and/or notifies the other Owners of its intention to develop the Parcel and be treated as an Owner.

1.45 "Parcel" shall mean any lots or parcels of real property which comprise the Property, including Phase One Housing, Phase Two Housing, the Hotel Development and Health Club Development, the Common Area Parcels and/or any Parcels created or reconfigured by the Agency from time to time prior to or concurrently with its conveyance of a portion of the Property. Agency shall have the right to identify and create from time to time within the Property one or more Parcels of property for development. A Parcel shall be created by the conveyance by Agency to an Owner of a portion of the Property, subject to a development agreement. Parcel shall also mean that portion of the Property owned by Agency prior to conveyance to one or more Owners. At the time Agency conveys a Parcel to an Owner, Agency may designate which portions of the Parcel are Common Areas and Common Area Parcels to the extent they are to be located at an alternate location from that depicted on the Site Plan.

1.46 "Parking Areas" shall mean all paved surface or underground or aboveground parking areas now or hereafter constructed on the Parcels.

1.47 "Pedestrian Walkway" shall mean any internal pedestrian walkway system located within the Project for the benefit of more than one Parcel of the Property either as depicted on the Site Plan or otherwise constructed and so utilized in connection with the Project as permitted by Agency. The Pedestrian Walkway may be located on a part of one or more of the Parcels owned by one or more Owners or may be separately owned by the Association. It is contemplated that the Pedestrian Walkway will be constructed in stages on various portions of the Parcels as they are developed. The Pedestrian Walkway may be extended, realigned or modified by Agency in its sole and exclusive discretion to meet the development needs of various parcels as they are created and conveyed in accordance with the provisions of this Declaration.

1.48 "Committee" is any customer, patron, employee, concessionaire or other business invitee of an Occupant.

1.49 "Person" is any individual, partnership, firm, joint venture, association, corporation, any other form of business entity or any public body corporate and politic.

1.50 "Phase One Housing" shall have the meaning set forth in Recital H to this Declaration.

1.51 "Phase Two Housing" shall have the meaning set forth in Recital H to this Declaration.

1.52 "Private Use Area" means the land underneath any Building that is constructed or is being constructed, the Parking Areas located on a particular Parcel and any other areas approved by Agency for the exclusive, private use and control of a Parcel Owner. A Private Use Area shall be operated, maintained and used exclusively by the Owner thereof or an Owner's Occupant. Only those Private Use Areas approved by Agency shall be used for construction of a Building and Parking Areas.

1.53 "Property" shall mean the real property described in Recital B to this Declaration.

1.54 "Project" is the Property, Buildings and Improvements.

1.55 "Redevelopment Plan" shall have the meaning set forth in Recital F to this Declaration.

1.56 "Regulatory Agreement" shall mean that certain agreement entitled Regulatory Agreement and Declaration of Restrictive Covenants pertaining to a part of the Property by and between Housing Authority of Salt Lake City and Developer, and executed by Developer and recorded in the Official Records of Salt Lake County, Utah, if required by Agency.

1.57 "Schematic Development Plan" shall mean the urban design concept plan for the Property attached hereto as Exhibit "C". Agency may revise, amend or alter the Schematic Development Plan from time to time at Agency's discretion prior to the conveyance of a Parcel.

The Schematic Development Plan is a general guideline for development of the Property but may be altered by Agency at any time. Agency's approval of Construction Documents with regard to a Parcel shall be deemed Agency's affirmation that Developer has followed the Schematic Development Plan as the Schematic Development Plan may have been modified or interpreted by Agency with regard to such Parcel. The Schematic Development Plan shall remain in force and effect until the issuance of a Certificate and Certificate of Completion for all of the Parcels in the Project.

1.58 "Site Plan" shall have the meaning set forth in Recital H to this Declaration. The Site Plan depicts the intended development of the Property. Subject to its obligations to Developer, under the Amended and Restated Purchase Agreement, Agency reserves the right to create one or more additional Parcels and/or to reconfigure the boundaries of the Parcels within the Property prior to conveying the portion of the affected Property and to establish the nature and type of development required for each Parcel so created and/or reconfigured.

1.59 "Super Majority" is the number of votes needed for the affirmative approval of the Members of the Association which shall be at least sixty-seven percent (67%) of all of the voting interests of the Members, present, in person or by proxy, at a meeting duly called and noticed of the Members at which a quorum is present or, in the case of any action by Members pursuant to a written consent of the Members without a meeting, by the written consent of the voting interests of a Super Majority of all of the Members, as more fully described in Section 2.5.

1.60 "Undeveloped Parcel" is any Parcel which has been conveyed in fee or by lease by Agency and is undeveloped or which is developed with a Building or Improvement for which a Certificate has not yet been issued.

1.61 "Utilities" are any or all of the following: facilities for the supply and/or return of sanitary sewer, storm water drainage, potable water, electricity, natural gas and telephone service.

ARTICLE 2

ASSOCIATION

2.1 Formation of Association. Prior to or immediately following its issuance of any Certificate of Completion, Agency shall cause the Association to be formed and take such steps as may be necessary or appropriate in connection therewith (including the preparation, execution and filing of articles of incorporation and bylaws and the making of all other appropriate filings), for the purpose of managing and operating, as elsewhere provided herein, the Common Areas and assuming all those rights and duties of the Association set forth in this Declaration and under applicable law.

2.2 Membership. Every Owner shall be a Member for so long as it is an Owner and thereafter each Person that becomes an Owner shall thereupon be a Member. The terms and provisions set forth in the Governing Documents shall bind all present and future Owners. Membership of an Owner in the Association shall be appurtenant to, and not be separated from, the interest of such Owner in any Parcel. The sole qualification for membership in the Association shall be a Person's status as an Owner of a Parcel.

2.3 Transfer. An Owner's membership in the Association shall not be transferred, pledged or alienated apart from such Owner's interest in its Parcel. Such membership shall automatically be conveyed to the transferee of a Parcel and, upon such transfer, the transferor shall no longer be a Member as a result of ownership of the transferred Parcel. Any attempt to make a prohibited transfer shall be void and shall not be reflected upon the books and records of the Association. The Association shall have the right to record the transfer upon the books of the Association without any further action or consent by the transferring Owner. The Association shall have the right to charge a transferee Owner a reasonable fee not to exceed Five Hundred Dollars (\$500) as measured in 1994 dollars and thereafter adjusted annually by the Cost of Living Index to cover the Association's costs of documentation and clerical services incurred with respect to the transfer of a membership interest in the Association, and, notwithstanding any other provision of this Declaration, an Owner's right to vote shall not vest until such transfer fee has been paid. Notwithstanding the foregoing, an Owner shall have the right to assign, without charge of such fee, its voting rights to one or more Occupants of its Parcel, provided such Owner notifies the Association of all terms and conditions of such assignment, and provided further such assignees shall exercise such Owner's votes in unison.

2.4 Voting Rights of Members. With respect to all matters, each Member shall have that portion of one hundred (100) votes in the Association that equals such Owner's Allocable Share of Expenses. Notwithstanding the allocation of voting rights made in the immediately preceding sentence, provided that either (a) Agency owns a Parcel or (b) Agency does not own a Parcel but Agency has not issued certificates of completion for all improvements to be constructed on all Parcels pursuant to the Amended Development Agreement, Agency shall be deemed to have an amount of votes in addition to any votes it has as an Owner that shall constitute a Majority of all votes.

2.5 Approvals and Consents. Unless otherwise specifically provided herein, any provision of this Declaration that requires the affirmative vote or written consent of the voting interests of the Members shall be deemed satisfied by the following:

2.5.1 with respect to a Majority, the affirmative vote of more than fifty percent (50%) of all votes entitled to be cast by all Members present, in person or by proxy, at a meeting duly called and noticed pursuant to the provisions of the bylaws dealing with annual or special meetings of the Members, at which a quorum is present, a quorum consisting of Owners holding at least fifty one percent (51%) of all votes of the Owners entitled to vote;

2.5.2 with respect to a Super Majority, the affirmative vote of at least sixty-seven percent (67%) of all votes entitled to be cast by all Members, present, in person or by proxy, at a meeting duly called and noticed pursuant to the provisions of the Bylaws dealing with annual or special meetings of the Members, at which a quorum is present, a quorum consisting of at least sixty-seven percent (67%) of all votes of the Owners entitled to vote; and/or

2.5.3 the written consents signed by the specified percentage of Members, as provided under Sections 1.40 and 1.60.

2.6 Specific Powers of the Association. Subject to Sections 7.2 and 10.1 and except as otherwise provided, without limiting the terms and provisions of Section 2.1 the Association shall have the power:

2.6.1 but not the obligation, to employ a property manager and contract with independent contractors or managing agents who have professional experience in the management of commercial developments similar to the Project, to perform all or any part of the duties and responsibilities of the Association;

2.6.2 but not the obligation, to resolve all disputes concerning membership in the Association;

2.6.3 and the obligation to enforce the provisions of this Declaration;

2.6.4 and the obligation, to obtain either directly or indirectly such insurance coverage as the Association deems reasonably necessary, including, without limitation, a policy insuring the officers of the Association against any liability for their errors and/or omissions arising from performance of their duties for the Association, if available and at commercially reasonable rates;

2.6.5 but not the obligation, to borrow such funds as may be required in connection with the discharge by the Association of its powers and duties hereunder at the then prevailing market rates;

2.6.6 but not the obligation, to adopt, amend and repeal Association Rules;

2.6.7 but not the obligation (subject to Section 3.9 hereof), to own title to the Common Area Parcel(s).

2.6.8 but not the obligation, to enter into contracts, deeds, leases and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

2.6.9 but not the obligation, to open bank accounts on behalf of the Association and to designate the signatures therefor.

2.6.10 but not the obligation, to bring, prosecute and settle litigation for itself, the Association and the Project, provided that it shall make no settlement which results in a liability against the Board, the Association or the Owners in excess of \$10,000 without the prior approval of a Majority of Owners; and further provided, that it shall make no settlement which results in a liability to Agency.

2.6.11 but not the obligation, to own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Owners, items of personal property necessary to or convenient to the management of the business and affairs of the Association and the Board and in the operation of the Project, including without limitation furniture, furnishings, fixtures, maintenance equipment and office supplies.

2.6.12 and the obligation, to keep adequate books and records.

2.6.13 but not the obligation, with the approval of Agency, to form an unincorporated association to conduct the affairs of the Association in lieu of the incorporated association constituted under Section 2.1 hereof.

2.6.14 but not the obligation, to do all other acts necessary for the operation and maintenance of the Association.

2.7 Joint Owners. The votes of each Member shall be cast as a unit, if cast at all; fractional votes shall not be allowed. In the event that two or more Persons jointly constitute an Owner, such Persons holding all of the interest of an Owner with respect to or in any Parcel shall jointly be considered a single Member. In order that the Association and other Members shall not be required with respect to said Member to obtain the vote, action or agreement of, or to proceed against, more than one Person in carrying out or enforcing the terms, covenants, provisions and conditions of this Declaration, the Persons holding more than a fifty percent (50%) interest of such Member or in the Parcel or Parcels with respect to which such Persons have the status of an Owner shall designate one of their number, or an institutional lender or trustee, as such Member's agent to act on behalf of all such Persons and record such designation in the Office of the County Recorder for Salt Lake County. Any such designated agent is hereinafter referred to as the "Member's Agent." The foregoing shall not apply to a corporate, partnership or trust Member if the signatures of two (2) or less officers, partners or trustees thereof to any document are sufficient to bind such Member and such authorization is filed with the Board, in a form approved by the Board.

The exercise of any powers and rights of a Member under this Declaration by such Member's Agent shall be binding upon all Persons having an interest in such membership. Such Member's Agent shall, so long as such designation is in effect, be a Member hereunder for the purpose of exercising the rights and powers of a Member and the remaining Persons having an

interest in such membership shall be deemed not to be a Member for such purpose. The Association and the other Members shall have the right to deal with and rely upon the acts or omissions of such Member's Agent in the performance of this Declaration; but such designation shall not, however, relieve any Person from the obligations created by this Declaration. Any Person designated a Member's Agent pursuant to the provisions of this Section 2.7 shall be the agent of his or her principals, upon whom service of any process, writ, summons, order, or other mandate of any nature, of any court in any action, suit or proceeding arising out of this Declaration or any demand for arbitration may be made and service upon such Member's Agent shall constitute due and proper service of any such matter upon his or her principal. Until a successor Member's Agent has been appointed and notice of such appointment has been recorded pursuant to the provisions of this Section 2.7, the designation of a Member's Agent shall remain irrevocable.

ARTICLE 3

EASEMENTS AND COMMON AREA PARCEL(S)

3.1 Easement: Pedestrian and Vehicular Access. Developer with regard to the Phase One Housing Parcel and Agency with regard to the remaining Property, hereby reserve to themselves and their successors and assigns for the purpose of granting and hereby grant to each present and future Owner, Occupant and Permittee nonexclusive, mutual and reciprocal surface easements over and upon the designated pedestrian and vehicular traffic circulation patterns as reasonably established over the Common Area by the Association from time to time.

3.2 Easement: Access Drive. Without limiting the easements established pursuant to Section 3.1 above, the Access Drive is that drive which shall serve to provide the Project with permanent legal access to the public streets. The Access Drive shall be at the location depicted on the Site Plan or at such other location approved in writing by Agency prior to the conveyance of any affected Parcel. Developer with regard to the Phase One Housing Parcel and Agency with regard to the remaining Property hereby grant to each present and future Owner, Occupant and Permittee of the Project nonexclusive and perpetual surface easements for pedestrian and vehicular ingress, egress and passage in, on and over the Access Drive as the Access Drive is constructed. Notwithstanding the provisions of Section 10.5 and subject to Section 3.9 the easements reserved and granted in this Section 3.2 shall be perpetual and shall survive the expiration or earlier termination of this Declaration.

