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8/10/2018 11:09:00 AM \$116.00
Book - 10701 Pg - 7091-7144
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DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR
THE CROSSROADS AT TAYLORSVILLE
(WEST PHASE)
TAYLORSVILLE, SALT LAKE COUNTY, UTAH

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Exhibits

- Exhibit "A" - Legal Description of the Parcels
- Exhibit "B" - Site Plan
- Exhibit "C" - Shopping Center Use Restrictions
- Exhibit "D" - Prohibited Uses
- Exhibit "E" - Depiction of the Development and Location of Existing Signs

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
(WEST PHASE)

THIS **DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS** (this "Declaration") is made as of the ___ day of _____, 2018, by TPP 217 Taylorsville, LLC, a Delaware limited liability company ("Declarant").

Preliminary Statements

The following preliminary statements are a material part of this Declaration:

A. Declarant is the owner of the Shopping Center depicted on the Site Plan. The Shopping Center is to be operated as an integrated commercial shopping center.

B. Declarant desires to subject the Shopping Center to the covenants, conditions and restrictions set forth in this Declaration and to establish the easements described in this Declaration for the mutual benefit of Declarant and its mortgagees, tenants and their respective successors and assigns.

C. Capitalized terms used in the foregoing preliminary statements have the meanings set forth in Article I below.

ARTICLE I.

DEFINITIONS

For purposes of this Declaration, the following terms shall, unless otherwise indicated, have the following meanings, and the use of the singular shall include the plural:

1.01 **Access Drives**: Those Shopping Center driveways described in Section 2.05.

1.02 **Assessments**: Collectively, Regular Assessments, Additional Assessments, Special Assessments, and such other amounts payable by an Owner under this Declaration in accordance with Section 5.01 hereof.

1.03 **Building**: Any permanently enclosed structure placed, constructed or located on a Parcel, which shall include any appurtenant canopies and supports.

1.04 **City**: Taylorsville, Utah.

1.05 **Common Areas**: All portions of the Shopping Center located outside the exterior edge of the exterior walls of the Buildings as such areas may be designated and modified from time to time pursuant to the terms of this Declaration, but excluding and any outdoor seating area and other areas used and maintained exclusively by an Owner or Occupant or their invitees and customers. The general term "Common Areas" includes, without limitation, all parking areas, landscape areas, aisles, driveways, curb cuts, walkways, sidewalks, roadways, loading areas (unless indicated on the Site Plan to the contrary), service roads, trash facilities, lighting facilities (if used to illuminate the Common Areas), common signage, common utility, mechanical,

telephone and electric facilities and related service areas and enclosures, service access areas and hallways, roofs, surface drainage facilities, traffic control signs and fences, water features, above and below ground detention areas, and any other portion of the Shopping Center intended for the benefit of the Owners and their respective Occupants, guests, licensees and invitees.

1.06 Common Expenses: The expenses described in Section 5.01 hereof or otherwise specified as Common Expenses in this Declaration.

1.07 Declarant: TPP 217 Taylorsville, LLC, a Delaware limited liability company, so long as such limited liability company is the Owner of a majority of the Land Area of any Parcel, after which the term "Declarant" shall mean the successor Owner of the majority of the Land Area of the Declarant's Parcel.

1.08 Declarant's Parcel: The Parcel designated on the Site Plan as the "Declarant's Parcel." If the Declarant's Parcel is hereafter subdivided, the Declarant's Parcel shall mean that Parcel containing a majority of the Land Area of the former larger Parcel.

1.09 Development: The integrated retail and mixed use development known as "Crossroads at Taylorsville" consisting of (i) the Shopping Center (also referred to as the "West Phase"), (ii) the "North Phase" and (iii) the "South Phase." The Development is generally depicted on Exhibit "E" attached hereto.

1.10 Existing Signs: The existing pylon signs, monument signs and other signs located within and serving the Development and its Owners and Occupants. The location of each of the Existing Signs is generally shown on Exhibit "E" attached hereto.

1.11 Floor Area: The aggregate of the actual number of square feet of space contained on each floor within a Building, including basement, subterranean, balcony and mezzanine space, irrespective of whether actually occupied, and including any outdoor seating area and other areas used exclusively by an Owner or Occupant or their invitees and customers. Floor Area shall be measured from the exterior faces of the exterior walls or store front and/or the center line of any common walls. Within thirty (30) days after receipt of a request therefor, an Owner shall certify to the requesting Owner the amount of Floor Area applicable to such Owner's Parcel.

1.12 Force Majeure: Strikes, lockouts, inability to procure materials or permits, power failure, acts of God, governmental restrictions, civil commotion, terrorism, war, fire, unavoidable casualty, unusually severe weather or other causes beyond the control of a Person; provided, however, that lack of funds shall not be deemed to be a cause beyond the control of such Person.

1.13 Foreclosure: Any of the following: (i) the judicial foreclosure of a Mortgage; (ii) the exercise of a power of sale contained in any Mortgage; or (iii) the conveyance of the property encumbered by a Mortgage in lieu of foreclosure thereof.

1.14 Improvement: Any Building, structure or other improvement of any kind or nature whatsoever in, on, over, under, through or across any Parcel, whether permanent or temporary, stationary or moveable, or above, on, or below ground level, including, without limitation, all land preparation or excavation, landscaping, parking structures, parking areas,

paving, site improvements, trackage, fences, walls, exterior screening, poles, towers, antenna, aeriels, lighting, driveways, ponds, lakes, fountains, decks, benches and walkways, jogging paths, utility facilities, signs, exterior communications equipment and facilities, and any construction, alteration or other activity that affects the exterior color or appearance of any Building or other structure.

1.15 Land Area: The total gross square footage of land contained within a Parcel.

1.16 Mortgage: Any mortgage or deed of trust [or any leasehold mortgage, between any Occupant and any third party institutional lender (or its trustee)], filed in the Recorder's Office of Salt Lake County, Utah, encumbering any portion of the Shopping Center.

1.17 Mortgagee: The mortgagee, beneficiary or grantee, as applicable, under any Mortgage.

1.18 Non-Segregable Expenses: Costs and expenses incurred by Declarant for the maintenance and repair of items of the Common Area that cannot be practicably segregated or allocated between or among the Parcels. By way of example, Non-Segregable Expenses may include costs and expenses incurred by Declarant to maintain, repair and replace, when necessary, (i) utility lines located within the Common Area that are not dedicated to the public or conveyed to any public or private utility and that benefit Buildings located on multiple Parcels (e.g. the "main" or "trunk" lines or systems), and (ii) the improvements for the primary entrances and drive aisles of the Shopping Center as shown on the Site Plan, including all hardscape located within such drive aisles.

1.19 Occupant: Any Person from time to time entitled to the use and occupancy of any portion of a Building in the Shopping Center under an ownership right or any lease, sublease, assignment, license, concession, or other similar agreement.

1.20 Outparcels: Collectively, the Parcels designated on the Site Plan as "Outparcels"; each of the Outparcels is referred to individually as an "Outparcel".

1.21 Owner: (i) Any Person who is the record owner of fee simple title to any Parcel or any portion thereof, according to an instrument of conveyance filed in the Recorder's Office of Salt Lake County, Utah, or (ii) a Prime Lessee as to a Parcel that is subject to a Prime Lease. Each Parcel may have only one Owner, provided that the record holder of fee simple title to a Parcel subject to a Prime Lease shall be jointly and severally liable with the Prime Lessee with respect to all obligations and liabilities of the Owner of the Parcel under this Declaration (including, without limitation, any default hereunder with regard to the construction, ownership, use, maintenance or operation of such Parcel).

1.22 Parcel: Individually or collectively, one or more of the four (4) separate legal parcels of which the Shopping Center is comprised, as such parcels are described on Exhibit "A" attached to this Declaration. Each Parcel includes both the Land Area and Improvements thereon. In the event any Parcel is subdivided after the date of this Declaration, each such subdivided portion of the former larger Parcel shall be deemed to be a Parcel.

1.23 Person: An individual, partnership, joint venture, co-tenancy, association, corporation, limited liability company, business trust, real estate investment trust, trust, banking association, federal or state savings and loan institution, or any other legal entity, whether or not a party hereto.

1.24 Prime Lessee: An Occupant of an entire Parcel that is not the Owner of such Parcel pursuant to a lease (a "Prime Lease") by which such Prime Lessee is subject to all, or substantially all, of the obligations and responsibilities relating to the ownership and operation of such Parcel and any business thereon.

1.25 Shopping Center: Collectively, all of the Parcels.

1.26 Site Plan: The site plan attached to this Declaration as Exhibit "B" and incorporated into this Declaration for all purposes.

1.27 State: The State of Utah.

1.28 Taxes: As defined in Section 4.03.

ARTICLE II.

PROPERTY USE RESTRICTIONS

2.01 Shopping Center Use Restrictions. Each Parcel is and shall be subject to the use restrictions set forth in Exhibit "C" hereto (collectively, the "Shopping Center Use Restrictions") arising from the tenancies of those leases described in Exhibit "C" (collectively, the "Existing Leases"; each of the Existing Leases is referred to as an "Existing Lease"). Upon the expiration of an Existing Lease (as such lease may be extended, assigned, or sublet without change to the Shopping Center Use Restrictions contained therein), the Shopping Center Use Restrictions applicable to the terminated Existing Lease shall no longer apply to the Parcels.

2.02 Common Area Restrictions. As described or depicted on the Site Plan, certain portions of the Common Areas are and shall be subject to restrictions and covenants arising from the Existing Leases (collectively, the "Common Area Restrictions"). Upon the expiration of an Existing Lease (as such lease may be extended, assigned, or sublet without change to the Common Area Restrictions contained therein), the Common Area Restrictions applicable to the terminated Existing Lease shall no longer apply to the Common Areas.

2.03 Prohibited Uses. No part of the Shopping Center shall be used for any of the uses (herein so called) set forth in Exhibit "D" (collectively, the "Prohibited Uses"; each of the Existing Leases is referred to as a "Prohibited Use") without first obtaining the prior written consent of Declarant, which may be withheld in Declarant's sole and absolute discretion.

2.04 Violation of Shopping Center Use Restrictions, Common Area Restrictions or Prohibited Uses. If any Occupant violates a Shopping Center Use Restriction, a Common Area Restriction or a Prohibited Use, the Owner of the Parcel where such violation occurred ("Defaulting Owner") shall, within 30 days after such Owner's receipt of written notice of the violation, commence and diligently pursue, in good faith, the cure of the alleged violation. If not

resolved within 60 days, the Defaulting Owner shall commence an action against the Occupant, and thereafter shall use good faith efforts to enforce the violation and obtain Judicial Relief (hereinafter defined). If the Defaulting Owner fails to take the foregoing actions to cure the violation or obtain Judicial Relief, and such failure continues after the Defaulting Owner's receipt of written notice thereof from Declarant or from another Owner, then Declarant or any other Owner may (a) conduct and prosecute in its own name an action (including, without limitation, an action for injunctive relief) against the Occupant, at the Defaulting Owner's expense, or (b) in the event the right set forth in (a) above is not permitted to be exercised under applicable laws, to commence and prosecute an action in the name of the Defaulting Owner, at the Defaulting Owner's expense, and the Defaulting Owner shall cooperate with Declarant and/or the other Owner(s) with respect to such prosecution (including, without limitation, by executing any documentation or authorization reasonably required by a tenant in connection with such prosecution and by appearing at any hearing or trial with respect to such prosecution). In addition, the Defaulting Owner covenants to indemnify, defend and hold Declarant and the other Owners of the Shopping Center harmless from and against all loss, cost, liability or expense (including, without limitation, reasonable legal fees) incurred by Declarant and such Owner(s) by reason of any violation of the Shopping Center Use Restrictions, the Common Area Restrictions, and/or the Prohibited Uses occurring at such Defaulting Owner's Parcel. "Judicial Relief" shall mean a temporary restraining order, preliminary injunction, or other court order, or order resulting from an arbitration proceeding, enjoining the lease violation; provided, however, an appeal of any adverse decision denying Judicial Relief shall not be required.

2.05 No Interference with Common Areas. No use of any Parcel or any portion thereof shall be made that unreasonably interferes with the use of the Common Areas for their intended purposes or impedes the free flow of vehicular or pedestrian traffic within the Common Areas. The foregoing, however, shall not prohibit an Occupant from conducting sidewalk sales on the sidewalks immediately in front of its premises only; provided, however, that, except as otherwise approved by Declarant, (i) such sales shall be conducted at all times in a manner consistent with first-class commercial developments in the Taylorsville, Utah metropolitan area, and (ii) such sales do not interfere with or disrupt, in more than a *de minimis* fashion, the normal business operations of other Occupants of the Shopping Center, normal pedestrian access, the visibility of any other Occupant's premises or any signage thereon, or the use of the Common Areas by others as set forth in this Declaration. For purposes of clarification, neither the outdoor display of merchandise, without outdoor consummation of a purchase transaction, nor outdoor restaurant seating shall be deemed a "sidewalk sale" for purposes of the immediately preceding sentence of this Section 2.04. The foregoing clarification, however, shall not be deemed (x) to authorize, in and of itself, any Occupant to conduct outdoor display or seating or (y) to limit or modify any requirements, restrictions or prohibitions on outdoor use as may be contained in a lease or other occupancy agreement with an Occupant or otherwise applicable to such use under this Declaration.

2.06 Conformity to Site Plan; Amendments to Site Plan.

(a) Except as shown on the Site Plan, no structure shall be constructed in the Common Areas without the prior written consent of Declarant (which shall not be unreasonably withheld or delayed), except that each Owner may, with respect to such Owner's Parcel: (i) plant trees and other growing plants in the Common Areas pursuant to

a landscape plan which provides for the uniform distribution of trees and other growing plants throughout the Shopping Center, provided no tree or plant shall unreasonably interfere with (a) the visibility of any Occupant's building signage, except as otherwise may be required by applicable governmental authority or (b) the access to any Owner's Parcel; and (ii) construct other items or amenities customary for first-class commercial developments, such as signage (including advertising kiosks and directional signage), light standards, benches, gazebos, and free-standing restrooms, provided the same have been approved by Declarant, and the same shall not unreasonably interfere with access to any Parcel or the visibility of building signage or any other previously existing signage located on any Parcel. Subject to the provisions of Article VII of this Declaration, any changes to the Common Areas not permitted in the preceding sentence may be made only with the prior written consent of the Declarant; provided, however, that minor modifications of an immaterial nature to the Common Areas on an Owner's Parcel may be made by such Owner without such consent if such changes do not materially alter vehicular or pedestrian traffic flow, visibility, or parking arrangements upon, or access with respect to, the Shopping Center. No Owner shall permit the alteration of the size or location of curb cuts or private drives that provide access to and throughout the Shopping Center as shown on the Site Plan (collectively, the "Access Drives") without the prior written consent of the Declarant.

(b) Subject to the City's approval (if required under applicable law), Declarant may from time to time amend the Site Plan in any manner consistent with the statement of purpose set forth in Preliminary Statements of this Declaration, including, without limitation, any amendments that: (i) add, eliminate, or modify any Parcel; or (ii) add to, subtract from, or change the boundaries of any Common Areas; or (iii) designate particular design and/or construction requirements and standards for specific Parcels. In the event that Declarant so amends the Site Plan, Declarant shall be entitled to, unilaterally and without the consent of any other Owner, amend this Declaration for the purpose of replacing Exhibit "B" with a copy of the then-current, as amended Site Plan; provided, however, if such an amendment to the Site Plan modifies the Common Areas of any Parcel not owned by Declarant, then in order to be effective, the amendment must be approved in writing by the Owners of the affected Parcel(s).

2.07 Zoning. No Owner shall seek any permanent zoning change with respect to its Parcel without the prior written approval of the Declarant. The foregoing shall not prohibit any Owner from seeking any zoning variance or special or conditional use permit for any Occupant of its Parcel, so long as the same does not result in a permanent zoning change.

ARTICLE III.

RECIPROCAL EASEMENTS

3.01 Grant and Declaration of Reciprocal Easements. Declarant hereby reserves to itself and grants to future Owners of the Parcels, and for the benefit of each of the Parcels: (A) permanent, mutual, reciprocal and non-exclusive easements and rights to use the Common Areas as they exist from time to time for the purposes for which they are provided and intended, including, but not limited to, (i) ingress, egress, access, loading and unloading, vehicular and

pedestrian traffic, including commercial vehicular traffic such as delivery trucks, upon or across, as applicable, the parking areas, entrances, exits, driveways, walks or service drives located within the Common Areas; (ii) installation, connection, operation, maintenance and use of sanitary sewers, storm drains, detention basins, water lines, irrigation lines, electric lines, and gas lines, telephone lines, vaults, conduits and transformers and other utility lines and related facilities (which shall be located underground whenever required by applicable law); and (iii) the use of landscaping, directional signs and other areas intended for common use, and (B) permanent, mutual, reciprocal and non-exclusive easements upon, over and across the Access Drives, whether or not a part of the Common Areas, for the purpose of vehicular and pedestrian ingress, egress and access, including commercial vehicular traffic such as delivery trucks. Each Owner grants an irrevocable license to the other Owners for the purpose of permitting the lighting from one Parcel to incidentally shine on the adjoining Parcel.

3.02 Signs. Declarant hereby reserves to itself and grants to future Owners of all parcels in the Development, and for the benefit of each of the parcels in the Development: (A) permanent, mutual, reciprocal and non-exclusive easements and rights to access and make use of the Existing Signs in their current locations and sizes in the Development, where and as shown on Exhibit "E" attached hereto for the purposes for which the Existing Signs are provided, including, but not limited to, (i) ingress, egress, access, including commercial vehicular traffic such as delivery trucks, upon or across, as applicable, the parking areas, entrances, exits, driveways, walks or service drives located within the common areas of the Development to access and make use of the Existing Signs; and (ii) installation, connection, replacement, operation, maintenance and use of the signage on the Existing Signs. The Declarant reserves the right to approve changes in the signage placed on the Existing Signs and shall ensure that all Occupants in the Development have fair representation on the faces of the Existing Signs, subject to availability, as determined by Declarant in its sole discretion. The signage shall be timely updated as Occupants move in and out of the Development. The Existing Signs shall be used for the benefit of the Development, as a unified project, and shall be considered part of the Development regardless of whether there are different owners of the parcels within the Development.

3.03 Minimum Parking Requirements. All portions of the Shopping Center shall comply with applicable governmental parking requirements. Declarant, and each Owner by acceptance of a deed for such Owner's Parcel, hereby agree to cause the parking area on their respective Parcels to contain sufficient ground level parking spaces (exclusive of parking spaces used for cart corrals and/or recycle centers) in order to comply with all applicable governmental laws, codes, ordinances, rules and regulations. The foregoing covenant, however, does not (and shall not) prohibit Owners from hereafter entering into cross-parking agreements with one another in order to satisfy such governmental requirements, so long as the applicable cross-parking agreement (i) is permitted by applicable governmental authorities as a basis to satisfy the applicable governmental parking requirements, and (ii) does not (and will not) have an adverse effect on any Parcel that is not the subject of the cross-parking agreement as reasonably determined by the Declarant in writing. Prior to entering into a cross-parking agreement, the Owners who are to be parties to the agreement shall provide the proposed agreement to Declarant for its review and approval.

3.04 Temporary Use of Common Areas During Construction and For Maintenance and Repair. In connection with work performed at the Shopping Center, incidental encroachments upon the Common Areas as a result of the temporary use of construction equipment such as contractors' sheds, ladders, scaffolding, storefront barricades, and similar facilities resulting in temporary obstruction of portions of the Common Areas, shall be permitted hereunder so long as they are kept within reasonable requirements of construction or maintenance repair work expeditiously pursued; provided, however, that in the event any Access Drive is obstructed thereby, whether or not within the Common Areas, an alternate Access Drive must be provided at all times. A "construction staging area" on each Parcel, which shall either be designated on the Site Plan or reasonably agreed to by the Owners, may be used for temporary storage of construction equipment, material and vehicles being utilized in connection with the initial construction on a Parcel, subject to all of the other terms of this Declaration. Common Areas may be utilized for ingress and egress of vehicles transporting construction materials, equipment, and persons employed in connection with any work performed at the Shopping Center. Adequate fencing must surround the construction areas within each Outparcel at all times during which construction activities are in progress.

3.05 Barriers and Traffic Control. Except as provided in Section 3.03 above or as required by governmental authorities, no walls, fences, or barriers of any sort or kind shall be constructed or maintained in the Access Drives or the Common Areas, or any portion thereof, which shall prevent or impair the use or exercise of any of the easements granted by this Declaration, or the free access and movement, including without limitation, pedestrian and vehicular traffic, between the various Parcels; provided, however, subject to the other provisions of this Declaration, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as the Access Drives and access driveways to the parking areas of the Shopping Center are not closed or blocked during normal business hours and the traffic circulation pattern of the Common Areas, as depicted on the Site Plan, is not changed or affected in any way.

3.06 Reasonable Use of Easements.

(a) The easements granted above in this Article III shall be used and enjoyed by each Occupant in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Occupant at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith. Receipt and delivery of goods and merchandise and removal of garbage and trash for any Occupant shall be made only in the manner and areas reasonably prescribed from time to time by Declarant.

(b) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Occupant. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth herein, or to prosecute work on such Owner's own Parcel if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken

only in such a manner so as to minimize any interference with the business of the other Occupants or Owner. In such case, no affirmative monetary obligation shall be imposed upon the other Owner or Occupants, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Occupant(s) from all damages, losses, liens or claims attributable to the performance of such work.

ARTICLE IV.

OPERATION AND MAINTENANCE OF COMMON AREAS

4.01 Responsibility for Maintenance. The Declarant shall operate, maintain, repair and, as necessary, replace, all Common Areas located within the Shopping Center and shall keep the same in good condition and repair (consistent with standards of maintenance for the operation of comparable commercial developments in the Taylorsville, Utah metropolitan area), and in compliance with all applicable governmental laws, codes, ordinances, rules and regulations. Such maintenance, operation, repair and replacement shall include, but not be limited to, the following:

- (a) The care and replacement of all landscaping;
- (b) The maintenance, repair and replacement of concrete and asphalt paving and other surface materials used on drives, parking areas and walkways using, to the extent reasonably possible, the same type of material originally installed, to the end that drives, parking areas and walkways are at all times kept in a level, smooth and substantially uniform condition;
- (c) The marking, striping and directional signing of all parking areas;
- (d) The maintenance, repair and replacement of all common electrical and other common utility equipment, fixtures, lines, and facilities within the Common Areas so that the same are at all times in good operating condition;
- (e) The payment of all electrical, water and other utility charges or fees for utility services furnished to the Common Areas;
- (f) The removal of snow and ice, when necessary, and the sweeping and removal of rubbish and debris at least once a week, but more frequently if required;
- (g) The procurement of property insurance and commercial general liability insurance with respect to the Common Areas as provided in this Declaration; and

(h) The maintenance of any offsite facilities (i.e., facilities located outside the Shopping Center), such as offsite drainage facilities and offsite detention ponds and related facilities, serving the Shopping Center.

4.02 Lighting.

(a) Each Owner further agrees to keep any exterior Building security lights on from dusk until dawn, or during such hours as Declarant may reasonably determine from time to time. During the term of this Declaration, each Owner grants an irrevocable license to each other Owner for the purpose of permitting the lighting from one Parcel to incidentally shine on the adjoining Parcel.

(b) Upon receipt of a request from the Occupant of any other Parcel to keep the drive aisles lighted for periods of time beyond which the Occupant(s) of other Parcels would normally do so in connection with its/their normal business operations, the Occupant(s) of such Parcels shall keep the drive aisles located on such Occupant's Parcel lit for the time periods requested by such Occupant(s) conditioned upon the performance of the covenants in the following sentence. In connection therewith, the Occupant(s) requesting such extended lighting hours shall pay, or cause to be paid, promptly upon receipt of a reasonably detailed invoice therefor [but in any event within fifteen (15) days after receipt], its/their proportionate share of the increase in costs incurred by the Occupant(s) of such Parcel(s) for complying with such request.

4.03 Taxes. The Owner of each Parcel shall pay or cause to be paid all real property taxes and other special taxes and assessments levied against its Parcel and the Improvements thereon (herein called "Taxes"). Each Owner may contest at its own expense the existence, amount or validity of any Taxes or assessment levied upon its Parcel by appropriate proceedings (x) which shall prevent the collection of or other realization upon the Taxes, assessment, levy, fee, charge, lien or encumbrance so contested and (y) which shall prevent the sale, forfeiture or loss of the Parcel to satisfy the same. The other Owners, at the expense of the contesting party, shall cooperate with the contesting party and execute any documents or pleadings legally required or necessary for any such contest in form reasonably acceptable to such party. The contesting party shall indemnify and hold the other Owners harmless from any expenses, loss or damage suffered by the other Owners as a direct result of any such challenge or contest by the contesting party.