3.3 Easement: Pedestrian Walkway. Without limiting the easements established pursuant to Section 3.1 above, the Pedestrian Walkway is that certain walkway which shall serve to provide the Project with integrated pedestrian walkways accessible to all Owners, Occupants and Permittees. The Pedestrian Walkway shall be at the location depicted on the Site Plan or at such other location approved in writing by Agency prior to the conveyance of any affected Parcel. Developer, with regard to the Phase One Housing Parcel and Agency with regard to the remaining Property, hereby reserve to themselves and their successors and assigns and grant to

each present and future Owner, Occupant and Permittee of the Project non-exclusive and perpetual surface easements for pedestrian ingress, egress and passage in, on and over the Pedestrian Walkway as the Pedestrian Walkway is constructed. Notwithstanding the provisions of Section 10.5 and subject to Section 3.9, the easements reserved and granted in this Section 3.3 shall be perpetual and shall survive the expiration or earlier termination of this Declaration.

3.4 Easement: Association, Agency. Developer with regard to the Phase One Housing Parcel and Agency with regard to the remaining Property, hereby reserve to themselves and their successors and assigns and grant to the Association and the Agency a nonexclusive easement under, on and over the Common Areas for ingress, egress, passage and performance of the Association's rights and duties under this Declaration and performance of Agency's rights under this Declaration.

3.5 Easement: Utilities. Developer with regard to the Phase One Housing Parcel and Agency with regard to the remaining Property, hereby reserve to themselves and their successors and assigns for the purpose of granting and hereby grant to each present and future Owner nonexclusive easements in their Parcels as necessary for the installation, repair, maintenance, replacement, relocation and/or removal of Utilities, together with a right to enter their Parcels to the extent and for such time as may be necessary to exercise any of the foregoing easements; provided, however, any Owner of a Benefitted Parcel (a "Served Owner") intending to enter the Burdened Parcel to perform work thereon in accordance with the foregoing easement shall, except in the event of an emergency repair, notify the Owner of the Burdened Parcel containing such Common Area (the "Burdened Owner") at least forty-eight (48) hours before such proposed entry or work and shall further coordinate said entry and work so as to minimize any inconvenience to the Burdened Owner; provided, further, the Burdened Owner shall have the right, at its sole expense, in cooperation with any applicable utility company, to relocate any Utilities on its Parcel to another location thereon to the extent that such relocation is necessary to permit the Burdened Owner to construct new Improvements or expand existing Improvements on such Parcel; provided further that at the request of a Burdened Owner, the Served Owner shall post a bond satisfactory in the Burdened Owner's reasonable discretion, prior to any work being performed; and provided, finally, that a Served Owner under this Section 3.5 shall, at its sole expense, promptly repair any and all damage to the Burdened Parcel or its Improvements arising from the exercise of the foregoing easement. Any Served Owner shall indemnify, defend and protect the Burdened Owner from any and all claims, demands, liabilities, lawsuits, costs and expenses of any nature that the Burdened Owner may incur in connection with the Served Owner's exercise of the foregoing easements.

3.6 Easement: Support.

3.6.1 Developer with regard to the Phase One Housing Parcel and Agency with regard to the remaining Property hereby reserve to themselves and their successors and assigns for the purpose of granting and hereby grant to each present and future Owner mutual, reciprocal and perpetual easements for the purpose of providing subjacent or sublateral support for underground footings, foundations and similar encroachments or

intrusions ("Encroachments") for any Building or Improvement constructed on any Parcel for the benefit of any other adjoining Parcel, including Encroachments having resulted from minor errors occurring in the course of construction or from minor settlement, shifting or movement following such construction, so long as such Encroachments do not materially and adversely affect the reasonable use, occupancy, enjoyment and development of the Burdened Parcel subject to such Encroachment. In the event of any such Encroachment, the Benefitted Owner thereof shall prepare and process a lot line adjustment at its sole cost and expense, if so requested by the Agency and/or the Owner of the Burdened Parcel.

3.6.2 The easements granted under this Section 3.6 shall remain in effect and shall not terminate as long as the affected Building and/or Improvements exist or are being restored.

3.7 Duration of Easements. Except for the access easements granted in Sections 3.2 and 3.3 in perpetuity and the easements for pedestrian and vehicular access, Utilities and support granted in Sections 3.1, 3.5 and 3.6 which shall survive termination of this Declaration for so long as the Benefitted Owners shall continue their use thereof, the easements, covenants and restrictions established in this Declaration shall terminate with the expiration, or earlier termination by concurrence of all Owners, of this Declaration.

3.8 Relocation of Common Area Parcels. Agency hereby reserves the right to locate, relocate, configure or reconfigure the Common Area Parcels on various areas of the Property for the purposes of benefitting the Project provided that such location, relocation, configuration or reconfiguration may not deprive any Owner of a Parcel of reasonable access for ingress and egress to and from the private or public streets abutting the Property or relocate any portion of a Common Area Parcel on a Private Use Area. Notwithstanding anything to the contrary in this Declaration and so long as Agency owns an interest in at least one Parcel, Agency shall have such right with regard to any Parcel even after such Parcel has been conveyed to parties other than Agency; provided, with regard to any Parcel that has been conveyed by Agency upon which development has occurred and which will result in an additional cost to the Parcel Owner in order to relocate or reconfigure Common Area Parcels, Agency shall bear such additional cost. Upon any such relocation of a Common Area Parcel, Agency shall execute an amendment to this Declaration, setting forth the change in location of the Common Area Parcels and subjecting the relocated Common Area Parcel to all the terms, covenants and conditions of this Declaration. Any replacement Common Area Parcel and the improvements thereto shall be of comparable quality and construction as the Common Area Parcel being replaced. If requested by Agency each Owner and the Association shall execute such documents as deemed necessary by the Agency to terminate such Owners' and the Association's interest in the original Common Area Parcels being replaced. If so requested by Agency, the Association and the Owners shall also execute an amendment to this Declaration setting forth the change in location of the Common Area Parcels and upon recordation of such amendment the rights of the Owners and the Association with respect to the original Common Area Parcels shall cease and be null and void and thereafter shall accrue only with respect to the replacement Common Area Parcels. In the

event of any replacement or modification of the Access Drive, the Pedestrian Walkway or any other Common Area Parcel such terms as used herein shall thereafter refer to the replacement locations for such Common Area Parcels.

3.9 Conveyance of Access Drive and/or Pedestrian Walkway. The Owners may convey title to the Access Drive and/or the Pedestrian Walkway to the Association. Notwithstanding Section 2.6.7 hereof, the Association shall be obligated to accept conveyance of title to the Access Drive and/or Pedestrian Walkway from the Owners. Initially, the Access Drive and the Pedestrian Walkway will constitute a portion of one or more Parcels conveyed to an Owner by Agency. Nevertheless, the Access Drive and the Pedestrian Walkway shall be utilized for the benefit of all Owners and the purposes provided for in this Declaration. Upon approval of a Super Majority of the Members and with the approval of the Agency, the Owners or the Association shall offer to dedicate the Access Drive to the City.

3.10 Certain Licenses For Owners.

3.10.1 It is recognized that from time to time during the term of this Declaration the Owners may require temporary licenses to use other Undeveloped Parcels. Such temporary licenses shall be used only for the purpose of (i) performing maintenance upon, making repairs to, remodeling, demolishing or expanding such Owners' Parcel(s), Buildings and Improvements thereon, (ii) making construction alterations, additions and improvements to, or razing and replacing the whole or any part of, the Building(s), if any, on such Parcel(s), and/or (iii) obtaining access, ingress and egress to and from the Improvements on the other Parcel(s) to carry on other maintenance, repair, construction, and other work required or permitted pursuant to this Declaration. It is further recognized that such licenses must be reasonable in scope, duration and purpose.

3.10.2 Within a reasonable time prior to the commencement of any such work, the Owner desiring to undertake the same shall submit to the Owner of the Undeveloped Parcel to be affected by such temporary license, for its approval (which approval shall not be unreasonably withheld), (i) a description of the work to be performed, an estimated construction schedule for such work and a description of the scope of the license requested; (ii) a plot plan of the affected Undeveloped Parcels on which the submitting Owner shall have delineated those portions of the other Parcel(s) with respect to which he reasonably requires a temporary license in connection with such work and such access, ingress and egress; and (iii) evidence sufficient to satisfy a reasonable person of the submitting Owner's adequate financial responsibility (through insurance or otherwise) to fulfill its obligation to restore all damage to the other Undeveloped Parcel(s) pursuant to subsection 3.10.4 below. Each Owner of whom such license is requested shall, within ten (10) days thereafter, notify such submitting Owner whether it approves or disapproves the requested use (and in the case of a disapproval, such Owner shall give specific reasons for such disapproval) and in the absence of such notice, the requested use shall be deemed approved by such Owner. Any request for,

and any denial of, a consent provided for in this Section 3.10 shall not be deemed or construed to constitute a waiver of any right held by the Owner requesting such consent or an admission that such consent is required in connection with the activity proposed to be conducted by the Owner requesting such consent. Upon denial of any consent requested hereunder, the Owner requesting such consent shall retain all rights and remedies, including any right to injunctive relief and to request specific performance, which such requesting Owner may have, at law or in equity, based upon such denial.

3.10.3 At all times during the period of exercise of any such temporary license, the licensee shall take all measures reasonably required to protect the other Owners and their Occupants and the property and business of each from injury or damage arising out of or caused by such work, and shall indemnify and hold the Owner of the Parcel(s) subject to such license and such Parcel(s) harmless from any and all such injury or damage. Such licensee shall not use such temporary license so as to unreasonably impair or interfere with the use, occupancy or enjoyment of the other Owner's Parcel(s), or any portion thereof, or any other Parcel, by the other Owners and Occupants. During the period of such use of such temporary license, the licensee shall keep all portions of the affected Parcel(s) free and unobstructed by any equipment, construction materials, debris or loose dirt related to such work, except as permitted under such temporary license.

3.10.4 Upon the earlier of (i) cessation of such work by the licensee for a period of fifteen (15) days (for reasons other than force majeure), or (ii) completion of such work by the licensee, such temporary license shall terminate and such person shall promptly restore the portions of the Parcel(s) so used to the condition in which the same existed prior to the time of commencement of such use. Such person shall also restore all other portions of the Parcel(s) of other Owners which may have been damaged by such maintenance, repair or construction work, promptly upon the occurrence of such damage.

ARTICLE 4

RESTRICTIONS

4.1 Permitted Uses. No portion of the Property or any Building constructed thereon shall be used for any purpose other than those permitted by the Governing Documents for a Parcel. Phase One Housing is to be owned, managed and operated in accordance with the Regulatory Agreement, if required to be executed by Agency, and the Low Income Housing Agreement.

4.2 Anti-Discrimination. Owners, their successors and assigns, and all tenants, subtenants, licensees, contractors, agents and employees of Owners or their successors and assigns shall not discriminate against or with respect to any person or group of persons on the

basis of race, color, creed, sex, marital status, age, religion, disability or national origin in the construction, sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or any of the Improvements erected or to be erected thereon, or any part thereof. No Owner itself, or any person claiming by, through or under an Owner, shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees or vendees on the Property or any Improvements erected or to be erected thereon, or any part thereof. Owners and their successors and assigns shall insert similar clauses in all leases, deeds, contracts and other instruments executed in connection with the Property. The Owner of the Phase One Housing Parcel, its successors and assigns, agrees that except as otherwise provided by the Regulatory Agreement (if required to be executed by Agency) and the Low Income Housing Agreement, it shall not obtain any grants, financing, subsidy or other inducement that would require it to discriminate against or limit any Person from utilizing the Phase One Housing Parcel on account of income or source of payment. Notwithstanding the foregoing, Agency may permit other Parcels to be used for low income housing purposes; provided, written permission is first obtained from Agency.

4.3 Permitted and Prohibited Operations and Uses. The uses depicted on the Site Plan shall be permitted at the locations depicted on the Site Plan. All other operations and uses are prohibited unless otherwise approved by Agency.

4.4 Nuisances. No Person shall conduct any noxious or offensive trade or activity on any Parcel or any part of the Property that may be, or become, an annoyance, nuisance or interference with quiet enjoyment, or that may increase the cost of insurance for any Owner. In this regard, all noises, sounds and vibrations emanating from a Parcel shall be appropriately muffled so as not to be objectionable with respect to intermittent beat, frequency, shrillness or volume. Furthermore, every use shall be operated so that the vibration, heat and glare inherently and recurrently generated from such use are not perceptible beyond the Building in which said use is located. Electrical reflectors, spot lights, flood lights and other types of lighting may be used to illuminate Buildings, landscaping areas and signs, provided that such devices are equipped with the proper lenses concentrating the light on such structures and areas so as to prevent any bright light or illumination being cast onto adjacent Parcels, or any street (whether public or private) or, in any event, without the Owner's of such Parcels prior approval.

4.5 Hazardous Material. No Owner, Occupant or Person shall produce, release, use, store, transport, handle or dispose of any Hazardous Material within the Project or otherwise knowingly permit the presence of any Hazardous Material on, under or about the Property, except in accordance with all Environmental Laws. Any Owner who acquires knowledge that it is in breach of any of the Environmental Laws shall immediately notify the Association. In the event an Owner shall breach the foregoing prohibition, the Association shall have the right, but not the obligation, to cure said Owner's failure in that regard after the Association shall have given said Owner reasonable notice and an opportunity to cure such failure. Any Owner whose acts or omissions give rise to a violation of this Section 4.5 shall indemnify, defend (with counsel acceptable to the indemnitee), hold harmless and protect, Agency, the Association

(including all Board members), and all other Owners and Occupants from any and all Environmental Damages arising from said violation. Nothing contained in this Section 4.5 shall be deemed a limitation on, or a waiver of, any rights or remedies available to Agency, the Association or the Owners at law or in equity for violations of Environmental Laws.

4.6 Completion of Construction. After commencement of construction of any Building or Improvement, the Owner thereof shall diligently prosecute the work thereon, to the end that the Building or Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion.

4.7 Landscaping.

4.7.1 Subject to the requirements of this Article 4, each Owner shall landscape, at its sole cost, its Parcel, according to plans approved in accordance with Article 5.

4.7.2 Hose bibs and shall be provided in the vicinity of the landscaped areas.

4.7.3 Weather permitting, landscaping shall be installed within thirty (30) days of occupancy or completion of a Building.

4.8 Parking.

4.8.1 Each Parcel shall contain parking spaces necessary to meet the legal requirements for the Buildings located on such Parcels. All parking shall be underground (except with regard to Phase One Housing) and/or otherwise at the locations depicted on the Site Plan unless otherwise permitted in writing by Agency.

4.8.2 No trucks, trailers or heavy equipment may be parked or located on the Property except:

4.8.2.1 In connection with the construction, maintenance and repair of Improvements;

4.8.2.2 In connection with temporary uses or deliveries by a Permittee;

4.8.2.3 In designated loading zones;

4.8.2.4 In cases of emergency; and

4.8.2.5 In accordance with the reasonable rules and regulations of the Association.

4.9 Parcel Loading Areas. An Owner shall designate, subject to the Association's reasonable approval, areas of such Owner's Parcel, as appropriate, for the loading and unloading

of service vehicles, which areas shall be sufficient to serve the business conducted thereon without using the adjacent public streets therefor.

4.10 Storage; Screening. Unless specifically permitted under the Development Guidelines or approved in writing by the Association, no materials, supplies, inventory, equipment or any other personal property shall be stored on any portion of a Parcel except inside a Building. All mechanical equipment, utility meters, storage tanks, air conditioning equipment, duct work, and similar items shall be screened and located in such a manner so as not to be visible from the various ground levels of the Project or from the streets, walkways and driveways within the Project and so as to comply with any architectural and landscaping standards promulgated by the Association or otherwise acceptable to the Association.

4.11 Signs. No exterior signs of any type that normally would be visible from the neighboring properties or public streets shall be placed or maintained on any Parcel or Building unless such signs are consistent with the requirements of the Development Guidelines and the Association shall have first reasonably approved the same. In exercising its discretion, the Association shall consider whether the proposed signage complies with such signage standards respecting design, type and location of signage as required by the Development Guidelines. Such signs, and their construction and installation, must also comply with any and all applicable government rules, laws, ordinances, regulations and statutes.

4.12 Modification of Grades. The grade of any Parcel shall not be substantially modified, altered or otherwise changed without the Association's prior approval. No grade of a Parcel may be changed if such new grade would change or impact the drainage of such Parcel or that of any other Parcels without the approval of the affected Owner.

4.13 Utility Lines and Antennae. No sewer, drainage or utility lines, or wires or other devices for the communication or transmission of electric power, including telephone, television, radio or microwave signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Property other than inside Buildings or Improvements unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under Buildings or Improvements or unless otherwise permitted by the Association in accordance with standards adopted by the Association and any ordinances pertaining to the subject devices adopted by the City, if any. No radio or television antenna, roof-mounted mechanical equipment, radar equipment, satellite dish or similar item used for the transmission or reception of telephone, television, radio or microwave signals or any other devices that project vertically more than one and one-half (1 1/2) feet above the roof or roof parapet shall be installed on any Building or Improvement within the Project unless the same shall be located so as not to be visible from any point at the ground level on the Project or from the streets, walkways, and driveways within the Project or screened by a visual barrier that is detailed as close as practicable to be consistent with the design of the Building that the Association has approved, unless either Agency permits such installation or the Association shall have otherwise permitted such installation in accordance with Article 5 and standards the Association shall have

promulgated from time to time and any ordinances of the City. Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of Buildings and Improvements.

4.14 Vehicles. No motorized vehicle may be dismantled, rebuilt, abandoned, stored or repainted on or about the Project.

4.15 Unightly Items. All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Parcels and shall not be allowed to accumulate thereon. Except as the Association shall have otherwise approved, all refuse containers, trash cans, woodpiles, storage areas, machinery and equipment are prohibited upon any Parcels unless contained in an enclosed, fenced side yard in a location approved by the Association and not visible from the street towards which the Building and Improvements located on such Parcel face.

4.16 Window Coverings. No window shall be covered with aluminum foil, newspapers, signage of any kind or other material not designed for use as a window covering.

4.17 Mineral Exploration. No oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any portion of the Project, nor shall oil wells, tunnels or mineral excavations or shafts be permitted upon the surface of any portion of the Project or within five hundred (500) feet below the surface of the Property. No derrick or other structure designed for use in boring for water, oil, natural gas, or other minerals shall be erected, maintained or permitted on any portion of the Project.

4.18 Public Improvements. All improvements on public property (including, but not limited to, sidewalks, curbs and gutters, lighting, landscaping and drainage facilities) redeveloped by Owner in or around the Property ("Public Improvements") shall be redeveloped in accordance with the Development Guidelines and the City's standards and design criteria in effect at the time of commencement of construction of such Public Improvements.

4.19 Street Lights. All street lights on the Property shall comply with the standards and requirements of the transportation division of City and with the Development Guidelines.

ARTICLE 5

DEVELOPMENT OF THE PROPERTY AND ARCHITECTURAL CONTROL

5.1 Development. The Owner of each Parcel in the Project hereby agrees to complete all construction of Buildings and Improvements to the Property pursuant to the terms of this Declaration. Each Owner shall be obligated to commence and complete development in

accordance with the Amended Development Agreement. In the event any Owner fails to complete development on any Parcel and Agency elects to cure such default pursuant to the Amended Development Agreement or other development agreement by completing the development, Agency may elect to complete such development differently from that originally contemplated or approved by Agency.

5.2 Approvals Prior to Construction of Original Improvements. Each Owner shall prepare and submit to Agency or its designee for review and approval or disapproval Construction Documents in accordance with the terms of the Amended Development Agreement with Agency, all of which shall be consistent with the objectives and guidelines of the Governing Documents.

5.3 Certificate of Completion. After completion of all construction and development of the Buildings and Improvements to be completed by an Owner upon each Parcel as required by this Declaration and the Amended Development Agreement and presentation by Owner of satisfactory evidence, determined solely by Agency, that the Buildings and Improvements have been completed, Agency shall furnish Owner with a Certificate of Completion as to such Buildings and Improvements in accordance with the provisions of the Amended Development Agreement related to such Parcel.

5.4 Approvals Following Construction of Original Improvements. Following completion of the original Buildings and Improvements and the issuance of a Certificate and a Certificate of Completion by Agency, alterations, modifications or changes to such Buildings and Improvements may be made at the discretion of the Owner. However, the Association reserves the right, upon Majority vote of the Members, to establish an Architectural Review Committee to review changes, alterations and modifications to the Buildings and Improvements. Promptly following issuance of a Certificate of Completion for all Parcels, the Owners shall hold a meeting to make a decision regarding the establishment of an Architectural Review Committee. The Association may establish reasonable rules and regulations to govern operation of any Architectural Review Committee.

ARTICLE 6

MAINTENANCE AND INSURANCE DUTIES

6.1. Owner's Maintenance Duties. Each Owner shall, at its own expense, maintain the Buildings, Private Use Area and the Common Area located on its Parcel, together with the sidewalks and any public areas immediately adjacent to the Buildings located thereon, at all times in good and clean condition and repair, which maintenance shall include, but not be limited to the following:

6.1.1 Maintaining the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;

6.1.2 Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

6.1.3 Placing, keeping in repair, and replacing any necessary appropriate directional signs, markers and lines;

6.1.4 Maintaining all landscaped areas and repairing automatic sprinkler systems or water lines and making replacements of shrubs and other landscaping as is necessary;

6.1.5 Maintaining and repairing any and all walls, common storm drains, utility lines, sewers and other services which are necessary for the operation of the Buildings and Improvements; and

6.1.6 Maintaining free and unobstructed access to and from its Parcel and the streets adjacent thereto.

6.1.7 Prior to the Common Area Parcels Completion Date, maintaining the portion of the Access Drive and Pedestrian Walkways located on Owner's Parcel in a clean, safe and first-class condition, including the paving and repairing or resurfacing of such areas when necessary with the type of material originally installed thereon, or such substitute therefor as shall in all respects be at least equal thereto in quality, appearance and durability; the removal of debris and waste materials and the washing or sweeping of paved areas as required; the painting and repainting of striping, markers and directional signs as required. Each Owner shall coordinate its maintenance activities with all other Owners and the Association and to the extent reasonably possible, maintenance and repair activities shall be accomplished for the Access Road and Pedestrian Walkways as a whole.

6.1.8 All artificial lighting facilities shall be separately metered to the Parcel on which they are located.

6.1.9 Maintaining the Buildings and all other Improvements located upon the Parcel in a first-class condition.

6.2 Owner's Insurance Responsibilities. Each Owner shall, at its own expense, at all times during its ownership of a Parcel, maintain insurance with respect to its Parcel, Buildings, Private Use Area and Common Areas (including the Access Drive and Pedestrian Walkway located on each Parcel unless the Association elects to undertake such insurance obligation with respect to the entirety of the Access Drive and Pedestrian Walkway) as follows:

6.2.1 Each Owner shall maintain a policy of general public liability insurance for the benefit of the Owners, Occupants and the Association (who shall all be named as additional insureds under such Owner's policy) against claims for bodily injury, death or property damage occurring in, on or about such Owner's Parcel, such insurance to afford protection with a combined single limit of liability per occurrence of not less than Two Million Dollars (\$2,000,000) as measured in 1994 dollars and thereafter adjusted annually by the Cost of Living Index and subject to any increases imposed by the Association;

6.2.2 Each Owner shall maintain a master or blanket policy of fire and casualty insurance with extended coverage in an amount equal to the full replacement cost (replacement cost including debris removal and demolition) of the Buildings, Improvements and Common Area located on its Parcel and all fixtures, systems and improvements thereon or associated therewith, with an "agreed amount endorsement" or its equivalent and clauses waiving subrogation rights by the insurer against the other Owners, the Association, the Agency and its successors and assigns, such insurance to afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, costs of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as are customarily covered with respect to similar developments in the general area of the Project; and

6.2.3 Each Owner shall supply to the Association and each other Owner certificates of insurance verifying that it has obtained the insurance coverage required in this Section 6.2 within thirty (30) days from the date it acquires a Parcel. Thereafter and from time to time as any other Owner or the Association may reasonably request, each Owner shall supply evidence to such requesting Owner or the Association that such insurance coverage has not lapsed, been cancelled or reduced in the amount or scope of coverage.

6.3 Right of the Association and Agency to Cure. If an Owner fails to accomplish any maintenance, repair, replacement or obtain the insurance required by this Article 6, the Association or its delegate may, but shall not be obligated to, cause such maintenance, repair and replacement to be accomplished in the following manner:

6.3.1 Upon the Association's finding of a deficiency in such maintenance, repair, replacement or insurance, the Association shall notify such Owner of such deficiency in accordance with Section 10.12. Such Owner shall have ten (10) days after Association's notice ("Response Period") within which to notify the Association of the date on or before which the Owner shall cause such maintenance, repair, replacement work or insurance coverage to be accomplished to cure the deficiency;

6.3.2 Unless otherwise provided for herein, said Owner shall cure the deficiency within thirty (30) days after the end of the Response Period or if such deficiency is not

capable of being cured within such thirty (30) day period, within such reasonable time period as is necessary to cure the deficiency;

6.3.3 Unless the affected Owner and/or Occupants and the Association otherwise agree, Association shall perform such maintenance, repair or replacement to cure the deficiency only at such times so as to minimize any adverse impact on the conduct of businesses operating on the Parcels affected;

6.3.4 If said Owner fails to complete the cure of the deficiency on or before the earlier of: (i) the date the Owner designates for the completion of such cure or (ii) within such reasonable time as is necessary to complete the cure, the Association or its delegate may, but shall not be obligated to, cause the deficiency to be cured and any and all costs incurred by the Association or its delegate shall become a Special Assessment levied against said Owner; and if said Owner fails to timely complete said cure and the Association does not commence to cause said deficiency to be cured within ten (10) days after said Owner's failure, the Association may, but shall not be obligated to cause the deficiency to be cured;

6.3.5 Notwithstanding the foregoing, in the event an Owner has failed to cure any deficiency within the cure period provided three (3) or more times in any two (2) year period, the Association shall have the right, but not the obligation to exercise the cure rights provided in this Section 6.3 without providing any notice to the breaching Owner;

6.3.6 Notwithstanding the foregoing, in case of an emergency where immediate action is necessary to prevent the loss of life, personal injury or property damage, the Association is authorized to take the required remedial action, provided the Association notifies the affected Owner and Occupants of the situation as soon as possible; and

6.3.7 In the event the Owner or Agency (it being agreed that Agency shall have the right, at any time prior to the Common Area Parcels Completion Date, to cure in the same manner as the Association in the event the Association fails to do so) cures a deficiency on behalf of an Owner, the Owner shall be responsible for any and all reasonable costs incurred in effecting the cure of such deficiency.

6.4 Restoration of Construction, Obligation to Maintain and Costs Associated Therewith. In each instance where this Declaration imposes a maintenance obligation upon an Owner or other Person, or allocates the cost of maintenance among any of the Owners, such obligation or such cost, as the case may be, shall include the obligation, until the expiration of the term of the Redevelopment Plan, to repair, rebuild, and restore all Buildings and Improvements following a casualty loss. After expiration of the term of the Redevelopment Plan, Owners shall be similarly obligated to repair, rebuild and restore unless such obligation is waived by a Majority of the Members of the Association.

ARTICLE 7

ASSESSMENTS

7.1 Covenant for Payment of Assessments. With respect to each Parcel and at all times of their respective ownership thereof, each Owner thereof agrees to pay all Assessments the Association shall assess against such Parcel from time to time in accordance with this Declaration.