4.04 Common Area Liability Insurance. Each Owner or Occupant shall maintain or cause to be maintained insurance with insurance companies licensed to do business in Utah, against all statutory and common law liabilities for damage to property or injuries, including loss of life, sustained by any person or persons within or arising out of the use of the Common Areas on its Parcel, whether caused by any Owner's or Occupant's or their respective agents', guests', invitees', or customers' negligence or otherwise. Such policy shall provide limits on a "per occurrence" basis of not less than (a) \$2,000,000 with respect to injury to any one person, \$2,000,000 with respect to any one occurrence, and \$2,000,000 with respect to property damage arising out of any one occurrence, or (b) \$2,000,000 combined single limit coverage. The policy shall provide that it shall not be canceled or amended without at least ten (10) days' prior written notice to the Declarant. Such policy shall name the Declarant, Declarant's lender (and any other

parties requested by Declarant) as additional insured(s). Upon written request therefor, certificates of such insurance shall be delivered to the Declarant. The amount of coverage may be reassessed every five (5) years and adjusted to be equivalent to the prevailing market standard in Salt Lake County, Utah as reasonably determined by Declarant.

4.05 Declarant's Right to Delegate Maintenance Obligations. Notwithstanding the foregoing or any provision contained herein to the contrary, Declarant may, at its option, elect from time to time to delegate its obligations under Section 4.01 to any Owner, and require that Owner to assume those obligations, with respect to such Owner's Parcel, provided that Declarant delivers to the Owner a written Delegation Notice (herein so called) at least 30 days in advance of the effective date of the delegation. From and after the effective date of the delegation date (which shall be set forth in the Delegation Notice to the Owner), the following shall apply: (i) the applicable Owner, at its expense, shall be solely responsible for all obligations of Declarant under Section 4.01 related to its Parcel until the Take Back Date (hereinafter defined); (ii) Declarant shall be relieved of such obligations until the Take Back Date; and (iii) such Owner shall be relieved of any Assessments for those obligations under Section 4.01 that are performed by the Owner with respect to its Parcel; provided, however, that such Owner shall continue to pay its share of all other Assessments, including amounts thereof for Non-Segregable Expenses regardless of whether such Owner has assumed the obligations under Section 4.01 with respect to its Parcel. If Declarant delivers a Delegation Notice, Declarant may thereafter revoke its delegation by delivering a Take Back Notice (herein so called) to the applicable Owner, in which event Declarant shall be responsible for the previously delegated obligations under Section 4.01 effective as of the date (the "Take Back Date") set forth in the Take Back Notice, but in no event will the Take Back Date be sooner than 30 days after the Owner's receipt of the Take Back Notice.

4.06 Owner's Right to Assume Maintenance Obligations. Notwithstanding the foregoing or any provision contained herein to the contrary, each Owner may, at its option, elect from time to time to assume the obligations of Declarant under Section 4.01 above with respect to such Owner's Parcel, provided that such Owner delivers to Declarant a written Assumption Notice (herein so called) at least 30 days in advance of the effective date of the assumption. From and after the effective date of the assumption date (which shall be set forth in the Owner's letter to Declarant), the following shall apply: (i) the assuming Owner, at its expense, shall be solely responsible for all obligations of Declarant under Section 4.01 related to its Parcel until the Revocation Date (hereinafter defined); (ii) Declarant shall be relieved of such obligations until the Revocation Date; and (iii) such Owner shall be relieved of any Assessments for those obligations under Section 4.01 that are performed by such Owner with respect to its Parcel; provided, however, that such Owner shall continue to pay its share of all other Assessments, including amounts thereof for Non-Segregable Expenses regardless of whether such Owner has assumed the obligations under Section 4.01 with respect to its Parcel. If an Owner has delivered an Assumption Notice, the Owner may thereafter revoke its assumption by delivering a Revocation Notice (herein so called) to Declarant, in which event Declarant shall be responsible for the previously assumed obligations under Section 4.01 effective as of the date (the "Revocation Date") set forth in the Revocation Notice, but in no event will the Revocation Date be sooner than 30 days after the Declarant's receipt of the Revocation Notice.

ARTICLE V.

ASSESSMENTS

5.01 Assessments.

(a) Declarant, for all of the Parcels, covenants, and each subsequent Owner (including any purchaser at Foreclosure), by acceptance of a deed or other instrument granting or conveying title to such Parcel, whether or not it shall be so expressed in any such deed or other instrument, covenants and agrees, and shall be deemed to covenant and agree, to pay to Declarant the Regular Assessments, Additional Assessments and Special Assessments levied, assessed or imposed upon or against such Owner's Parcel pursuant to this Declaration, together with interest thereon if applicable, that shall be established and collected from time to time as hereinafter provided. Each Owner shall be obligated to pay such Assessments to Declarant monthly, quarterly, annually, or in such other reasonable manner, as Declarant shall designate from time to time.

(b) The Regular Assessments (herein so called) levied, assessed or imposed upon or against the Parcels will include Common Expenses incurred by the Declarant in (i) performing its duties to maintain, operate, repair, replace and insure the Common Areas, and (ii) performing any other services for the common benefit of all Owners and Occupants of the Shopping Center. The Common Expenses shall be assessed periodically (annually, quarterly or monthly as determined by Declarant) against and allocated to each Parcel on an equitable basis, as reasonably determined by Declarant, based on the benefit such Parcel has derived from the services provided by Declarant under this Declaration. If the Declarant, from time to time, reasonably determines that any of the services provided by Declarant benefit the various Parcels in a manner disproportionate to their contribution(s) of Regular Assessments, then Declarant shall be authorized to specially assess the Common Expenses related to such service in a manner reflective of the benefit derived from such services by the various Parcels.

(c) At or before December 31 of each year, as to each succeeding calendar year, Declarant shall prepare and submit in writing to the Owners a budget of the Common Expenses for the next succeeding calendar year to be paid from Regular Assessments collected from the Owners, together with notice of the amount of the Regular Assessment payable by each Owner during the ensuing calendar year. If the budget proves inadequate for any reason as reasonably determined by Declarant, then Declarant may levy at any time an Additional Assessment against the Owners and notify the Owners accordingly. If for any reason an annual budget is not adopted by Declarant as required hereby, a payment in the amount required by the last prior Assessment shall be due upon each Assessment due date until changed by a new budget adopted by Declarant. Common Expenses to be paid through Assessments shall include, but shall not be necessarily be limited to, the following:

(i) reasonable management fees (not to exceed four percent (4%) of the Common Expenses) and expenses of administration;

(ii) utility charges for utilities serving the Common Areas and charges for other common services for the Common Areas, including, without limitation, lighting, landscaping, landscape maintenance, trash removal, snow removal, street cleaning, sidewalk cleaning and other Common Area cleaning;

(iii) deductibles, retentions and co-insurance amounts under or premiums for comprehensive general liability, property damage, and any other insurance which is required to be maintained by Declarant hereunder or which Declarant may from time to time elect to obtain;

(iv) the expenses of construction, reconstruction, maintenance, operation, and repair of the Common Areas, including, without limitation, costs of labor, equipment, and materials incurred in connection therewith;

(v) such other expenses as may be determined from time to time by Declarant to be Common Expenses, including, without limitation, taxes, utility charges, and governmental charges not separately assessed against the Parcels;

(vi) any other expense identified in this Declaration as a Common Expense and any other cost or expense that is incurred by Declarant in carrying out any of its obligations or exercising any of its rights hereunder, regardless of whether such item is capital in nature without limiting Declarant's rights under this Section 5.01 and regardless of whether arising as a result of the negligence, misconduct, strict liability, act or omission of Declarant or any of its agents, contractors or employees (except to the extent actually reimbursed by insurance, an Owner or otherwise);

(vii) the establishment and maintenance of a reasonable reserve fund or funds (A) for maintenance, repair, and replacement of those portions of the Common Areas and Improvements that must be replaced on a periodic basis, and (B) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments or liens, as well as from emergency expenditures and other matters.

In any year in which there is an excess of Assessments over expenditures, Declarant shall either apply such excess or any portion thereof against and reduce the subsequent year's Assessments, or allocate the same to one or more reserve accounts described above.

(d) Any services provided by Declarant that do not benefit all the Parcels, as reasonably determined by Declarant, may be assessed solely (or in part) against the Parcel or Parcels so benefited and each benefited Owner's share based upon the Declarant's reasonable allocation of the benefit derived by each benefited Parcel.

(e) In addition to the Regular Assessments authorized above, Declarant may levy Additional Assessments (herein so called) for the purpose of defraying, in whole or in part, the cost of any capital addition to or capital improvement of the Common Areas (including, without limitation, the necessary fixtures and personal property related thereto), or for the cost of repair or replacement of a portion of the Common Areas

(including, without limitation, the necessary fixtures and personal property related thereto), which is for the benefit of all Owners. The due date for payment of any Additional Assessment shall be as specified by Declarant; provided, however, that Declarant may make Additional Assessments payable in installments over a period that may, in Declarant's discretion, extend beyond the calendar year in which the Additional Assessment is made.

(f) All sums assessed against any Parcel pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Parcel in favor of Declarant. Such lien shall be superior to all other liens and encumbrances on such Parcel except only for: (i) liens of ad valorem taxes; and (ii) the lien of any Mortgage. The subordination of the lien for Assessments to any Mortgages shall apply only to Assessments that have become due and payable prior to a sale or transfer of the mortgaged interest in and to such Parcel pursuant to a Foreclosure. From and after the date the holder of a Mortgage, or its successor, assignee or designee, or the acquirer upon Foreclosure, takes possession of the Parcel or succeeds to the Owner's interest in the Parcel, whether by Foreclosure or otherwise, such holder or its successor, assignee or designee, or the acquirer upon Foreclosure, shall be deemed an Owner of the Parcel and liable for all Assessments on that Parcel assessed after, accruing after, or allocable to periods of time after that date. All Persons acquiring Mortgages, liens or encumbrances on any Parcel after the effective date of this Declaration shall be deemed to have subordinated such Mortgages, liens or encumbrances to such future liens for Assessments as provided herein, whether or not such subordination shall be specifically set forth in such Mortgages or other instruments creating such liens or encumbrances. Declarant shall have the power and authority, in its sole judgment and discretion, to release the Assessment lien or to subordinate it to any other lien. Upon the written request of any Mortgagee, Declarant shall report to said Mortgagee any Assessments remaining unpaid on that Parcel for longer than thirty (30) days after the same are due. Any Mortgagee affected by the Assessment lien may, but shall not be required to, pay any unpaid Assessment and, upon such payment, such Mortgagee shall be assigned the debt and lien securing same, said assignment to be without recourse or warranty.

(g) Any Assessments or any portion thereof that are not paid when due shall be delinquent. Any Assessment delinquent for a period of more than thirty (30) days shall incur a late charge in an amount equal to five percent (5%) thereof and interest on the principal amount due, from the date due until paid at the lesser of the Default Rate or the maximum rate allowable under the laws of the State. Declarant shall cause a notice of delinquency to be given to any Owner not paying within five (5) days following the due date. If any installment of an Assessment has not been paid within fifteen (15) days after the due date thereof, the entire unpaid balance of the Assessment may be accelerated at the option of Declarant and, if so accelerated, shall thereupon become forthwith due and payable in full. The continuing lien and equitable charge of such Assessment shall include the late charge and interest described above, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. If the Assessment remains unpaid for thirty (30) days after its original due date, Declarant may, as Declarant shall determine, institute suit to collect

such amounts and to foreclose its lien. The equitable charge and lien provided for in this Section 5.01 shall be in favor of Declarant; and each Owner of a Parcel (including any purchaser at Foreclosure), by acceptance of a deed, lease, sublease or other instrument granting or conveying title to such Parcel, whether or not it shall be so expressed in any such deed, lease, sublease or other instrument, vests in Declarant or its agents the right and power to sue or otherwise proceed against such Owner for the collection of such charges and/or to foreclose Declarant's liens. Declarant shall have the power to bid on the Parcel at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same.