7.2 Budget. On or about sixty (60) days prior to the beginning of each Fiscal Year, the Association shall deliver to each Owner a Budget estimating the total Expenses expected to be incurred for such year and all Regular Assessments, and any Special Assessments, required to fund the same. Commencing on the first day of the first month of the Fiscal Year and continuing thereafter on the first day of each succeeding month, each Owner shall pay one-twelfth (1/12) of such Owner's Regular Assessment. Unless otherwise permitted by the Association, an Owner shall pay any Special or Emergency Assessment in full within fifteen (15) days after the Association notifies said Owner thereof. If no Budget has been delivered to an Owner prior to the commencement of a new Fiscal Year, the Owner shall continue paying its Regular Assessment from the prior Fiscal Year until such time as the Association shall have issued a revised Budget and shall have levied a new Regular Assessment. The Association's failure to prepare and issue the Budget in a timely manner shall not constitute the Association's waiver of its right to levy Assessments nor a release of its duties under this Declaration.

7.3 Interest; Late Charge; Costs. If an Owner fails to pay any Assessment within fifteen (15) days of the date said Assessment becomes due, such Assessment shall thereupon be delinquent and shall include, and the Association shall have the right to recover from said Owner, all the following additional amounts:

7.3.1 reasonable costs incurred in collecting the delinquent Assessment, including reasonable attorneys' fees;

7.3.2 a late charge equal to the greater of Ten Dollars (\$10) or ten percent (10%) of the delinquent Assessment; and

7.3.3 interest on all sums due under this Section 7.3, calculated at an annual percentage rate of Eighteen Percent (18%) simple interest accruing thirty (30) days after the Assessment became due until said Owner has paid in full the delinquent Assessment and all of the foregoing costs and charges.

7.4 Adjustments of Assessments. Subject to the limitations of the Governing Documents, if the Association determines, in its sole discretion and for any reason, that the current Assessments are, or shall become, insufficient to meet all Expenses, the Association shall promptly revise the Budget and levy revised Assessments in support thereof, subject to Section 11.1.

7.5 Creation of Lien and Personal Obligation for Assessments. By acceptance of a deed, lease, assignment of lease, ground lease or other conveyance of an interest in a Parcel to an Owner, each Owner shall be deemed to covenant and agree to pay to Association any and all Assessments levied against such Owner's Parcel. From delinquency until paid, all Assessments shall constitute a continuing lien upon the Parcel affected, subject to recordation in accordance with Section 8.1 and may be enforced by lawsuit, by trustee's sale under power of sale (such power being hereby granted to Association as trustee), by judicial foreclosure or by any other method allowed by law. Each such Assessment shall also constitute the personal obligation of the Owner of each Parcel affected at the time that the Assessment becomes due; provided, however, the personal obligation to pay an Assessment shall not pass to the successors and assigns of an Owner unless the same shall have expressly assumed such personal obligation. Notwithstanding anything contained herein to the contrary, no lien shall be created against or shall attach to any property owned by Agency or the City but the Association shall retain all other rights and remedies against such Owners as are permitted in this Declaration, including, without limitation, those set forth in Section 8.4.

7.6 Certificate of Payment. Upon request, the Association shall certify to any Owner liable for an Assessment, or to its Mortgagee, the amount of any delinquency with respect thereto. The Association may collect a charge for its actual costs incurred in providing such certificate, said charge not to exceed Two Hundred Dollars (\$200) as measured in 1994 dollars and thereafter adjusted annually by the Cost of Living Index.

7.7 Audit. At the request of any Owner, the Association shall cause an audit, not more frequently than annually, to be conducted and certified by a certified public accounting firm and delivered to the Owners. In addition, at its sole cost, any Owner shall have the right, exercisable on ten (10) days' notice to the Association, to audit the Association's books and records of the Budget and Expenses during normal business hours and so as not to interfere unreasonably with the Association's conduct of its duties hereunder. Such Owner shall reimburse the Association for any reasonable costs the Association may incur in cooperating with such audit unless such audit is conducted by auditors reasonably acceptable to the Association and said audit discloses that such Owner's proper Assessment for the accounting period involved should have been at least five percent (5%) less than the Assessment the Association levied on said Owner, in which case Owner shall not be responsible for the Association's costs and the Association shall reimburse the auditing Owner for its reasonable costs in conducting the audit. Notwithstanding anything to the contrary, books and records of any Fiscal Year of the Association shall be deemed correct and may not be challenged by an Owner three (3) years after the end of such Fiscal Year.

ARTICLE 8

ENFORCEMENT

8.1 Recordation of Lien. From the date an Assessment becomes delinquent and for two (2) years thereafter, the Association shall have the right to file for record in the office of the County Recorder of Salt Lake County, Utah, a claim of lien signed by the Association containing the following information: (i) a statement of the amount of the unpaid Assessment, including all additional amounts due as specified in Section 7.3, (ii) a legal description of the Parcel owned by such delinquent Owner, and (iii) the name of the delinquent Owner. Such claim of lien shall be effective to give public notice of the Association's lien against the interest of the delinquent Owner and his Parcel in the amount specified therein.

8.2 Foreclosure. Upon failure of an Owner to cure its default within ninety (90) days following the recording of a claim of lien, the Association shall have the right and authority to foreclose its lien in accordance with the provisions of the Utah law applicable to the exercise of powers of sale in trust deeds or mortgages or in accordance with the provisions of Utah law applicable to judicial foreclosures or mechanics liens or in any other manner permitted by law. The Association or any Owner, through their duly authorized agents, shall have the power to bid on the Parcel in foreclosure at any foreclosure sale and to acquire, lease, mortgage and convey the same.

8.3 Release of Lien. Upon the timely curing of any default for which a notice of claim of lien was filed, the Association is hereby authorized to file for recordation an appropriate release of such lien, upon payment by the defaulting Owner of a fee, to be determined by the lien claimant, to cover the costs of preparation and recordation of such release, together with the payment of such other costs, interest or fees as shall have been incurred. The Assessment lien and the rights to foreclose thereunder shall be in addition to, and not in substitution for, all other rights and remedies that the Association or Agency may have hereunder and by law, including a suit to recover a money judgment for any unpaid Assessment.

8.4 Abatement and Suit. The continued violation or breach of any covenant, condition or restriction herein contained or granted, by reference or otherwise, after expiration of any applicable period of notice and opportunity to cure prescribed hereunder, shall afford the Association the right (i) to take all steps permitted by applicable law to cause the abatement or removal, at the expense of the Owner or Occupant thereof, of any Improvement or condition that exists thereon contrary to the intent and meaning of the provisions hereof (by reference or otherwise), or (ii) to sue at law or in equity the Person(s) who have violated or are attempting to violate any of these covenants, conditions or restrictions to enjoin them from doing so, to cause the violation to be remedied and/or to recover damages for said violation. In addition, and without waiving any of the foregoing rights, the Association shall also be entitled to reimbursement from the Owner of the Parcel subject to such abatement of the expenses incurred by the Association in entering upon such Parcel and abating and/or removing an Improvement or condition as aforesaid. If such expenses are not reimbursed promptly upon demand, then

such expenses shall become a Special Assessment levied against such Owner and its Parcel. If the Association fails to act under this Section 8.4 within ninety (90) days of an alleged violation or breach, any Owner or Agency may enforce the rights set forth in this Section 8.4 on behalf of the Association.

8.5 Nuisances. The result of every action or omission whereby any covenant, condition or restriction herein contained, by reference or otherwise, is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against any Owner, either in public or private, shall be applicable against every such nuisance and, subject to Section 8.4 hereof, may be exercised by Association, Agency or by any Owner. The right of enforcement shall not be extended to Occupants who are not also Owners.

8.6 Attorneys' Fees. In any legal or equitable proceeding for the enforcement of, or to restrain the violation of, or otherwise pertaining to a dispute concerning this Declaration or any provision hereof, by reference or otherwise, the prevailing Party shall be entitled to an award of reasonable attorneys' fees in such amount as may be fixed by the court in such proceedings. All remedies provided herein at law or in equity shall be cumulative and not exclusive.

8.7 Failure to Enforce Not a Waiver of Rights. The failure of the Association, Agency or any Owner to enforce any covenant, condition or restriction herein contained, by reference or otherwise, shall in no event be deemed a waiver of the right to do so thereafter, nor of the right to enforce any other covenant, condition or restriction.

ARTICLE 9

TAXES

9.1 Covenant to Pay. Each Owner shall timely pay before delinquency all real property taxes and assessments which are levied or otherwise assessed against the land, Buildings Improvements situated within its Parcel.

9.2 Right to Contest or Appeal. An Owner may contest or appeal the imposition of taxes and assessments described in this Article; provided, such taxes are timely paid under protest and Owner takes no actions that would subject the Parcel to foreclosure. Upon receiving a final adverse ruling or decision, an Owner shall immediately pay all taxes and assessments, late charges and penalties then due and take such other action as is necessary to ensure that a foreclosure does not subsequently occur.

ARTICLE 10.

GENERAL PROVISIONS

10.1 Nonliability of Agency, Association, Board, Agency and the Architectural Review Committee. To the fullest extent permitted by law, neither Agency, Association, the Board, and the Architectural Review Committee, nor any of their appointees, agents, employees, partners, officers, directors, successors or assigns (the "indemnities") shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any decision, course of action, act, omission, error, negligence or the like made in good faith and reasonably believed to be within the scope of its duties. To the fullest extent permitted by law, each and every Owner and Occupant, by accepting its interest or title to its interest in any Parcel, agrees to indemnify, defend and protect the indemnities and every other Owner against and from all claims arising out of the construction, use, possession and/or operation of the Parcel occupied by, owned by or under the control of such Owner or Occupant.

10.2 Constructive Notice and Acceptance. Every Person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein, by reference and otherwise, whether or not any reference to this Declaration is contained in the instrument by which such Person acquired an interest in the Project.

10.3 Rights of Mortgagees.

10.3.1 A Mortgagee shall not be entitled to receive any notice which this Declaration requires the Association to deliver to a Mortgagee, if any, unless and until such Mortgagee shall have delivered or caused to be delivered to the Association a written notice stating that such Mortgagee is the holder of a Mortgage encumbering a specified Parcel within the Project. Any notice or request delivered to the Association by a Mortgagee shall remain effective without any further action by such Mortgagee for so long as the facts set forth in such notice or request remain unchanged.

10.3.2 No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provision herein, shall affect, impair, defeat or render invalid the lien or charge of any Mortgage made in good faith and for value encumbering any Parcel, but all liens and encumbrances of said covenants, conditions and restrictions (including, without limitation, the lien to secure Assessments provided in Article 7) arising from and after foreclosure of such Mortgage shall bind the foreclosing Mortgagee and any Owner whose title is derived therefrom.

10.3.3 A Mortgagee, or the immediate transferee of such Mortgagee, who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale under a Mortgage made in good faith and for value, shall acquire title free of any lien or claim

for unpaid Assessments against such Parcel(s) that accrued prior to the time such Mortgagee or transferee takes title to such Parcel. In addition, such Mortgagee or transferee shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type that is impractical or infeasible to cure.

10.4 Mutuality; Reciprocity; Runs with Land. All restrictions, conditions, covenants and easements contained herein, by reference or otherwise, (i) are made for the direct, mutual and reciprocal benefit of each and every portion of the Project, (ii) shall create mutual, equitable servitudes upon each portion of the Project in favor of every other portion, (iii) shall create reciprocal rights and obligations between the respective Owners of all portions of or interests in the Project and privity of contract and estate between all grantees of said portions or interests therein, their heirs, successors and assigns, (iv) and shall, as to each Owner and the heirs, successors and assigns of said Owner, operate as covenants running with the land for the benefit of all other portions of the Project.

10.5 Term of Declaration. This Declaration shall remain in effect from the date upon which this Declaration is first recorded in the Official Records of Salt Lake County until December 31, 2015. However, unless within one (1) year prior to December 31, 2015, there shall be recorded an instrument directing the termination of this Declaration, signed by Owners holding not less than a Super Majority of the voting interests of the Members, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without any further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless, within one (1) year prior to the expiration of any such period, this Declaration is terminated as set forth above in this Section 10.5. Provided, however, certain Sections of this Declaration survive the termination of the Declaration as provided elsewhere herein.

10.6 Article and Section Headings. The Article and Section headings used herein are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the respective Articles and Sections to which they refer.

10.7 Effect of invalidation. If any provision (by reference or otherwise) of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

10.8 Amendments. Agency shall have the right to amend this Declaration unilaterally as it affects a Parcel prior to the conveyance of such Parcel to a Person. This Declaration may be amended with the written approval of Seventy Five Percent (75%) of all Members and Agency. To be effective, any amendment that affects or purports to defeat or render invalid the lien of any Mortgage made in good faith and for value must be approved in writing by the record holders of all such Mortgages encumbering the affected portions of the Project at the time of such amendment.

10.9 Construction. The provisions of this Declaration shall be liberally construed to accomplish its purpose of creating a uniform plan for the development of the Property. Nothing herein shall be construed to require Agency to develop any portion of the Property.

10.10 Estoppel Certificates. Upon thirty (30) days prior notice, given upon the transfer, financing and/or refinancing of a Parcel and otherwise no more than once a year, an Owner shall provide to any requesting Owner and/or its existing or prospective Mortgagee an estoppel certificate stating, to the actual knowledge of the certifying Owner: (a) whether the certifying Owner knows of any defaults under this Declaration and, if so, the nature thereof; (b) whether this Declaration has been assigned, modified or amended in any way and, if so, the nature thereof; and (c) that this Declaration is in full force and effect as of the date of the estoppel certificate. For such statement, Agency or such other certifying Owner shall be entitled to charge a fee, not to exceed One Hundred Dollars (\$100) as measured in 1994 dollars and thereafter adjusted annually by the Cost of Living Index, based upon its actual administrative expenses in rendering the same.

10.11 Leases. All agreements for the leasing or rental of a Parcel or any Building or portion thereof (referred to as a "lease" in this Section 10.11) shall be subject in all respects to the provisions of this Declaration. Any failure by the tenant thereunder to comply with the terms of this Declaration shall be a default under the lease. Any Owner who shall lease its Parcel or Building thereon shall be responsible for assuring its tenant's compliance with the Governing Documents.

10.12 Notices. Any notice, demand, communication, certification, approval, consent, invoice and/or request (individually referred to as "Notice"), required or allowed hereunder to be given to or by Agency, the Association (including the Board), an Owner or a Mortgagee, shall be made in writing and shall be delivered personally or by reliable, receipted courier service, overnight mail service, facsimile transmission, certified mail (with Postage Prepaid, return receipt requested), or another commercially recognized means of delivery. Notice shall be deemed given when actually received.

10.12.1 Notice to an Owner or a Mortgagee shall be delivered to the address most recently given by such Owner or Mortgagee to Agency and the Association in accordance with this Section 10.12 or, if no such address shall have been furnished, then to the street address of such Owner's Parcel.

10.12.2 Notice to the Agency or to the Association shall be delivered to their then current addresses.

10.13 Good Faith. Association shall at all times act in good faith and shall not take any action that is materially detrimental to one Owner while at the same time benefitting other Owner(s), without first obtaining the written consent of the Owner who is adversely affected.

10.14 Invalidity of Provision. If a court of competent jurisdiction should hold any provision of this Declaration, or the application thereof to any Person or any circumstance, to be invalid, void or illegal, the remaining provisions hereof and the application of such provision to any Person and any circumstance other than those as to which it is held to be invalid, void or illegal, shall nevertheless remain in full force and effect to the maximum extent permitted by law and shall not be affected thereby.

10.15 BOMA Standards Used for Computations. All computations of gross square footage of Buildings and Improvements shall be computed in accordance with BOMA Standards or other standards as approved by Agency.

10.16 Force Majeure. The Parties will comply with the time periods set forth in this Declaration; provided, each and every period shall be extended for a period or periods of time equal to any period or periods of delay preventing the performance of any of the parties' obligations, which delays are caused by strikes, lock-outs, fire or other casualty, inclement weather, the elements or acts of God, refusal or failure of governmental authorities to grant necessary approvals and permits, war, riot, insurrections or shortages of or inability to obtain essential construction materials or the transportation thereof or other causes, other than financial, beyond their reasonable control.

10.17 No Relationship of Principal and Agent. Nothing contained in this Declaration nor any acts of any parties nor any Owners shall be deemed or construed to create the relationship of principal and agent or of limited or general partnership or of joint venture or of any other similar association between any of the Owners, Association or Agency. G

10.18 Governing Law. This Declaration shall be construed, interpreted and applied in accordance with the laws of the State of Utah.

ARTICLE 11

SPECIAL APPROVAL AND OTHER RIGHTS

11.1 Matters Requiring Super Majority Approval. Notwithstanding any other provisions of this Declaration to the contrary, a vote of not less than a Super Majority shall be required to approve the following matters:

11.1.1 The Budget for a Fiscal Year but only if such Budget results in an increase in the Regular Assessments of the Owners of a Parcel which exceeds by more than one hundred and twenty percent (120%) the Regular Assessments of such Owners for the immediately preceding Fiscal Year;

11.1.2 Any item of Expense not included in the Budget which is in excess of Seventy-Five Thousand Dollars (\$75,000.00) as measured in 1994 dollars and thereafter adjusted annually by the Cost Of Living Index;


11.1.3 Any proposed Emergency Assessment under Section 1.6.3 involving an Expense of a capital nature which, when aggregated with all other such capital expenditures qualifying as Emergency Assessments levied in a Fiscal Year, would exceed One Hundred Thousand Dollars (\$100,000) denominated in 1994 dollars and which shall be increased annually by the Cost of Living Index.

11.2 Certain Other Agency Rights. Notwithstanding any other provisions of this Declaration to the contrary, in every instance under this Declaration where an Owner, Member, Association or any other party has a duty to perform or an obligation under this Declaration and such party fails to perform such duty or obligation, Agency shall have the right, but not the obligation, to perform such duty or task and to charge the defaulting party with the cost of such performance. In addition, wherever any party is granted any approval right as a condition precedent to any other party's right to act under this Declaration, Agency shall also have the right, but not the obligation, to require Agency's approval of such action before the party undertakes performance. Notwithstanding anything contained herein to the contrary, upon Agency's issuance of a Certificate of Completion for all Parcels within the Project, Agency may elect to transfer any duties, rights or obligations it has under this Declaration to the Association in a Supplemental Declaration to this Declaration executed solely by Agency so indicating such transfer. From and after the date of recording of such Supplemental Declaration, Agency shall have no further duties, rights, obligations, or liabilities under this Declaration with respect to the Project.

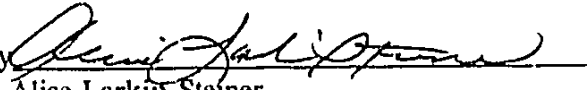
IN WITNESS WHEREOF, Agency and Developer have executed this Declaration as of the date first above written.

REDEVELOPMENT AGENCY OF SALT LAKE CITY

By


Deedee Corradini
Its Chief Administrative Officer

By


Alice Larkin Steiner
Its Executive Director

Approved as to form:



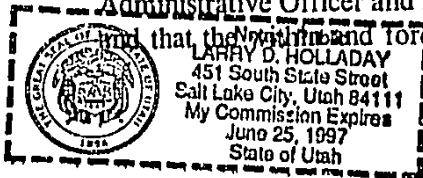
RENAISSANCE ASSOCIATES, LTD.,
a Utah limited partnership

By *Kenneth D. Hayman*
Its *Genl Partner*

By _____
Its _____

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

On the 11th day of August, 1994, personally appeared before me Deedee Corradini and Alice Larkin Steiner, who being by me duly sworn did say they are the Chief Administrative Officer and Executive Director of The Redevelopment Agency of Salt Lake City, and that the within and foregoing instrument was signed on behalf of said Agency.

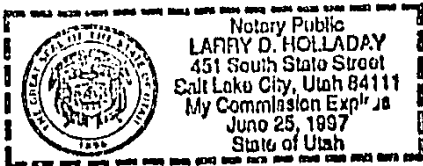


Larry D. Holladay
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
6-25-97

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

On the 11th day of August, 1994, personally appeared before me Kenneth Holman and _____, who being by me duly sworn did say they are the General Partner and _____ of Renaissance Associates, Ltd., and that the within and foregoing instrument was signed on behalf of said Renaissance Associates, Ltd.



Larry D. Holladay
NOTARY PUBLIC
Residing at: Salt Lake City

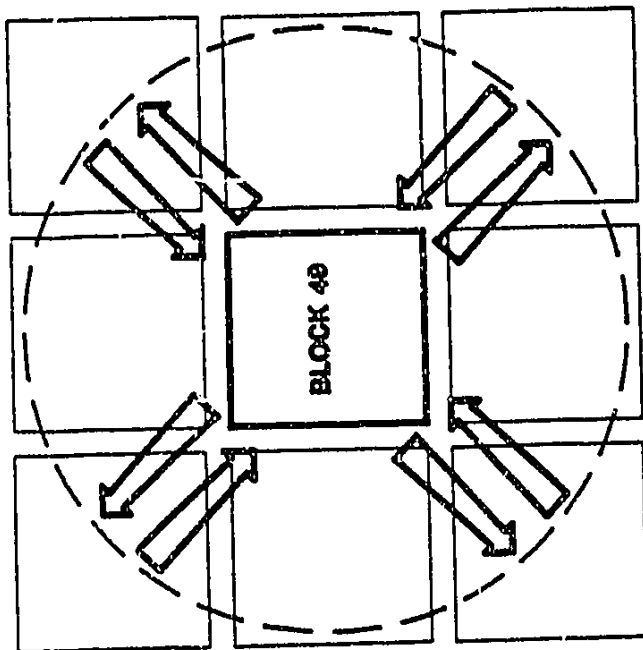
My Commission Expires:
6-25-97

EXHIBIT "A"

LEGAL DESCRIPTION

BEGINNING at the Northeast Corner of Block 49, Plat "A", Salt Lake City Survey; and running thence South $00^{\circ}01'06''$ East 570.27 feet; thence South $89^{\circ}58'01''$ West 165.06 feet; thence North $00^{\circ}01'06''$ West 75.04 feet; thence South $89^{\circ}58'01''$ West 330.13 feet; thence South $00^{\circ}01'06''$ East 8.25 feet; thence South $89^{\circ}58'01''$ West 33.01 feet; thence North $00^{\circ}01'06''$ West 90.75 feet; thence South $89^{\circ}58'01''$ West 132.05 feet; thence North $00^{\circ}01'06''$ West 412.74 feet; thence North $89^{\circ}58'01''$ East 660.26 feet to the POINT OF BEGINNING.

EXHIBIT "C"



BLOCK 49 Schematic Development Plan

Wikstrom Economic &
Planning Consultants, Inc.
Brixen & Christopher
Architects
LandMark Design, Inc.
CH2M Hill

BLOCK 49

SCHEMATIC DEVELOPMENT PLAN

Prepared For

THE REDEVELOPMENT AGENCY OF SALT LAKE CITY

Wikstrom Economic & Planning Consultants, Inc.
Brixen & Christopher Architects
LandMark Design, Inc.
CH2M Hill

March 1992

BK 7001 PG 1599

ACKNOWLEDGEMENTS

REDEVELOPMENT AGENCY OF SALT LAKE CITY

Chief Administrative Officer

Deedee Corradini, Chief Administrative Officer
Brian Hatch, Deputy Mayor
Anne Pinkney, Deputy Mayor

Board of Directors

Ronald Whitehead, Chairperson
Don Hale, Vice-Chairperson
Roselyn Kirk
Tom Godfrey
Alan G. Hardman
Nancy K. Pace
Paul Hutchison

CONSULTANTS

Wikstrom Economic & Planning Consultants, Inc. - Karen Wikstrom
Brixen & Christopher Architects - Jim Christopher and Myron Richardson
LandMark Design, Inc. - Jan Striefel and Hugh Holt
CH2M Hill - Stan Postma

The consultants would like to thank the following for their assistance in this study.

Salt Lake City Planning Department
William T. Wright, Director
Doug Dansie, Principal Planner

Center for Public Policy and Administration
Eugene E. Carr

Advisory Committee

Darrell "Buzz" Larsen
Sue Douglas Christensen
Gary Jones
Larry Migliaccio
Ruth Novak
Bonnie Phillips
Michael J. Stransky
Jack Schiefer

RDA Staff

Alice Larkin Steiner, Executive Director
Richard J. Turpin, Deputy Director

BYU Office of Public Archeology
James D. Wilde, Director

Utah State Historical Society
David Haasen, State Archeologist

Table of Contents

| <u>Section</u> | <u>Page</u> |
|-----------------------------------|-------------|
| I. Introduction | 1 |
| II. Block 49 in Context | 5 |
| III. Block 49 Existing Conditions | 10 |
| IV. Block 49 Master Plan | 15 |
| V. Master Plan Issues | 19 |

I. INTRODUCTION

Purpose of the Plan

The purpose of this Block 49 Schematic Development Plan is to present an overall urban design concept that will serve as a framework document for the ultimate development of the RDA property on this block. It builds upon land use recommendations for a mixed-use development described in the Block 49 Economic Viability Study.

The intent is to delineate major concepts that are essential for the orderly development of the block. It is deliberately general in nature, concentrating only on the major development goals and issues.

The Schematic Development Plan will be augmented by development guidelines for each parcel that will set forth specific development criteria. The key elements of the development guidelines will later be presented in definitive form through covenants, conditions, and restrictions for each parcel.

Background

Block 49 is located on the western edge of the central business district of Salt Lake City. Once the home of many of Salt Lake City's ethnic minorities, this area has a rich cultural heritage. Vestiges of this heritage are the Greek Orthodox church located north of Block 49, and the Japanese Buddhist and Japanese Christian Churches located just two blocks to the north.

In recent years, the area surrounding Block 49 has undergone a decline. Block 49 is located near several support facilities for the homeless and very low income members of the Salt Lake community. Over the past decade, Pioneer Park, located just west of the block, has become populated by transients and has experienced increasing crime. The image of the area as a location for social services providers has had a negative impact on the marketability of Block 49.

The Redevelopment Agency of Salt Lake City acquired approximately 7.5 acres of land located on Block 49 of Salt Lake City in late 1990. This acquisition occurred after the then owner of the property encountered financial difficulties and was unable to complete the partially constructed housing development on the site.

Public Input Forces

During April and May 1991, the University of Utah Center for Public Policy Administration and Research (CPPA) conducted a series of public forums to solicit public input regarding the future of the block. The results of that effort are contained in the Final Report of the Block 49 Citizen Input Sessions submitted to the RDA in June 1991.

Economic Viability Study

Later in 1991 a consultant team, led by Wikstrom Economic & Planning Consultants, was commissioned to assess the economic viability of the uses

proposed in the public input process and recommend alternative development scenarios for the block. The team included Wikstrom Economic & Planning Consultants, Brixen & Christopher Architects, LandMark Design, Inc., and CH2M Hill.

The consultants reviewed the alternative uses suggested in the public forums and scheduled follow-up meetings with the major participants of the CPPA process to solicit additional input and reactions to possible uses on the block. All organizations which participated in the CPPA process were contacted.

Six different development scenarios were explored by the consultant team and presented to the Redevelopment Advisory Committee and the Board of Directors of the Redevelopment Agency of Salt Lake City. Both of these groups preferred a mixed-use development of housing, retail, hotel and cultural uses.

In December of 1991, Wikstrom Economic & Planning Consultants completed its assignment and delivered the Block 49 Economic Viability Study to the Redevelopment Agency of Salt Lake City.

Schematic Development Plan

Following the acceptance of the study, it was determined that a schematic development plan would be required to guide the development of the block. The major thrust of the plan would be to develop a schematic plan for the block which determines site size, building placement, orientation, massing, height and scale, circulation (including

ingress and egress), parking, access, public linkages through the block, buffering for common boundaries between uses, and other physical layout issues for the block. The plan should incorporate the urban design requirements of the West Downtown Master Plan and the Urban Design Element.

Subsequently, the RDA of Salt Lake City authorized the consultants to proceed with this task.