(h) Regular Assessments and Additional Assessments shall be the personal and individual indebtedness of the Owner of the Parcel upon or against which such Assessments are levied, assessed or imposed. No Owner shall be exempt from such personal liability for Regular Assessments or Additional Assessments. Upon any transfer, conveyance or assignment of the interest of the Owner in and to such Parcel, any then unpaid Assessments shall become the joint and several obligation of such Owner and of such Owner's successors-in-title, whether or not expressly assumed by them. Declarant shall have the right to bring suit against the Owner to recover a money judgment for all such amounts without foreclosing or waiving the liens securing same.

(i) In addition to all Regular Assessments and Additional Assessments authorized above, Declarant may at any time, in its discretion, levy a Special Assessment (herein so called) against the Owner of any Parcel for the repair of any damage to any area, including, without limitation, Common Areas and public road rights of way (other than normal wear and tear), caused by the Owner of such Parcel or such Owner's Occupant(s). The notice of such Special Assessment shall describe the nature of the damage and the necessary repairs, and any such Special Assessment shall be due and payable to Declarant on or before the date that is thirty (30) days following such Owner's receipt of such notice. Declarant may, in its discretion, levy any such Special Assessment prior to the commencement of the repairs for which such Special Assessment is levied; provided that upon receipt of payment of such Special Assessment, Declarant shall promptly undertake to have such repairs made and shall refund to such Owner any excess of the amount assessed and paid over the cost of such repairs. In the event that the cost of such repairs exceeds the amount assessed and paid, Declarant may assess the Owner for such excess costs. By way of illustration and not limitation, the Special Assessments provided for in this Section 5.01(i) may be made for the purposes of repairing roadway damage caused by heavy trucks and construction vehicles during construction on any Parcel, or for excess siltation resulting from construction activity on any Parcel.

(j) No Owner may exempt itself from liability for any Assessments duly levied by Declarant, nor release the Parcel or other property owned by it from the liens and charges hereof, by non-use or waiver of the use and enjoyment of the Common Areas or by abandonment of its Parcel or any other property owned by such Owner within the Shopping Center.

5.02 Engagement of Manager. In performing its responsibilities hereunder, Declarant may delegate to Persons of its choice (including, without limitation, Persons affiliated with Declarant) such duties of Declarant under this Declaration as may be determined by Declarant.

In furtherance of the foregoing and not in limitation thereof, Declarant may employ any Person (including, without limitation, Persons affiliated with Declarant) to manage the Shopping Center or any part thereof, as well as such other personnel as Declarant shall deem necessary or desirable, whether such personnel are furnished or employed directly by Declarant or by any Person with whom or with which it contracts. Unless excluded under Section 5.01(c), all costs and expenses incident to the employment of a manager shall be Common Expenses.

5.03 Legal and Accounting Services. Declarant may pay, as a Common Expense, for such legal and accounting services as are necessary or desirable in connection with the management of the Shopping Center or the interpretation, amendment, or enforcement of this Declaration.

5.04 Limitation on Liability. Neither Declarant, nor any agent or employee of Declarant, shall be liable to any Owner or Occupant or to any other Person for any loss, damage or injury, or claim thereof, arising out of or in any way connected with the performance or nonperformance of Declarant's duties under this Article V unless due to the willful misconduct, gross negligence or bad faith of Declarant or its respective directors, officers, agents or employees, as the case may be.

ARTICLE VI.

UTILITIES

6.01 Location of Utility Lines. Any Owner shall be entitled to cause utility lines and related facilities to be extended to the boundary line of such Owner's Parcel, and within the Common Areas on such Owner's Parcel, as necessary for the operation of any Building located (or to be located) thereon without the approval of the other Owners, so long as such Owner installs such lines and facilities in a location and manner which minimizes the interference with the use of the Common Areas to the greatest extent possible and otherwise satisfies the requirements of Section 6.02. The location of all utility lines and related facilities in the Common Areas to be located on another Owner's Parcel shall be subject to the prior written approval of the Owner over or under whose Parcel the same is to be located, which consent shall not be unreasonably withheld and which request for approval shall be responded to within 30 days from receipt. If requested by any utility company or an Owner upon completion of construction of such utility lines and related facilities, the Owners of Parcels affected thereby shall join in the execution of an easement agreement, in recordable form, appropriately identifying the type and location of such respective utility line and facility.

6.02 Relocation. At any time, the Owner of any Parcel shall have the right to relocate on its Parcel any such utility lines and related facilities then located on its Parcel, provided that such relocation shall be performed only after thirty (30) days' notice of such Owner's intention to so relocate has been given to the Owners of the Parcels benefiting from such utility line, and such relocation: (a) shall not unreasonably interfere with or diminish the utility services to the benefited Parcels; (b) shall not reduce or unreasonably impair the usefulness or function of such utility; (c) shall be performed without cost or expense to the Owner of the benefited Parcel; and (d) the new line shall be functioning either prior to or simultaneously with the discontinuance of the existing service.

ARTICLE VII.

BUILDING DESIGN AND CONSTRUCTION

7.01 Building Design and Construction. The plans and specifications of any Improvements (including without limitation any Building) to be constructed in the Shopping Center after the effective date of this Declaration, and any future alterations or modifications to the elevations and exterior appearances (including changes in color) of such Building, and any alterations or modifications to the aboveground or underground drainage systems of the Shopping Center, shall be subject to the prior written approval of Declarant, which approval shall not be unreasonably withheld or delayed. Such approval is to ensure conformity to the requirements of this Declaration, compliance with the general plan of construction and general overall aesthetic quality of the Shopping Center, consistency of materials used and compatibility of uses. Declarant, by Declarant's approval of such plans and specifications, is not responsible for the adequacy of structural or mechanical engineering design or specifications or the Improvements constructed. During construction, all Owners shall cause their contractors to abide by reasonable rules and regulations of the Shopping Center. Each Owner shall either provide for a staging area on its own Parcel or mutually agree with any other Owner(s) regarding the use of a construction staging area on any other Parcel. All exterior construction (including landscaping, which must be completed during initial construction), alteration, and repair work shall be accomplished in an expeditious manner, in compliance with this Declaration and all laws, rules, regulations, orders, permits, approvals and licenses of governmental authorities having jurisdiction. All trash, debris and waste materials shall be removed from construction areas on a daily basis. The Owner undertaking such work shall take all necessary measures to minimize any disruption or inconvenience caused by such work. Such work shall be accomplished in such a manner as to minimize any damage or adverse effect which might be caused by such work to any other Owner or to the Parcel on which the work is being done or any other Parcel in the Shopping Center. The Owner undertaking such work shall repair at its own cost and expense any and all damage caused by such work and shall restore the affected portion of any affected Parcel to a condition which is equal to or better than the condition which existed prior to the beginning of such work. In addition, the Owner undertaking such work shall promptly pay all costs and expenses associated therewith and shall indemnify and hold all Owners harmless from all damages, losses, or claims, including reasonable attorney's fees, attributable to the performance of such work.

7.02 Maintenance of Parcels. Subject to the obligations of Declarant set forth in Section 4.01 above, the Owner of each Parcel shall maintain, or cause to be maintained, in a safe, clean and tenantable condition and in good order and repair, consistent in manner and appearance with a first-class commercial development, all Buildings (including, but not limited to, all loading docks, truck facilities and compactor areas) and other Improvements located on its Parcel. All exterior painted portions of such Buildings and other Improvements shall be repainted when reasonably necessary. All rooftop equipment shall be located behind parapets, with appropriate screening as reasonably determined by Declarant, and outdoor refuse areas shall be screened from public view in a manner reasonably determined by Declarant.

7.03 Maintenance of Vacant Parcels. Until such time as a Building is constructed on any Parcel, the Owner of the undeveloped Parcel shall rough grade such Parcel to conform to the

then existing grading of the Shopping Center, adequately seed such Parcel, and maintain such Parcel in a good and neat condition. There shall be no storage allowed on any undeveloped Parcel without Declarant's prior written approval, which may be withheld in its sole discretion.

7.04 Mechanic's Liens. If, because of any act or omission (or alleged act or omission) of an Owner, its employees, agents, contractors or subcontractors, any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against the Parcel of another Owner, the first Owner shall, at its own cost and expense, cause the same to be discharged of record or insured or bonded over to the reasonable satisfaction of the Owner of the Parcel encumbered by the particular lien or encumbrance within thirty (30) days after notice to said Owner of the filing thereof. In any event said Owner shall indemnify, defend and save harmless the other Owner from and against all costs, liabilities, expenses, damages, suits, penalties, claims and demands (including actual attorneys' fees and costs incurred) resulting therefrom. If the first Owner fails to comply with the foregoing provisions, the other Owner shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and the first Owner agrees to reimburse the other Owner for all costs, expenses (including actual attorneys' fees) and other sums of money expended in connection therewith, including interest on the amounts expended from the date of the expenditure until the date of payment at an annual rate of interest (the "Default Rate") equal to the prime rate announced from time to time by Chase Bank plus two percent (2%), or, if such institution shall cease to exist, the prime rate announced from time to time by the publicly held bank located in New York, New York, which has the most assets plus two percent (2%). An Owner must remove of record, or cause to be removed of record, or insure over any lien encumbering a Parcel not owned by it, if such removal is required in connection with a financing or disposition of the Parcel encumbered by such lien. In all events, an Owner must remove of record, or cause to be removed of record, any such lien encumbering a Parcel not owned by it within one (1) year of the date such lien was filed of record.

7.05 Indemnification. If any Owner fails to fulfill its obligation to maintain Common Area liability insurance coverage, as required by Section 4.04 above, then such Owner shall defend, indemnify and save the other Owners harmless from any and all liability, damage, expense, cause of action, suit, claim or judgment arising from any injury to persons or property in or on the Common Areas of such Owner's Parcel to the extent arising from the occupation, use, possession, conduct or management of the Common Areas by such Owner or its Occupants or employees.

7.06 Waivers of Subrogation. **TO THE EXTENT PERMITTED BY LAW, EACH OWNER WAIVES AND RELEASES THE OTHERS FROM ANY AND ALL LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY FIRE, ANY OF THE EXTENDED COVERAGE CASUALTIES, OR OTHER CASUALTIES INSURED AGAINST OR REQUIRED TO BE INSURED AGAINST (INCLUDING BY SELF-INSURANCE), EVEN IF SUCH FIRE OR OTHER CASUALTY SHALL BE BROUGHT ABOUT BY THE FAULT OR NEGLIGENCE OF THE PARTY BENEFITED BY THE RELEASE OR ITS AGENTS. EACH OWNER SHALL HAVE ITS INSURANCE POLICIES ISSUED IN SUCH FORM AS TO WAIVE ANY RIGHT OF SUBROGATION AS MIGHT OTHERWISE EXIST.**

7.07 Damage to or Destruction of Buildings. In the event that any part of any Improvements on any Parcel not constituting the Common Areas are damaged by fire or other casualty, the Owner thereof shall either: (i) repair, restore and rebuild such Improvements to substantially their condition immediately prior to such event; (ii) repair and restore the undamaged portion of such Improvements to a complete architectural unit. Alternatively, if an Owner has obtained Declarant's prior written approval (which may be withheld in Declarant's sole discretion), such Owner may raze the Building, structure, or other Improvement that is damaged and grade the affected area to substantially the same grade as the adjacent parking area and either adequately seed such affected area or pave such area for parking. All repair, restoration and rebuilding pursuant to this Section 7.07 shall be subject to all of the terms and provisions of this Declaration, including, without limitation, this Article VII, and the plans for any such repair, restoration and rebuilding shall be submitted to Declarant within ninety (90) days after such event of damage to or destruction of the Improvements. If, after an event of damage to or destruction of the Improvements, an Owner elects to raze such Improvements, such razing shall be completed within ninety (90) days after such event of damage to or destruction of the Improvements.

7.08 Eminent Domain. If under the power of eminent domain, which shall include conveyances or dedications made in settlement of or in lieu of condemnation proceedings, any portions of a Building, structure and/or other Improvement and/or any portion of the Common Areas on a Parcel is taken (collectively, a "Partial Taking"), the Owner of such Parcel shall either (without limiting such Owner's obligations under any leases or other agreements): (i) raze the remainder of the Building, structure, or other Improvement that is partially taken and grade the affected area to substantially the same grade as the adjacent parking area and either adequately seed such affected area or pave such area for parking, or (ii) restore the remaining portions of the Common Areas, Building, structure or other Improvement, or demolish and rebuild the same to an architectural whole with at least the same quality of workmanship and materials used with respect to the original construction and in a first-class, workmanlike manner as soon as possible (but in no event longer than one hundred eighty (180) days after such Owner's receipt of the award for such Partial Taking) to as close to its prior condition and design as is reasonably feasible.