Development Guidelines

As a supplement to the Schematic Development Plan, Development Guidelines will be written for each of the parcels and will set forth developed criteria in more detail. Items addressed will include pedestrian areas, vehicular circulation and parking, building massing and scale, materials, setbacks, public open space, public improvements, etc.

Covenants, Conditions and Restrictions

The criteria outlined in the Development Guidelines and the Schematic Development Plan will be summarized in the form of Covenants, Conditions and Restrictions (CC&R's). The CC&R's will be recorded for each development parcel and will set forth precise requirements for development.

Plan Organization

The Schematic Development Plan has been organized as follows:

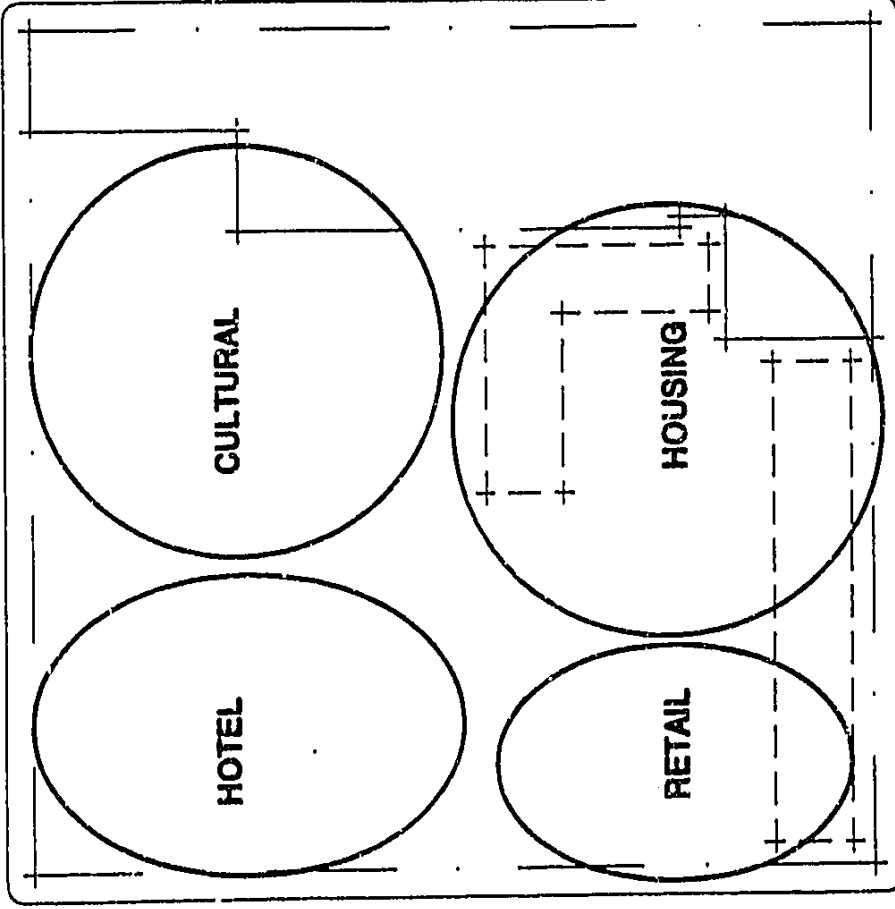
Section II examines the Salt Lake City context of Block 49, including existing land use patterns and infrastructure.

Section III describes the present physical conditions of Block 49, including the partially completed structures.

Section IV delineates the goals of the Schematic Development Plan, land uses, physical requirements, and phasing.

Section V summarizes the Schematic Development Plan issues that guide the development of the block.

200 WEST



BROADWAY

400 SOUTH

300 WEST

PROPOSED LAND USES - BLOCK 49

BK 7001 PG 1605

II. BLOCK 49 IN CONTEXT

Existing Land Uses

Block 49 is located in an area of Salt Lake City generally known as West Downtown. The area is underdeveloped, contains a number of significant structures (both new and old), and presents wonderful opportunities for development.

Since 1984, significant investments have been made in this area on surrounding blocks in the form of both new construction and adaptive reuse projects. West downtown is active and growing.

Existing land uses in the area surrounding Block 49 indicate several predominant uses. The major uses include the following:

- o General Commercial Uses
- o Residential
- o Hotel/Hotel
- o Civic/Cultural
- o Social Services

These five major land uses are identified in the Land Use Map, which includes the area between South Temple, Main Street, 600 South and 400 West.

General Commercial. There is no predominant use within this general category (such as car dealerships, or specialty retailing). Many different commercial uses are located in the area, but very few establishments that service the needs of the residents of the area. A number of restaurants are located in the vicinity, with indications that this use may increase. Limited office space is found on adjacent blocks.

Residential. Residential uses are found immediately to the north of Block 49 as well as other locations on surrounding blocks. These uses include affordable apartments (that are much in demand), combination residential/studio (ArtSpace), and high-end condominiums (American Towers).

Hotel/Hotel. There is a large concentration of hotels/motels to the south of Block 49, all with easy freeway access. Other hotels are located to the north of the site, in the area of the Salt Palace.

Civic/Cultural. There are a number of public uses in the immediate area of Block 49, including Pioneer Park immediately west of the block. The Greek Orthodox Church is located immediately to the north of the block and the Japanese Christian and Japanese Buddhist Churches are located two blocks to the north. Major tourist and spectator centers such as the Salt Palace Convention Center and the new Delta Center Arena are also located to the north.

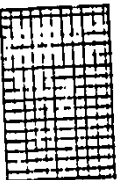
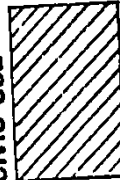


Social Services. Approximately 18 public and private social services providers have been identified within the general area of Block 49. This area represents the largest concentration of these providers in the Salt Lake Valley.

Future Land Uses

In an effort to ensure the orderly development of this area, the Salt Lake City Planning Commission published the West Downtown Master Plan in 1984.

LAND USE MAP⁶



- RESIDENTIAL USE 
- CULTURAL/CIVIC USE 
- HOTEL/MOTEL USE 
- COMMERCIAL USE 

600 SOUTH

500 SOUTH

400 SOUTH

300 SOUTH

200 SOUTH

100 SOUTH

SOUTH TEMPLE

BLOCK
49

MAIN ST

WEST TEMPLE

200 WEST

300 WEST

400 WEST

BK 7001FG1607

This document defined the major development policies for this area and outlined design guidelines for future development.

In May of 1991 the Salt Lake Planning Commission published a draft of the Salt Lake City Downtown Plan that is now in the review and implementation process. This plan identifies a number of planning districts that will guide future development. Several of these districts are in the West Downtown area in close proximity to Block 49. The proposed Warehouse Historic District is immediately north of Block 49. The Theater District will center on Broadway and the northern edge of Block 49. The Arts District will be centered in West Downtown. The Gateway Redevelopment Area is projected south of Block 49.

The two planning documents mentioned above will encourage future land use patterns for West Downtown.

Transportation and Infrastructure

Traffic Analysis

Block 49 is bordered by Broadway (300 South), 400 South, 300 West and 200 West. Two of these roads (400 South and 300 West) are controlled and maintained by the Utah Department of Transportation (UDOT).

Public Transit

Block 49 is well served by the public transit system. Utah Transit Authority operates buses on West Temple, 300 West Street, 200 South Street and 400 South Street.

The free fare zone operates along West Temple Street, offering good accessibility to convention and cultural facilities to the north, and the Central Business District.

Light Rail

Planning studies for a proposed light rail system are now underway with several alignments within the CBD being studied. Most alignments indicate rail service within two blocks of Block 49. In November 1992, a general election will be held to authorize funding for the project through an additional 1/4 cent sales tax increase in Salt Lake County. If successful, the funding will provide for a light rail system service (including of Salt Lake City, improved bus service (including an expansion of the free fare zone), and additional vehicular lanes on I-15.

Utilities

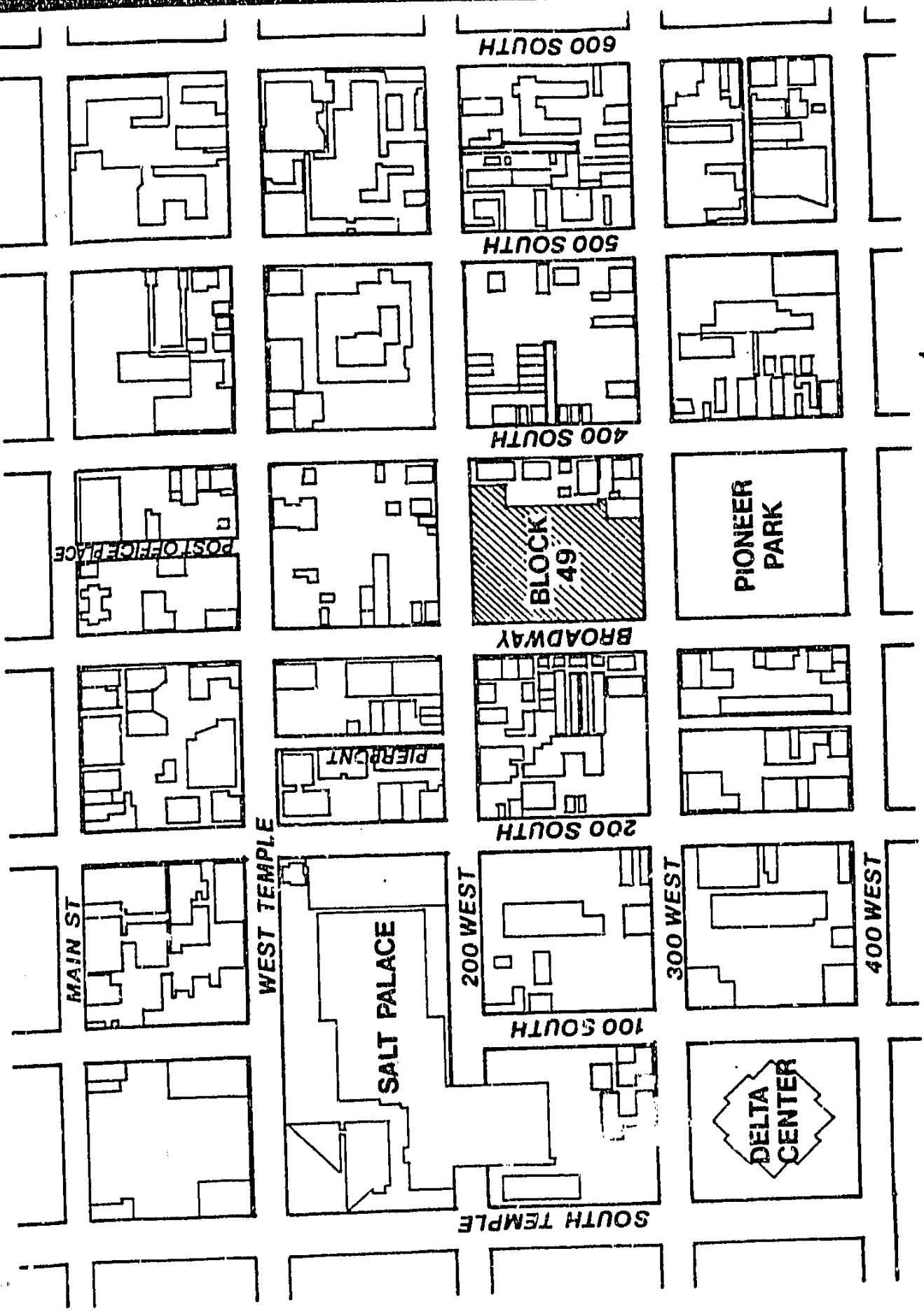
An analysis of the existing utilities which are located around Block 49 indicate that there is adequate service for the intended uses planned for the block.

There may be upgrades required to specific services dependent upon the eventual use, but they are not expected to be unusual.



VICINITY MAP

BK 7 001 PG 1509



600 SOUTH

500 SOUTH

400 SOUTH

BROADWAY

200 SOUTH

100 SOUTH

SOUTH TEMPLE

200 WEST

300 WEST

400 WEST

MAIN ST

WEST TEMPLE

SALT PALACE

DELTA CENTER

PIONEER PARK

POST OFFICE PLACE

PIERRENT

BLOCK 49

GREEK ORTHODOX CHURCH
LA FRANCE APARTMENTS

PIONEER PARK

BK7001PG1610

III. BLOCK 49 EXISTING CONDITIONS

The property presently owned by the Redevelopment Agency of Salt Lake City on Block 49 consists of approximately 7.5 acres on the northern portion of the block. The site has frontage on 300 West, Broadway and 200 West Streets. The site is relatively flat with a gentle slope from east to west.