7.09 "As-built" Survey. Unless waived by Declarant in writing, within thirty (30) days after completion of construction of Improvements on a Parcel, the Owner or Occupant of such Parcel shall deliver to Declarant an "as-built" survey of such Parcel.

7.10 Compliance with Law. Subject to the obligations of Declarant under Section 4.01, each Owner of a Parcel shall operate and maintain all Buildings and other Improvements on the Owner's Parcel in compliance with all applicable codes, laws, ordinances, rules and regulations.

ARTICLE VIII.

MORTGAGES SUBORDINATE TO DECLARATION

Any Mortgage affecting any portion of the Shopping Center shall at all times be subject and subordinate to the terms of this Declaration, and any Mortgagee foreclosing any such

Mortgage or acquiring title by reason of a deed in lieu of foreclosure shall acquire title to the premises affected thereby subject to all of the terms of this Declaration. Notwithstanding the foregoing, the lien of any such Mortgage or any lien arising from a claim under this Declaration shall be established as of the date of the filing of any such Mortgage or lien claim in the Recorder's Office of Salt Lake County, Utah.

ARTICLE IX.

APPROVALS

Upon receipt by an Owner of a request for approval, such Owner shall within thirty (30) days (except where a different approval period is expressly provided for under this Declaration) after receipt of such request for approval, notify in writing the Owner making such request of any objections thereto (such objections to be specifically stated) and such Owner may within fifteen (15) days thereafter resubmit their request for approval rectifying any such objections to the appropriate Owner. The Owner shall then have an additional fifteen (15) days after receipt of said revisions to approve or disapprove same. Failure to give any written notice of disapproval within the periods provided for above shall constitute approval thereof by such Owner, provided that the request for approval specifies that failure to object within such time period shall constitute approval. Whenever in this Declaration an Owner is given the right to approve or disapprove in its sole discretion, it may disapprove without specifying the reason therefor.

ARTICLE X.

REMEDIES

10.01 Default. In the event any Owner or Occupant fails to perform any other provision of this Declaration, which failure continues for a period of ten (10) days' after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default and any other Owner or Prime Lessee may thereafter institute legal action against the defaulting Owner or Occupant for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law; provided, however, that the defaulting Owner or Occupant shall not be deemed to be in default if such failure to perform cannot be rectified within said ten (10) day period and such Owner or Occupant is diligently proceeding to rectify the particulars of such failure and rectifies same within a period not to exceed thirty (30) days; provided further, however, that in the event of an emergency, such failure shall be deemed a default if such failure is not rectified in a period reasonable for the nature and circumstances of such emergency (by way of example, but not as a limitation, the failure to promptly remove snow or otherwise maintain the Common Areas such that Owners and Occupants can utilize the reciprocal easements granted in Section 3.01 above shall constitute an emergency).

10.02 Self-Help. If an Owner or Occupant of any Parcel fails to perform any provision of this Declaration, then, upon the expiration of the cure period provided in Section 10.01, and upon an additional ten (10) days prior written notice (except that no additional notice shall be required in an emergency), Declarant shall have the right, but not the obligation, to enter upon the defaulting Owner's or Occupant's Parcel to cure such default for the account of and at the expense of the Owner or Occupant of such Parcel. If Declarant exercises its self-help right, then,

within ten (10) days after receipt of an invoice from Declarant, the defaulting Owner and/or Occupant shall reimburse Declarant all costs reasonably incurred by Declarant in curing such default, plus an administrative fee equal to fifteen percent (15%) of such costs. Furthermore, Declarant shall have the right, if such invoice is not paid within said ten (10) day period, to record a lien on the Parcel of the defaulting Owner and/or Occupant for the amount of the unpaid costs incurred by Declarant pursuant to this Section 10.02 and the administrative fee, together with accrued interest at the Default Rate. The self-help provisions of this Section 10.02 are intended to be in addition to, and not in limitation of, any self-help rights granted to Declarant and any non-defaulting Owner pursuant to Section 2.03 above with respect to a violation of the Shopping Center Use Restrictions and/or the Common Area Restrictions.

10.03 Remedies Cumulative. In addition to the remedies set forth in this Declaration, each Person entitled to enforce this Declaration shall be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any Person shall exclude any other remedy herein, by law or in equity, but each shall be cumulative.

10.04 Attorneys' Fees. In addition to the recovery of damages and of any sums expended on behalf of the defaulting Owner, together with interest thereon, as set forth in this Declaration, the prevailing party in any action to enforce any provision of this Declaration shall be entitled to receive from the other party its costs and expenses incurred in connection with such action, including actual reasonable attorneys' fees and costs for services rendered to the prevailing party in any such action (including any appeal thereof).

ARTICLE XI.

MISCELLANEOUS

11.01 Obligations of Declaration. Except as otherwise provided by the terms and provisions of this Declaration, each and every covenant, undertaking, condition, easement, right, privilege and restriction (herein referred to as "Obligations of this Declaration") made, granted or assumed, as the case may be, by this Declaration, is made for the personal benefit of Declarant and shall be an equitable servitude on the portion of the Shopping Center thereby affected appurtenant to or for the benefit of the other portions of the Shopping Center. Every Obligation of this Declaration shall run with the land, and shall be binding upon the Owner making or assuming the several Obligations of this Declaration, and such Owner's successors, assigns, Mortgagees, Occupants, customers and invitees and shall inure to the benefit of their respective successors, assigns, Mortgagees, Occupants, customers and invitees. Any transferee of any part of the Shopping Center shall automatically be deemed, by acceptance of title to such Parcel, to have assumed all the Obligations of this Declaration relating thereto, but only to the extent such Obligations of this Declaration accrue after the effective date of such transfer of title, and to have agreed with the Owner or Owners of all other portions of the Shopping Center to execute any and all instruments and do any and all things reasonably required to carry out the intention of this Declaration. Any transferor shall upon the consummation of such transfer be relieved of all further liability under this Declaration except such liability as may have arisen during its period of ownership of the portions of the Shopping Center so conveyed and which remains unsatisfied, unless such transferor remains an Owner hereunder.

11.02 No Waiver. No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Owner of a breach or a default of any of the terms and conditions of this Declaration by any other Owner shall not be construed to be a waiver of any subsequent breach or default of the same or any other provision of this Declaration or a waiver by any other Owner. Except as otherwise specifically provided in this Declaration, no remedy provided in this Declaration shall be exclusive, but each shall be cumulative with all other remedies provided in this Declaration and at law or in equity.

11.03 No Termination for Breach. It is expressly agreed that no breach, whether or not material, of the provisions of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies which any Owner may have hereunder by reason of any breach of the provisions of this Declaration.

11.04 No Dedication to Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for any public use or purpose whatsoever, it being the intention of Declarant that this Declaration is for the exclusive benefit of all Owners of any portion of the Shopping Center and their successors, assigns, Mortgagees, Occupants, customers and invitees, and that nothing in this Declaration, expressed or implied, shall confer upon any party other than such Owners, and their successors, assigns, Mortgagees, Occupants, customers and invitees, any rights or remedies under or by reason of this Declaration. Any Owner of a Parcel shall have the right from time to time to close all or any portion of the Common Areas or the exterior area of any Outparcel on such Parcel to the public in order to prevent a dedication thereto or the accrual of any rights in any party not expressly granted rights hereunder, but such closing shall not unreasonably interfere with the use and enjoyment by the other Owners and their successors, assigns, Mortgagees, Occupants, customers and invitees of the easements hereby created, and such closing shall not be for any period longer than is required by law to prevent a dedication to the public or the accrual of any rights in any party not expressly granted rights hereunder.

11.05 Amendment, Modification or Termination. This Declaration may be amended or modified at any time by a declaration in writing executed and acknowledged by the Declarant and thereafter duly recorded in the Recorder's Office of Salt Lake County, Utah, provided this Declaration shall not be terminated during the term hereof or amended or modified in any manner which is inconsistent with the easement rights and use rights of Occupants of the Shopping Center under their respective leases. In addition, the Declarant may, in its sole and absolute discretion, supplement this Declaration (in lieu of an amendment) at any time by a supplement in writing executed and acknowledged by the Declarant and thereafter duly recorded in the Recorder's Office of Salt Lake County, Utah, in order to memorialize certain use restrictions that may be granted from time to time to an Owner or Occupant of a Parcel or any space within a Building located at the Shopping Center.

11.06 Variances: Where appropriate, the Declarant may, in its sole and absolute discretion, grant written variances to the provisions of this Declaration (in lieu of an amendment), signed by Declarant, where strict adherence to the requirements of this Declaration

or any architectural standards established by Declarant would, in the Declarant's judgment, cause undue hardship to any Owner or Occupant of a Parcel or any space within a Building located within the Shopping Center. The granting of a variance to one Owner or Occupant shall not automatically entitle another Owner or Occupant to the same variance, it being understood that each request for a variance shall be treated on its own individual merits.

11.07 Term of Declaration. This Declaration shall be effective as of the date of recording hereof in the Recorder's Office of Salt Lake County, Utah, and shall continue in full force and effect until 11:59 p.m. on December 31, 2080; provided, however, that the easements granted pursuant to Article III of this Declaration shall survive such termination and be perpetual unless no portion of the Shopping Center is utilized for commercial purposes for a continuous period of two (2) years (excluding any period during which an Owner is prevented from engaging in such use by reason of Force Majeure), in which event the easements granted pursuant to Article III of this Declaration shall terminate and be of no further force or effect.

11.08 Estoppel Certificate. At any time, and from time to time, within thirty (30) days after notice or request by an Owner, the Declarant and/or any Owner, at no cost to the requesting party, shall execute and deliver to any Mortgagee, ground lessee or purchaser a statement certifying that this Declaration is unmodified and in full force and effect or if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement, and that, among other things reasonably requested, to the knowledge of Declarant or such Owner, there exists no default under this Declaration, other than as specified therein.

11.09 Governing Law. This Declaration shall be construed in accordance with the laws of the State.

11.10 Headings. The section headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration and shall not be considered in any construction or interpretation of this Declaration or any part thereof.

11.11 No Partnership. Nothing in this Declaration shall be construed to make the Owners partners or joint venturers or render any of said Owners liable for the debts or obligations of the others.

11.12 Force Majeure. Declarant and each Owner shall each be excused from performing any obligation or undertaking provided in this Declaration (except for any obligation to pay sums of money) in the event, but only so long as, the performance of such obligation is prevented or delayed by Force Majeure.

11.13 Hazardous Substances. No Occupant of the Shopping Center shall use, discharge, dump, spill or store any "Hazardous Substances" (as defined below) in the Shopping Center, except for Hazardous Substances that are used or stored by such Occupant in connection with the customary operation of its retail store, restaurant, office, or business at the Shopping Center, provided that (i) such Hazardous Substances are used and stored in compliance with applicable laws, and (ii) such Occupant cleans up, removes and otherwise remediates any discharging, dumping or spilling of such Hazardous Substances in accordance with applicable laws and the reasonable requirements of Declarant and the other Owners. Each Owner hereby covenants and

agrees to defend, protect, indemnify and hold harmless each other and their respective directors, officers, agents, representatives and employees from and against all claims, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities (including, without limitation, reasonable attorneys' fees and costs of suit) asserted or incurred in connection with or arising as a result of the violation of this Section (including, without limitation, any personal injury or property damage) and the enforcement of this indemnity. The term "Hazardous Substances" shall mean asbestos, soil or groundwater contamination, radioactivity, methane, radon, volatile hydrocarbons, underground storage tanks and any other hazardous or toxic substances, materials or conditions as same may be defined and/or regulated by any federal, state or local governmental body having applicable jurisdiction.