Cultural Resources

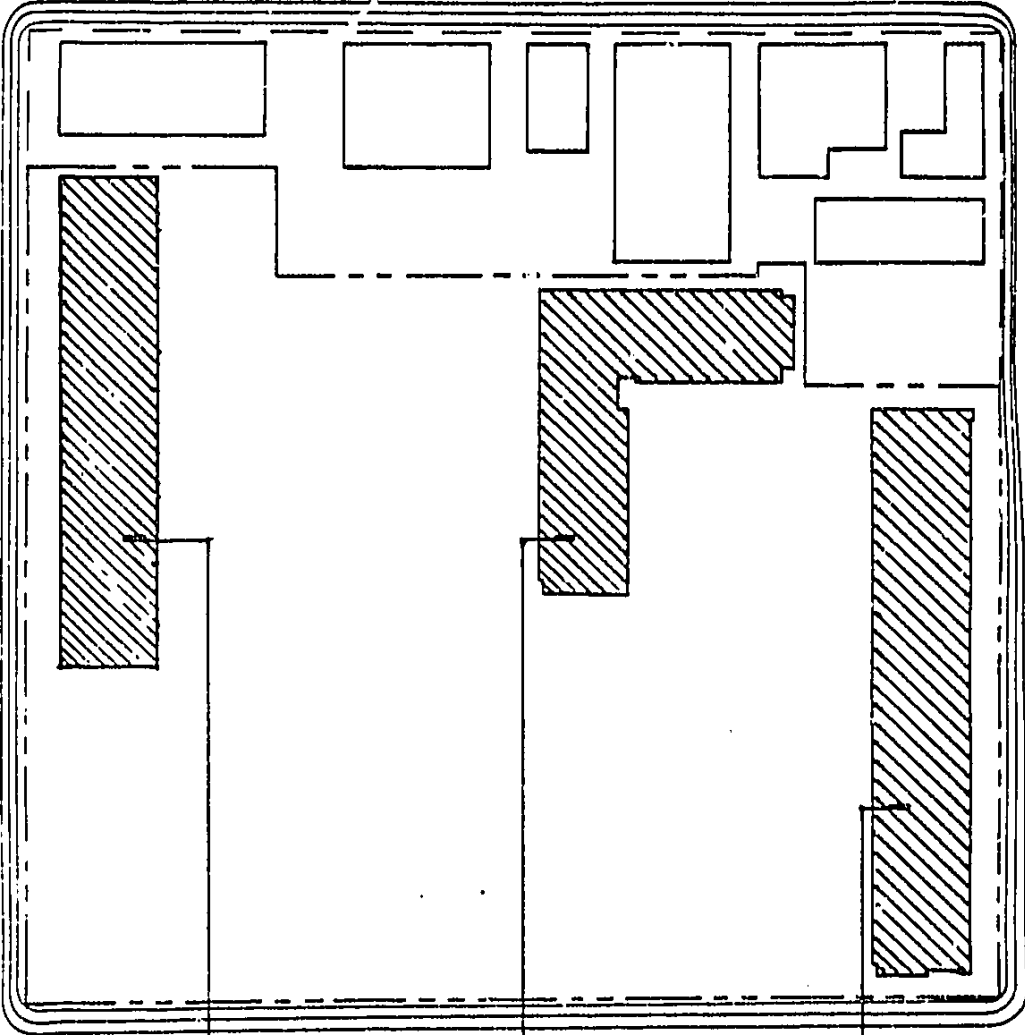
In the southeast portion of the property, an archaeological site has been identified that has interesting possibilities for future investigation and study. The research prepared to date indicates the possibility that the site was, in essence, the prehistoric beginning of Salt Lake City, a site visited by many different cultures over an extended period of time. This site offers tremendous opportunities for interactive and public excavation, documentation and exploration of the archeological remains as well as the creation of a potential theme for the development of the block.

Existing Structures

At the present time, there is an abandoned, unfinished apartment complex on the site. The original plans called for four apartment buildings (two with underground parking) and two clubhouses. Two of the apartments, Buildings "C" and "D", are partially completed. An underground parking structure under Building "A" is also partially complete.

Building "C" is a three-story building designed for 21 one-bedroom units and 42 two-bedroom units. Building "D" is a four-story building constructed over an underground parking structure containing 75 stalls. The building is designed for 36 one-bedroom apartments and 68 two-bedroom apartments.

Buildings "C" and "D" are sheathed with wafer board and have a roofing felt applied for weather protection on their gable roofs. Since the buildings have been erected for several years, a certain amount of deterioration has taken place. This condition has been addressed in letters from both Salt Lake City Building and Housing Services dated February 27, 1991, and by Calder-Kankainen Consulting Engineers, Inc., dated February 20, 1991. Both letters point up Uniform Building Code deficiencies and the extent of weather damage. However, there appear to be no problems observed that cannot be solved.



BUILDING 'A'
 UNDERGROUND
 FOUNDATIONS

BUILDING 'C'
 THREE STORY
 63 UNITS

BUILDING 'D'
 FOUR STORY
 104 UNITS
 UNDERGROUND
 PARKING
 75 CARS

BROADWAY

300 WEST

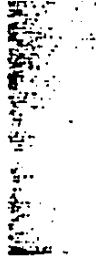
400 SOUTH

BLOCK 49

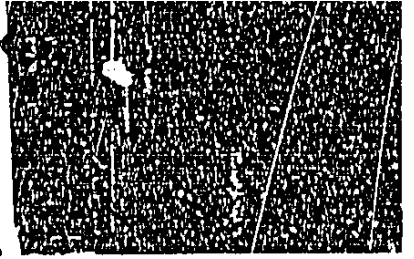
EXISTING STRUCTURES



BK7001PG1612



BUILDING "D"
LOOKING WEST



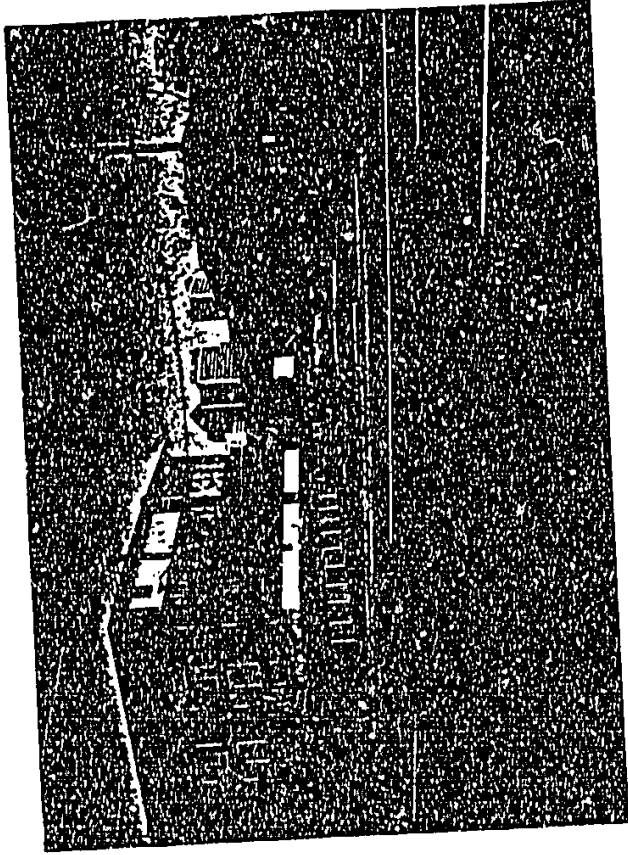
BUILDING "D"
FROM PIONEER PARK

BK 7001 PG 1613

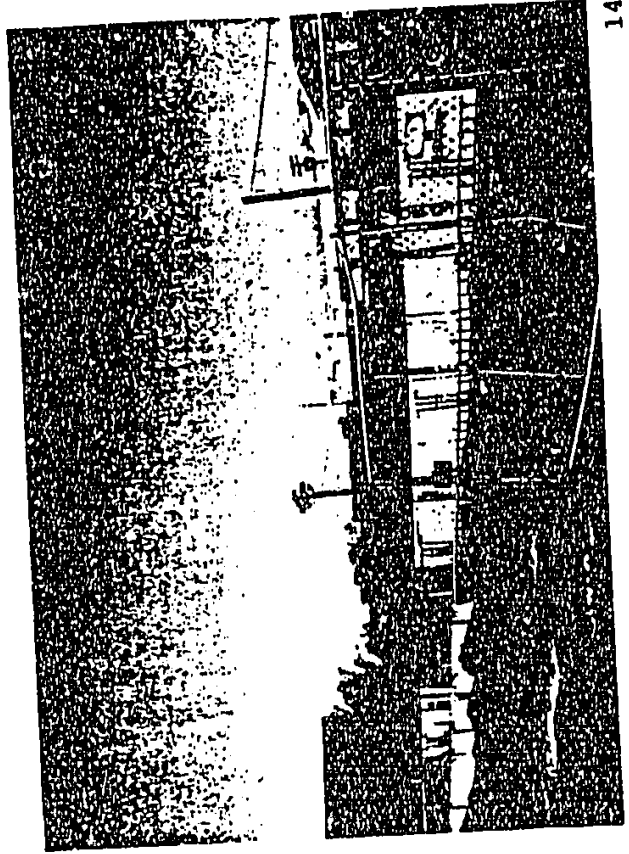
EXISTING STRUCTURES
LOOKING SOUTHWEST

BUILDING "C"
LOOKING NORTHWEST

BK7001PG1614



BUILDING "D", BUILDING "C"
LOOKING EASTERLY



FOUNDATION, BUILDING "A"

IV. BLOCK 49 SCHEMATIC DEVELOPMENT PLAN

Goals of the Plan

Block 49 is a critical block in the west downtown area of Salt Lake City. In order to live up to its potential, to capitalize on its assets, and to be a positive influence on surrounding uses, several important goals must guide the block's development. These goals are the "Statement of Intent" or the philosophical commitment on which final design proposals will be evaluated. They are important critical concepts that will determine the success of development on the block, and its ability to support, reinforce, and enhance the overall development goals of the City. Toward that end, the goals of the Block 49 Schematic Development Plan are:

- To be a positive influence on development in the west downtown area that is compatible with and supportive of existing desired uses in the area.
- To develop a mixture of uses desired by the public and determined to be economically feasible that reflects a sincere desire to maintain the sense of an urban residential community in the downtown area.
- To create a 24 hour population on the block with permanent residential units and hotel rooms.
- To maximize the viability of all proposed uses with maximum exposure, visibility, and accessibility.

- To create day and night time activity generated by the hotel, retail space, the cultural facility, and activities.

- To encourage public use of the block by providing a pedestrian-friendly atmosphere that is reinforced with good urban design concepts.

In addition to the goals listed above, the development of the project should take advantage of the existing cultural resource to establish an atmosphere of pride in Salt Lake City's multi-cultural history and excitement about its future.

Schematic Development Plan Land Uses

The schematic development plan described in this document is the result of public input regarding land uses and activities, economic analysis of those uses to confirm viability, and planning tests which confirm that physical requirements of each use are realistic and can fit on the block. During the economic viability study, input from interested parties and the CPPA process identified four major proposed land use elements for further evaluation, all of which are consistent with the West Downtown Master Plan, and the planning objectives of Salt Lake City. The proposed uses are: housing, hotel, cultural facility, and residential-support commercial.

The economic analysis of each of the land uses resulted in a program of uses desired on the block and determined how much of the total 7.5 acres each may occupy. In order to assure that

neighborhood retail commercial support uses receive high priority for development, they were linked in a package with residential development. Renovation of the existing apartment structures for approximately 120-150 affordable housing units, and the neighborhood retail uses of 12,000-15,000 square feet of grocery and 7,000-8,000 square feet of specialty retail require 3.5 acres of the site. The 200 room hotel needs 2.0 acres, and the cultural facility will fill the remaining 2.0 developable acres on the block.

Schematic Development Plan Physical Requirements

The Schematic Development Plan program and land uses were further refined to evaluate the impact that site development needs and zoning ordinances would have on how the uses were finally arranged and how they would relate to each other. Most city requirements were not a problem and could easily be achieved in the C-3 zone. However, parking requirements proved to be a major obstacle to achieving the goal of developing an aesthetic environment--they simply required too much land area on the block to the detriment of public space and the development of a good neighborhood environment.

Structured parking had been all but eliminated in the Economic Viability Study because of costs, and surface parking resulted in acres of asphalt and insufficient room to provide public space, pedestrian corridors, landscaping, buffers, etc. Consequently, the reduced parking recommended in the Economic Viability Study became critical to planning the block. The size of the grocery retail area is reduced to the minimum 12,000 square feet, primarily because the additional 10

parking spaces are extremely difficult to accommodate on the site; and the number of housing units is set at 125 so that the 75 existing underground parking stalls could be fully utilized with only an additional 50 surface parking stalls required. The hotel use is planned with one-third less parking spaces than required by zoning, and the cultural facility will not develop any parking. These reduced parking requirements and sizes of the proposed uses have been tested on the site allowing for enough space for functional vehicular circulation and adequate pedestrian circulation corridors and public space, and have been found to work.

The results of this analysis were presented at a public meeting in February 1992 involving earlier participants in the CPPA process, city staff, RDA staff, and the consultant team. The alternative site layout plans presented explored a variety of vehicular access and circulation schemes; alternative pedestrian systems including corridors and public plaza space; parking and service area configurations; the relationship and interaction with surrounding blocks in the area; the relationship and interaction between uses on the block; and community and neighborhood enhancement concepts.

The results of that process yielded the following directives from the community:

- Reduce parking as suggested.
- Develop an interior roadway to avoid entering the block through numerous parking lots.

Phase I - Housing and Retail

Placing these uses as the first development priority will diminish the undesirable effect of the existing boarded structures have on the block and on the immediate area. The immediate development of retail space will offer a neighborhood amenity to both the existing and proposed housing.

Phase II - Hotel

The development opportunities for a hotel use are strong on this site and should be encouraged following the completion of the housing/retail project.

Phase III - Cultural

The cultural facility may be the final phase of the block as it may take some time to identify the ultimate user and to secure the required funds for construction of such a facility.