11.14 Notices. Any notice, demand, request, consent, approval, designation, or other communication made pursuant to this Declaration shall be in writing and shall be given or made or communicated by personal delivery, by United States registered or certified mail, return receipt requested, or by prepaid FedEx or other nationally recognized overnight delivery service addressed to the address of such Owner as set forth in the instrument vesting title in such Owner as provided by the Recorder's Office of Salt Lake County, Utah, unless other written notice of such address has been delivered to the other Owners, and addressed, in the case of Declarant to:

TPP 217 Taylorsville, LLC
750 N. St. Paul, Suite 900
Dallas, Texas 75201
Attn: John Mearns

With copy to:

Kane Russell Coleman Logan PC
1601 Elm Street
3700 Thanksgiving Tower
Dallas, Texas 75201
Attn: Raymond J. Kane

11.15 Further Provisions. Notwithstanding any other provisions herein contained, this Declaration does not limit any additional rights, privileges and remedies created between any Owner and such Owner's Occupants. Without limiting such Occupant's other rights and remedies, any Occupant of all or any portion of an Owner's Parcel may enforce this Declaration in the name of such Owner to the extent provided in such Occupant's written agreement with such Owner.

11.16 Assignment of Declarant Rights. The rights and obligations of Declarant hereunder may be assigned in whole (but not in part) to a person or entity that acquires and owns the Declarant's Parcel.

11.17 Existing Leases. Notwithstanding any provision contained in this Declaration to the contrary, it is hereby agreed that nothing contained in this Declaration shall be deemed to modify or supersede the terms and conditions of any lease at the Shopping Center that predates the date of this Declaration.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed effective as of the day first above written.

Declarant:

TPP 217 TAYLORSVILLE, LLC,
a Delaware limited liability company

By: *John Mearns*
John Mearns
Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

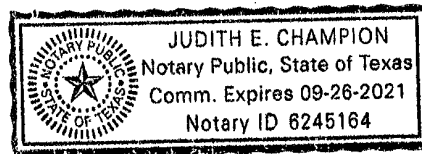
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared John Mearns, the Vice President of TPP 217 Taylorsville, LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as a duly authorized Vice President of such limited liability company, and as the act and deed of such limited liability company, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of August, 2018.

Judith E. Champion
Notary Public, State of Texas

My Commission Expires:
9/26/2021

JUDITH E. CHAMPION
(Typed/Printed Name of Notary)



CONSENT AND SUBORDINATION OF [LENDER]

_____ ("Lender"), which has an interest in and to the Parcels by virtue of that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement (the "Deed of Trust") from _____, a _____ ("Borrower") to _____, recorded in _____, Recorder's Office of Salt Lake County, Utah, as Document No. _____, hereby consents to and joins in the execution and delivery of this Declaration by and between _____ and _____, to be recorded in the Recorder's Office of Salt Lake County, Utah, such that in the event of a foreclosure under the aforesaid Deed of Trust, a deed in lieu of such foreclosure or any other such conveyance, the Declaration shall continue to be and remain in full force and effect, subject in all instances to the terms and conditions as contained therein. Except as expressly subordinated hereby, the Deed of Trust and all liens evidenced and created thereby shall remain in full force and effect.

LENDER:

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public, _____ with whom I am personally acquainted, who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ for _____ and duly authorized to execute this instrument on behalf of _____.

WITNESS my hand and seal at office, this ___ day of _____, 2018.

My Commission Expires:

Notary Public

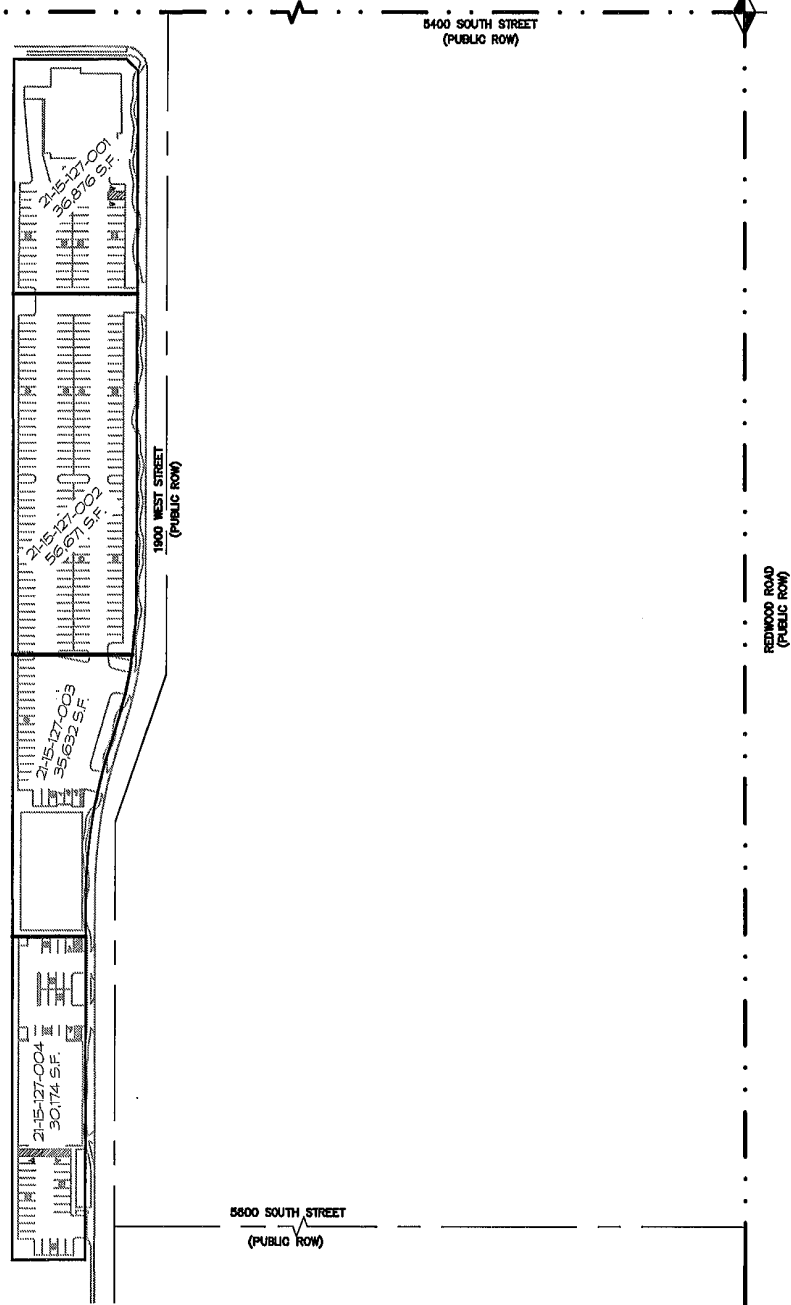
Exhibit "A"
Legal Description of the Property

[see attached]

EXHIBIT A

Beginning at a point on the South right of way line of 5400 South Street and West right of way line of 1900 West Street, said point being South 89 degrees 53'41" West 1185.39 feet along section line and South 00 degrees 00'39" East 65.832 feet from the North Quarter corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence along said West right of way line 1900 West Street the next four courses and distances: South 00 degrees 00'39" East 592.42 feet; thence Southwesterly 162.71 feet, along the arc of a 500 foot radius curve to the right, (chord = South 9 degrees 18'43" West 162.997 feet), to a point of reverse curve; Thence Southwesterly 184.56 feet, along the arc of a 566 foot radius curve to the left, (chord = South 9 degrees 17'38" West 183.744 feet); Thence South 00 degrees 02'55" East 404.84 feet; Thence South 89 degrees 56'22" West 82.94 feet; Thence North 00 degrees 04'29" West 1351.11 feet, to and along the East line of Hew-Wood Estates No. 2 and No. 1 Subdivisions, said subdivisions being recorded and on file in the office of the Salt Lake County Recorder, to said South right of way line of 5400 South Street; Thence North 89 degrees 53'41. East 64.10 feet, along said South right of way line; Thence Northeasterly 62.95 feet, along the arc of a 11,512.16 foot radius curve to the left, and continuing along said South right of way line; Thence South 45 degrees 13'56" East 18.43 feet, continuing along said South right of way line, more or less, to the point of beginning.

NORTH OF SECTION 15, TOWNSHIP
2 SOUTH, RANGE 1 WEST, SALT
LAKE BASE AND MERIDIAN,
S.L.C. MON. # 2S1W1002
FOUND BRASS CAP



CENTER OF SECTION 15, TOWNSHIP
2 SOUTH, RANGE 1 WEST, SALT
LAKE BASE AND MERIDIAN,
S.L.C. MON. # 2S1W1505
FOUND BRASS CAP

EXHIBIT
WEST PARCEL ACCESS



BUSH & GUDGELL, INC.

Engineers - Planners - Surveyors

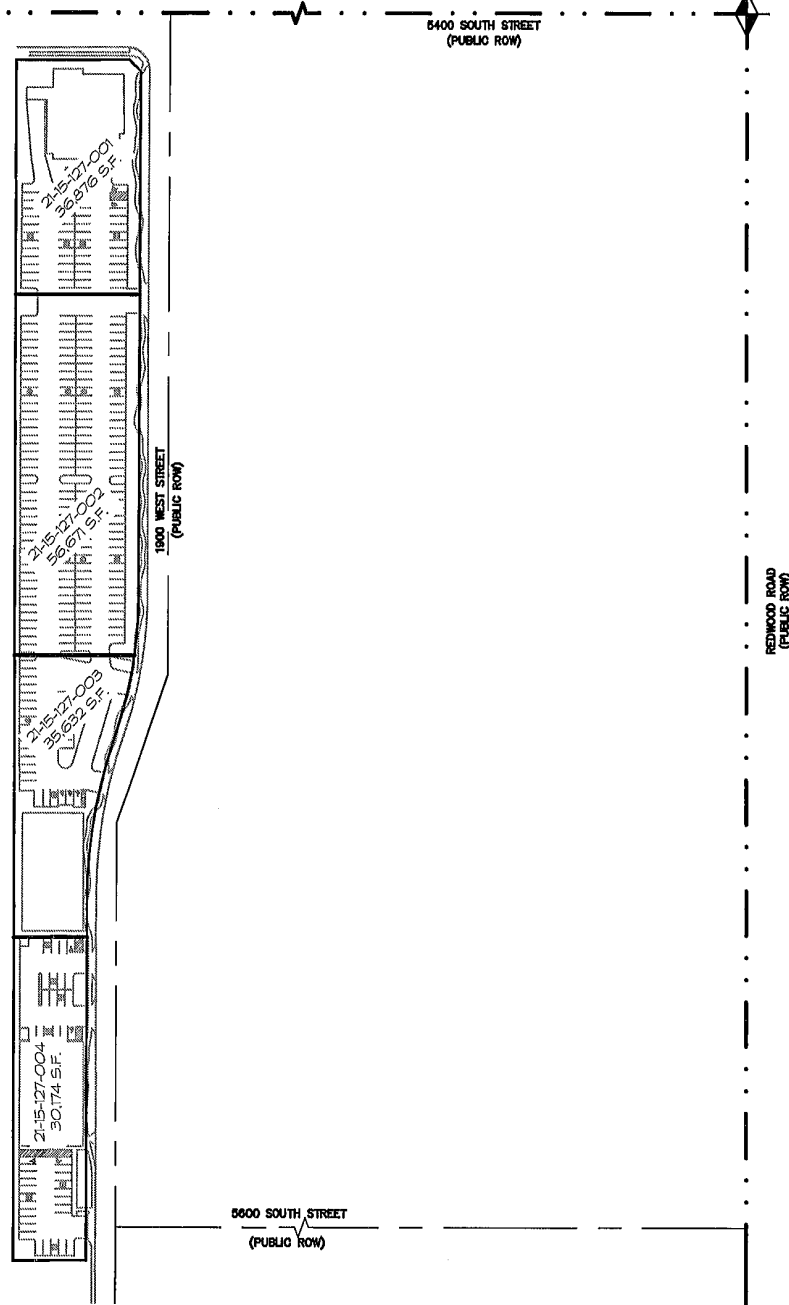
655 East 4500 South Suite #100
Salt Lake City, Utah 84107
Phone (801) 685-6194 / Fax (801) 685-6195

Exhibit "B"

Site Plan

[see attached]

NORTH OF SECTION 15, TOWNSHIP
2 SOUTH, RANGE 1 WEST, SALT
LAKE BASE AND MERIDIAN,
S.L.C. MON. # 251W1002
FOUND BRASS CAP



5600 SOUTH STREET
(PUBLIC ROW)

CENTER OF SECTION 15, TOWNSHIP
2 SOUTH, RANGE 1 WEST, SALT
LAKE BASE AND MERIDIAN,
S.L.C. MON. # 251W1505
FOUND BRASS CAP