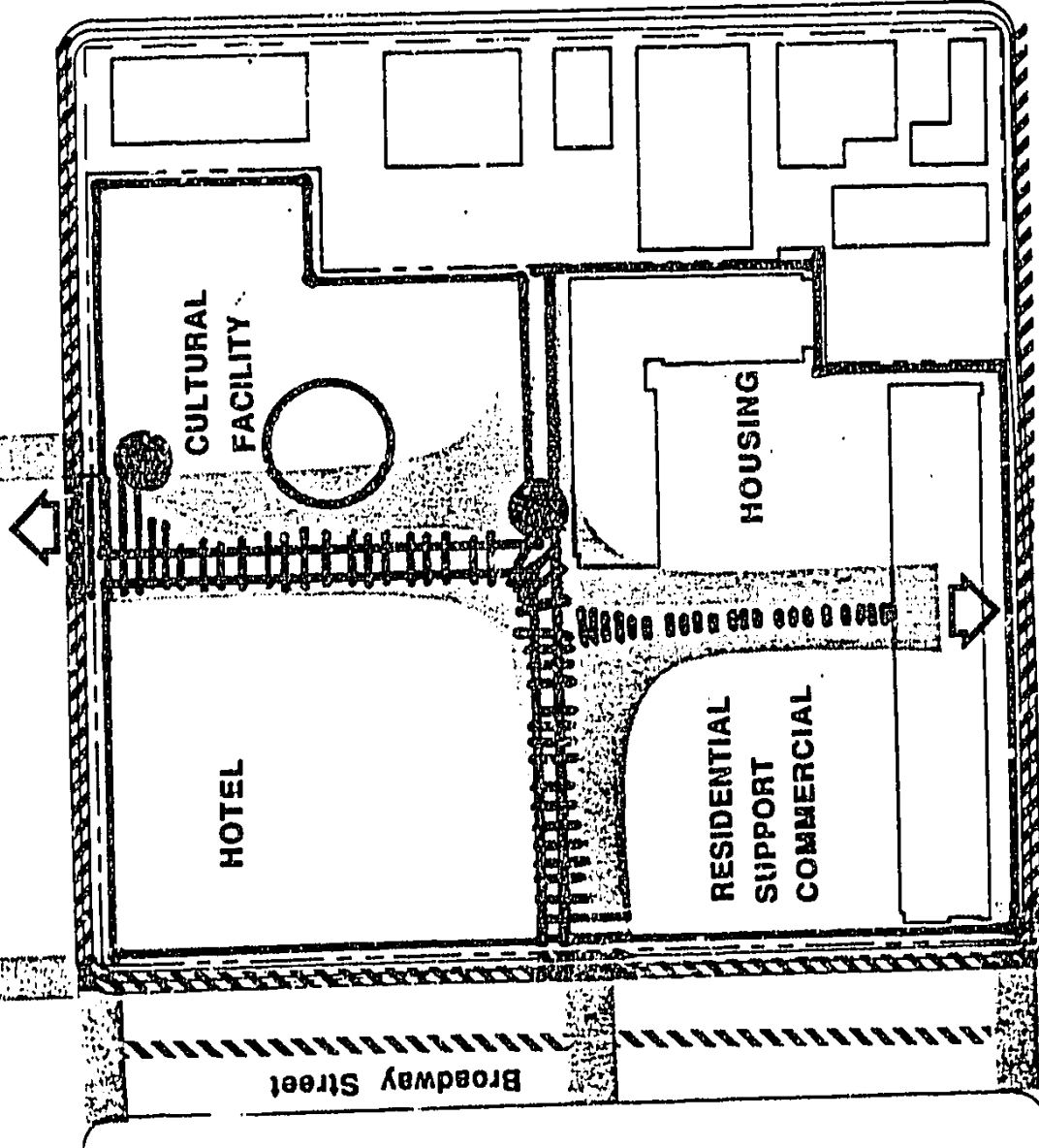
- Provide clearly defined pedestrian use throughout the block that reduces conflict between vehicles and pedestrians.
- Provide ample public space and landscape.
- Orient the retail uses toward 300 South Street.
- Provide a strong corner on 300 South and 200 West with the hotel development.
- Renovate the existing structure on the west to permit views to Pioneer Park.
- Install streetscape improvements including a landscaped median on 300 South to establish a neighborhood quality to the streetscape.

These directives have been incorporated in the overall Schematic Development Plan for Block 49 as shown in the graphic. The Schematic Development Plan illustrates conceptually where important uses are located and how major circulation systems may function. While definitive areas are shown on the plan, details have been eliminated to allow the developer maximum flexibility in design within the parameters of this plan. Development Guidelines which will follow in a supplemental document will provide additional guidance.

Phasing

It is likely that the project will be constructed in phases. The recommended phasing sequence is as follows:

200 West Street



400 South Street



Cultural Resource Opportunity



Primary Pedestrian Circulation Zone



Primary Vehicular Circulation Zone



View Corridors



Visual Focus Features



Streetscape Improvements

HOTEL

200 rooms
133 parking spaces

CULTURAL FACILITY

RESIDENTIAL SUPPORT COMMERCIAL

12000 s.f. grocery
8000 s.f. retail/commercial
40 parking spaces

HOUSING

125 residences
75 underground parking spaces
50 surface parking spaces

300 West Street

SCHEMATIC DEVELOPMENT PLAN

V. SCHEMATIC DEVELOPMENT PLAN ISSUES

The Schematic Development Plan graphic elaborates on the important issues that must be addressed by proposals on the block. These issues are reiterated and described more fully in the following.

Block 49 Relationship to Surrounding Blocks

The activities and uses planned to occur on Block 49 are very compatible with the surrounding land uses, and complementary to existing uses. Pedestrian access and activity between Block 49 and those surrounding it should be easily identified and comfortably accomplished. Mid-block crossing and attractively designed entries into the block will be required.

Especially important are:

- Surrounding residential access to neighborhood commercial uses on the block.
- Interaction between restaurant and other nighttime activity generators on surrounding blocks should flow easily between Block 49 uses.
- Hotel use on the corner of Broadway and 200 West Street should interface with other hotels and the central business district.
- Pioneer Park should be accessible, both visually and physically.
- Pedestrian and vehicular accessibility to proposed use on the block should be clear and convenient.

Cultural Resources

The cultural resources on the block represent an important and unique opportunity on Block 49. The tradition of use in the Block 49 area dating back at least to Fremont Indians and Early Pioneers is known. Opportunities to exhibit artifacts and structures from these earlier uses should be integrated into the block's final design and configuration. Regardless of at what level the historic uses become a part of the development, their importance should be acknowledged on the block in a manner which encourages people to become aware of this early Salt Lake City history.

- Cultural use on the block should have a strong pedestrian emphasis and connection which provides for linkages to other uses on the block. They should be visible from the street and sidewalk, and easily accessed from the sidewalk along 200 West.
- Cultural use should incorporate public space other than pedestrian corridors, i.e. plaza, landscaped courtyard, outdoor interpretive area, amphitheater, etc. The opportunities are numerous, and should be inviting and pleasant for the visitor.
- Cultural uses should be identified with graphic displays, signage, interpretation, monuments, art, or other elements which clearly acknowledge their importance to the City.
- Indoor public space which displays artifacts or otherwise provides public access to

and/or information about the history of the resource should be easily identified from the street and inviting to the pedestrian. Interested persons should not feel that they are trespassing--they should feel invited.

Pedestrian Access and Use Throughout the Block

The most dramatic observation derived from the land use analysis is that Block 49 is poised between a relatively large concentration of hotels, motels, and inns to the south; and several civic, cultural, and public facilities to the north. Downtown hotels serve tourists, travelers, conventions, and business persons in Salt Lake City who are often participating in activities taking place in the civic and cultural facilities such as the Salt Palace, Capitol Theater, Symphony Hall, Arts Center, Expo Mart, the new Delta Center Arena, Artspace and other gallery district uses, major shopping malls, etc.

Block 49 should serve as a crossroads for pedestrians and transportation needs occurring both north-south and east-west in the west downtown area. Pedestrian access which facilitates movement through the block, with linkages and public plaza spaces and adjoining pedestrian systems are necessary elements which encourage people to enter a space, and accommodate their needs and interests once they are there.

In addition to corners, pedestrian corridors should be provided to enhance the existing pedestrian circulation systems in the city and to specifically accommodate circulation in the following mid-block locations:

- North across Broadway (300 South Street) to facilitate pedestrian circulation between the two blocks.
- East across 200 West Street to facilitate pedestrian circulation between a proposed extension (pedestrian or vehicular) of Post Office Place and Block 49. The proposal would have Post Office Place extend mid-block through from West Temple to 200 West.
- Allow space for a future access to the south, assuming that property owners along 400 South can be encouraged to cooperate in an additional mid-block connection.
- Pedestrian corridors and linkages should be articulated with pedestrian scale furnishings, lighting, paving materials, public art, trees, and other plantings, and should accommodate the needs of disabled and elderly people, parents with strollers, and vendors with carts.

Vehicular Circulation

Vehicular access for automobile, service and emergency vehicles, and public transportation will require penetrations into the block. The best locations for access are along Broadway and 200 West. Access for public transportation should be accommodated at the street edges, and may extend to the interior of the block if pedestrian/vehicle conflicts can be minimized or eliminated, and the scale of the delivery system fits the interior of the block, i.e. a shuttle trolley rather than a bus.

Vehicular entry into the block should be achieved through the use of a common interior roadway with points of access on Broadway (300 South) and 200 West. This is a preferred vehicular access concept, rather than site access entry through numerous parking lots. The interior roadway will serve as primary access to interior parking lots and structures, and areas dedicated to service for uses and buildings. The interior roadway should be articulated and reinforced with other site design features such as lighting, trees and other plantings, special paving, etc.

The interior roadway may be either private or dedicated to Salt Lake City. A public right-of-way would only include the loop connection between 200 West and Broadway. The drive to the residential structure and other parking lots would be private. A public roadway would be required to meet Salt Lake City specifications; a private roadway could be narrower in width than city requirements. The interior roadway should be coordinated with Salt Lake City Transportation Engineering, and take into consideration a possible future Post Office Place extension.

Drives and parking lots should be shared whenever possible. They should be kept to a minimum, and designed so that pedestrian, service, and vehicular conflicts are minimized. Parking should be located behind the structures and toward the interior of the block whenever possible. The intent is to concentrate activity and building focus on the streets, particularly Broadway and 200 West.

Structured or subsurface parking is preferred over surface parking and is encouraged wherever possible. Parking lots should be landscaped and

should have landscaped interior islands to minimize the visual impact of large expanses of asphalt.

Service areas should be screened and buffered from pedestrian corridors; surrounding streets, residential units, and other public use areas using materials compatible with the architecture and adjacent site features.

Public Plaza Space

Adequate space dedicated to public pedestrian use includes streetscapes as well as public plazas, pedestrian corridors, outdoor eating and gathering areas, amphitheaters, and other performance areas, public markets, etc. The size of the public space is difficult to determine, and its configuration can vary greatly depending on specific uses and how they are organized on the block, and the activities that will take in the space. Public space should be a part of the overall pedestrian linkage to a city-wide pedestrian system of corridors, plazas, streetscapes, and activity areas, as well as those developed within the block. It should be visible to and from the street with major portions exposed to the street.

Public space should include elements of visual interest and complexity in the spaces using landscape, seating areas, furnishings, fountains, changes in grade, public art, etc. to add interest and excitement to the public spaces. It should be oriented to receive maximum year-around sunshine with shade provided by structures and tree canopy.

The public space should offer variety in the size and character of spaces--small intimate spaces

off the main circulation paths and larger gathering spaces near activity areas. Activities and food--markets, food carts, outdoor eating areas and restaurants, performances and other gatherings in appropriate spaces in plazas, along the streetscape, and along pedestrian corridors, are attractive to people using public spaces.

View Corridors

Several important view corridors must be preserved on the block. These corridors serve as visual connections to the rest of the city and to the regional context of Salt Lake City. Important view corridors are as follows:

- West through the block and toward Pioneer Park. Modifications to the existing residential structure will allow visibility through the existing building and toward the park.
- East from interior public space to streetscapes and distance views to the mountains.
- All major pedestrian access points into the block and vehicular entries should terminate in a pleasant view and/or focal point, or have some focal feature which draws people into the space.

Screening and Buffering

Screens and buffers between visually unacceptable elements of the development should be provided, i.e. storage and service areas, trash dumpsters, HVAC equipment and transformers, and others. Screens and buffers should be a mixture of

architectural and landscape elements. Existing uses to the south of the block should be screened and buffered as much as possible from the renovated housing structures. Screening from the upper levels will be difficult; however, a sight-obscuring fence and landscaping are needed at the lower level. Existing trees along the property line are not generally considered acceptable landscape trees, but their current size does provide for some screening in the upper levels, particularly in the summer months, and should be preserved.

Special Features

Special features may be fountains, public art, architecture, landscape, or other attractive elements on the site; and site furnishings such as seating, lighting, signing and graphics, and other public amenities. Special features should be incorporated into the design in ways that encourage pedestrians to use the block, to direct and lead pedestrians into and through the block, and to accent views at pedestrian and vehicular entrances.

Street Environment

The intent of the Schematic Development Plan is to emphasize the urban neighborhood quality of the Block 49 area. Much of that neighborhood quality is achieved on the street.

- Streetscape improvements including sidewalk, paving, lawn parking strips, street trees, and lighting are desired for the block. These should follow the West Downtown design plans of Salt Lake City.

Interaction Between Uses on Block 49

It is important that all of the proposed uses be "good neighbors" to each other, and that as much interaction between them be encouraged through providing good visual and physical access. The more activity on the block, the more interest people will have in being there.

Intra-block relationships will require sensitive design solutions. Outdoor space must be provided between the residential structures to encourage use and interactions with residents. In addition, it will be important for all of the uses to present a "front door" to the interior of the block as well as the street environment. Of particular concern is the relationship between the cultural facility and the eastern-most residential structure. The cultural facility will not be permitted to encroach on the residential facility and must allow adequate space between the structures for public use.

Quality of Development

The intent of this Schematic Development Plan and the Design Guidelines to follow is to achieve a high level of quality in improvements on the block. Specific materials and design solutions will not be defined; however, the overall quality of the design and materials will be a major evaluation criterion during design review.

A landscaped median on Broadway is desired in order to enhance the neighborhood and residential quality of the area. Public input has suggested that the median extend all along Broadway to the Rio Grande Depot to the west.

The street wall is also important to the character of the neighborhood. Buildings should be strongly oriented toward Broadway, and should be inviting to pedestrians, and provide for interaction between street activity and activity inside the buildings. There should be openings onto the street, and visibility into the structures at street level.

Existing on-street parking should be preserved.

The street environment on 300 West is also important and should relate to Pioneer Park. Street trees, walks, lighting, and landscaping between the structure and the road must be an integral part of the residential structure.

Building Massing and Scale

Building heights should be higher toward the eastern edge of the block and lower toward the west. This fits with existing patterns of development in the City as well as a future vision of the City. Buildings should have a strong orientation to the street, particularly retail uses on Broadway and the hotel use on the corner of Broadway and 200 West Street.