EXHIBIT
NO BUILD WEST PARCEL



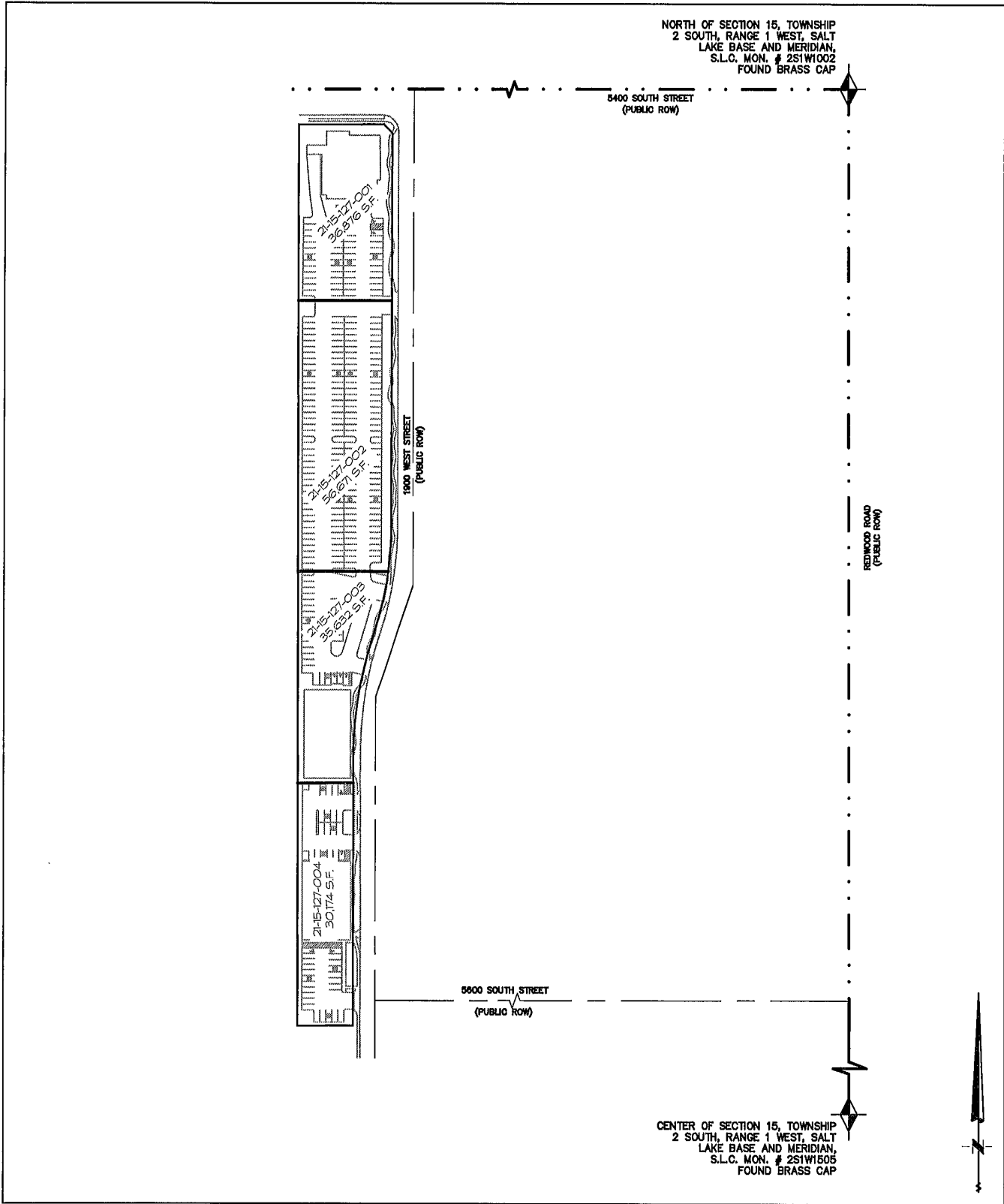
BUSH & GUDGELL, INC.

Engineers - Planners - Surveyors

655 East 4500 South Suite #100

Salt Lake City, Utah 84107

Phone (801) 685-6194 / Fax (801) 685-6195



**EXHIBIT
WEST PARCEL MAP**



BUSH & GUDGELL, INC.
 Engineers - Planners - Surveyors
 655 East 4500 South Suite #100
 Salt Lake City, Utah 84107
 Phone (801) 685-6194 / Fax (801) 685-6195

Exhibit "C"

Shopping Center Use Restrictions

THE CROSSROADS OF TAYLORSVILLE
WEST PHASE
TAYLORSVILLE, UTAH

PROHIBITED USES:

REGAL CINEMAS:

Without the prior written consent of Tenant, Landlord shall not permit any of the following uses within the Shopping Center: adult entertainment, adult video or bookstore, secondhand or used goods store, onsite dry cleaning service whereby the dry cleaning and any other cleaning processes are performed within the Shopping Center (pick-up and drop-off only facilities shall be permitted), abortion provider, dance hall, betting agencies, massage parlor, undertaking establishment or morgue, bingo games, game parlor, skating rink, flea market, auto dealership or other car rentals or sales, the parking of vehicles offered for lease or sale in the parking areas of the Shopping Center, hazardous or illegal use, theater (motion picture or otherwise) other than Tenant's theater, pawn shop, payday lender, check cashing service or child care center. The foregoing shall not preclude the operation in the Shopping Center of a day spa, hair salon, or upscale massage center (such as Massage Envy) by a tenant with locations in other similar community retail centers, provided no portion of the premises of such tenant are located closer than 200 linear feet from any portion of the exterior walls of the Theatre.

ROSS DRESS FOR LESS:

Tenant has entered into this Lease in reliance upon representations by Landlord that the Shopping Center is and shall remain retail in character, and, further, except as stated in below, no part of the Shopping Center shall be used for office or residential purposes or an auditorium, meeting hall, school, church or other place of public assembly, "flea market", gymnasium, health club, dance hall, billiard or pool hall, massage parlor, video game arcade, bowling alley, skating rink, car wash, facility for the sale display, leasing or repair of motor vehicles, night club or adult book or adult audio/video products (which are defined as stores in which at least 10% of the inventory is not available for sale or rental to children under 17 years of age because such inventory explicitly deals with or depicts human sexuality). No sit down or full service restaurant, theater or other high intensity parking user (as hereinafter defined) shall be permitted in the Shopping Center within 500 feet of the front and side perimeter walls of the Store. No buffet type restaurant shall be permitted in the Shopping Center located to the South of Family Center Drive. A "high intensity parking user" shall mean any user which requires more than 5 parking spaces per 1,000 square feet of Leasable Floor Area in accordance with customary shopping center standards of governmental requirements.

Notwithstanding the foregoing, the following uses shall be permitted in the Shopping Center:

Declaration of Easements, Covenants and Restrictions
(West Phase)

Exhibit C

5997220 v1 (79101.00005.008)

BK 10701 PG 7128

- (a) a health club located in the North Phase of the Shopping Center as shown on the Site Plan;
- (b) restaurants located in the spaces designated as "permitted Restaurant Areas" on the Site Plan;
- (c) no more than 2 deli/sandwich/coffee type users ("Casual Restaurant") within 500 feet of the front and side perimeter walls of the Store, provided that no such single Casual Restaurant shall exceed 2,000 square feet;
- (d) any "Incidental Restaurant User", which is defined as a retail occupant or tenant of the Shopping Center displaying or selling beverage or food items in an area not to exceed 2,500 square feet;
- (e) a buffet type restaurant operated in the space designated as "Hometown Buffet" on the Site Plan; and
- (f) any use by any tenant or occupant of the Shopping Center that is expressly permitted under the terms of its lease, provided that the lease is in existence as of the Effective Date.

EXCLUSIVE USES:

BLAZE FAST FIRE'D PIZZA:

So long as Tenant continues to use the Premises for the purpose stated in Section 1.1.12, Landlord agrees that it shall not (a) within the area of the North Phase, enter into any new leases with a tenant who will operate a quick-serve or sit-down restaurant whose **primary** business therein is the sale of pizza, or (b) within the entire Shopping Center, enter into any new leases with a tenant who will operate a fast-casual, counter service restaurant whose **primary** business therein is the sale of "Artisan Build Your Own Pizzas" (collectively, the "Restricted Use"). The foregoing restriction will not apply to the operation of a restaurant in the North Phase whose primary business therein is the operation of a take-out only pizza restaurant (e.g., "Domino's Pizza" or "Papa John's Pizza"). Furthermore, the foregoing restriction will not apply to (i) the operation of the Restricted Use by a tenant or occupant who has been permitted to do so based upon or as a result of a bankruptcy, insolvency or similar action or otherwise permitted to do so as a result of an action or order by a court, (ii) any tenant or occupant under a lease that is entered into prior to the Effective Date (unless such lease prohibits such use), (iii) any tenant or occupant that renews or extends a lease described in (ii) above (whether in the same or other (but not both) premises within the Project), or (iv) any tenant or occupant that is a replacement of a tenant that meets the requirements of (ii) or (iii) above and was operating the Restricted Use within the North Phase or the Shopping Center, as applicable.

CAFÉ RIO:

Landlord agrees not to sell any portion of the Shopping Center to any user, or enter into any new leases with a tenant, whose **primary** business in the Shopping Center is the operation of a food establishment that serves Mexican or Tex-Mex style dishes (the "Restricted Use"), provided that the foregoing restriction will not apply to (i) the operation of the Restricted Use by a tenant or occupant in the area of the Shopping Center south of 5600 South Street which tenant or occupant is a full service or fast food establishment that serves Mexican or Tex-Mex style dishes (although quick service food establishments such as Chipotle, Costa Vida, Baja Fresh, Moe's Southwest Grill, and Qdoba would not be permitted), (ii) the operation of the Restricted Use by a tenant or occupant permitted to do so as a result of an action or order by a court, (iii) any tenant or occupant under a lease that is entered into prior to the Effective Date (unless such lease prohibits such use), (iv) any tenant or occupant that renews or extends a lease described in (iii) above (whether in the same or other (but not both) premises within the Shopping Center), or (v) any tenant or occupant that is a replacement of a tenant that meets the requirements or (iii) or (iv) above, and which new tenant intends to carry on the same or substantially the same use as the tenant which it is replacing.

REGAL CINEMAS:

Tenant shall have the exclusive right (the "Exclusive Right") to (a) operate a motion picture theatre within the Shopping Center, and to otherwise display motion pictures, movies and films on any media, regardless of the technology involved including without limitation motion pictures, movies and films which include multiple dimension, motion simulation or virtual reality processes; and (b) to sell and serve ice cream, candy, hot dogs, soft drinks or popcorn within the area designated as "Exclusive Sales Area" on the Shopping Center Site Plan (the "Exclusive Sales Area"). Notwithstanding the foregoing, the Landlord may allow: (i) the sale or service of ice cream, hot dogs or soft drinks by the operator of a sit-down restaurant located within the Exclusive Sales Area, but only if such sale and service is made for on-premises consumption in non-disposable serving dishes or containers such as those made of ceramic and glass, and (ii) the sale of ice cream, candy, hot dogs, soft drinks or popcorn within the Exclusive Sales Area by a tenant who occupies such space under a lease executed and delivered by Landlord prior to the date hereof, to the extent permitted thereunder (unless such lease allows Landlord the right or option to restrict such use, in which case Landlord shall exercise such right in furtherance of the Exclusive Right), during the term of such lease, and during the term of any extension or renewal of such lease which is exercised by the tenant thereunder pursuant to the terms of such lease. Notwithstanding the foregoing, Landlord shall not suffer or allow any kiosk, cart, vending machine or similar sales of ice cream, candy, hot dogs, soft drinks or popcorn within the Exclusive Sales Area.

SHERWIN-WILLIAMS:

Landlord will not lease any space in the Shopping Center for use as a paint, wall covering or floor-covering store, nor will Landlord permit or consent to any tenant or occupant in the Shopping Center to operate as a paint, wall covering or floor-covering store.

Exhibit "D"

Prohibited Uses

THE CROSSROADS OF TAYLORSVILLE
WEST PHASE
TAYLORSVILLE, UTAH

- (1) an auditorium or other similar place of general assembly;
- (2) an indoor flea market;
- (3) a secondhand store, thrift store, swap shop, liquidation outlet or used clothing store, including any business that regularly sells merchandise referred to as "**odd lot**," "**cancellation**," "**second**," "**factory reject**," "**sample**," "**floor model**," "**floor demonstrator**," "**obsolescent**," "**distressed**," "**salvage**" or "**damaged**" (except that this prohibition will not prohibit the operation of a first class consignment store or a first class "second hand" store, such as Plato's Closet, or the sale of used books, including a used book store such as "Half Price Books");"
- (4) a massage parlor (except that a therapeutic massage facility such as "Massage Envy" or day spa shall be allowed);
- (5) a cemetery/crematorium;
- (6) a so-called "**head shop**" or facility for the sale, rental, distribution or display of drug paraphernalia such as roach clips, bongos, water pipes, coke spoons, cigarette wrapping papers, pipes and/or syringes;
- (7) a facility for the sale, rental, display or distribution of pornographic, lewd, sexually explicit or so-called adult material;
- (8) an off-track betting parlor, bowling alley, billiard parlor, pool room, game room, amusement arcade or gaming hall;
- (9) an automobile body shop, truck stop, junk yard or motor vehicle dismantling operation;
- (10) a recycling facility, except as required pursuant to applicable law;
- (11) a stock yard;
- (12) a traveling carnival, circus or fair;
- (13) a coin operated laundry or dry cleaner (except that this prohibition shall not be applicable to on-site service provided solely for pickup and delivery by the ultimate consumer);
- (14) the sale, rental or storage of motor vehicles;

- (15) booths for the sale of fireworks;
- (16) churches, temples or other houses of religious worship, including a charity dining hall;
- (17) any establishment conducting games of chance;
- (18) a pawn shop;
- (19) a bingo hall;
- (20) a rehabilitation center for physical, mental or substance abuse rehabilitation or treatment;
- (21) a funeral home or funeral parlor;
- (22) a business which creates strong, unusual or offensive odors, fumes, dusts or vapors, is a public nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, or creates a hazardous condition;
- (23) the dumping or disposing of garbage or refuse;
- (24) any residential, production, manufacturing or industrial use of any kind or nature;
- (25) check cashing services;
- (26) the conduct of any auction, loss of lease, fire, bankruptcy or going out of business sale;
- (27) a school, including the operation of a preschool or day care center;
- (28) a "**tattoo parlor**" or "**piercing parlor**," so called;
- (29) the outdoor housing of animals;
- (30) a cocktail lounge, bar, tavern, or nightclub;
- (31) environmental remediation facility;
- (32) exterminating service;
- (33) butane distribution;
- (34) exterminating and fumigating warehouse;
- (35) bulk storage of gasoline or fuel oil tanks;
- (36) bulk storage of paint and varnish;
- (37) petroleum products packaging and storage;

- (38) adult theater or so-called "gentlemen's club" featuring nude, topless or scantily clad men or women, but this restriction shall not be deemed to include a first-class discotheque or first-class nightclub;
- (39) day labor hiring hall;
- (40) commercial loading of small arms or manufacture of ammunition;
- (41) rock quarrying, sand and gravel or other mineral extraction;
- (42) transit terminal (except to the extent required by governmental authorities having jurisdiction);
- (43) propane sales except as incidental to other retail sales or service;
- (44) drive-in movie theater;
- (45) concrete or cement products manufacturing;
- (46) plating or polishing shop;
- (47) plating works or electric plating;
- (48) foster home or group foster home;
- (49) farm devoted to hatching, raising, breeding and marketing of chickens, turkeys or other fowl, rabbits, fur-bearing animals or fish;
- (50) feeder lot for horses, cattle, goats or sheep;
- (51) dairy farm;
- (52) bail bond company;
- (53) body and fender shop;
- (54) cannery, slaughter house or meat processing or packaging plant;
- (55) cesspool service;
- (56) flour or grain elevator;
- (57) motor vehicle fuel distribution facility;
- (58) outdoor hay and straw storage;
- (59) repair and rewinding of transformers or generators;
- (60) outdoor paving materials storage;

- (61) welding shop;
- (62) shelter or dormitory intended to provide temporary shelter;
- (63) residential uses;
- (64) any governmental use; and
- (65) any use that, in Declarant's reasonable business judgment, is inconsistent with the operation of a first class, institutional grade Shopping Center.

Exhibit "E"

Depiction of the Development and Location of Existing Signs

THE CROSSROADS OF TAYLORSVILLE
WEST PHASE
TAYLORSVILLE, UTAH

[see attached]

SIGN "B"
"A"

RIES
2-2222

THE
CROSSROADS
of Taylorsville
DICKKEYS
BARBECUE
Shirley's
NATURAL COUNTRY
Synergy Staffing
266-WORK
Jamba Juice

STARBUCKS
Cafe
Cafe

AVAILABLE
201 22 200

SIGN "B"



SIGN "D"

CROSSROADS
of TAYLORVILLE

fyo for your entertainment

ROSS DRESS FOR LESS

DOLLAR TREE

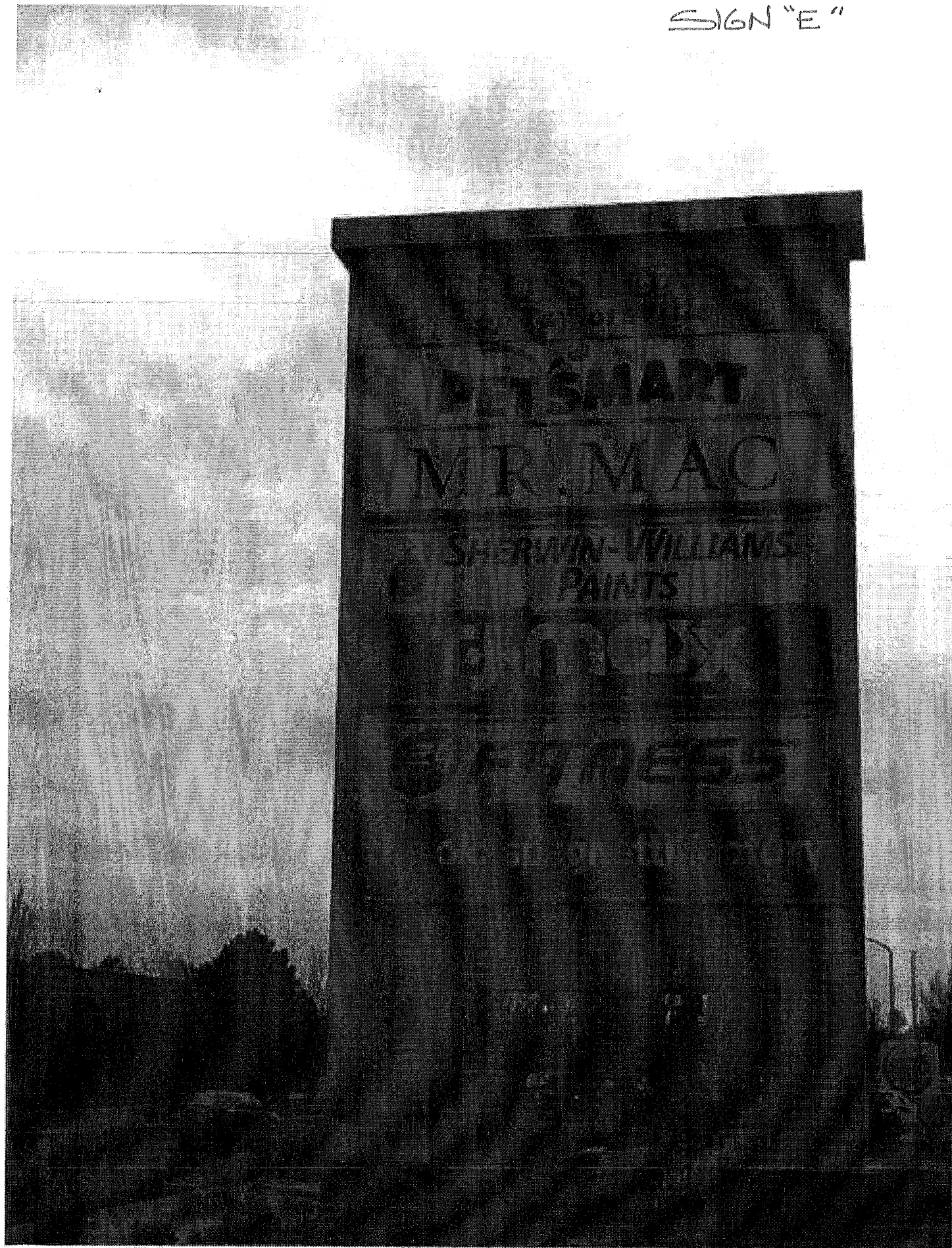
FedEx Office

HONEYBAKED

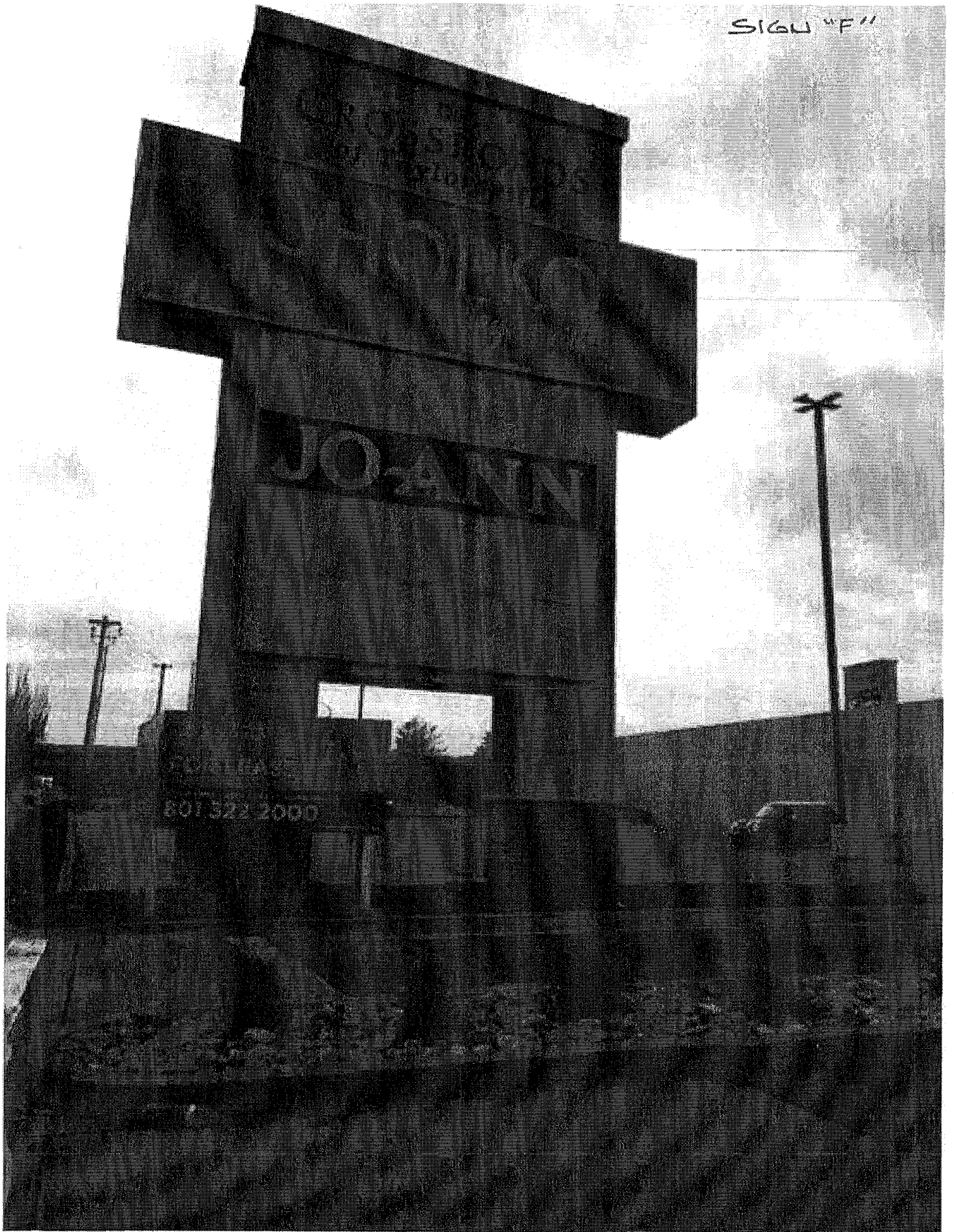
REGAL CINEMAS

Chick-fil-A

SIGN "E"



SIGU "F"



SIGN "B"



S16U "I"

