

WHEN RECORDED. PLEASE RETURN TO:  
Vineyard Gateway 1  
3963 East Alpine Valley Circle  
Sandy, Utah 84092

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS  
Vineyard Gateway 1

THIS DECLARATION (this "Declaration") is executed as of the 15<sup>th</sup> day of October 2015, by VINEYARD GATEWAY 1, LLC, a Utah limited liability company, whose address is 3963 East Alpine Valley Circle, Sandy, Utah 84093 ("Declarant") and by such other parties as are signatories to this Declaration.

IN CONSIDERATION of the mutual benefits to be derived from this Declaration, the undersigned agree as follows:

1. Definitions. Each of the following terms shall have the indicated meaning:

"Buildings" means all buildings located in the Development at any time which are intended for permanent use or occupancy, including the area directly below such buildings, all projections and extensions of, and additions to, such buildings, and all platforms and docks affixed to the outside of such buildings.

"Building" means any of the Buildings.

"Building Sign" means any sign placed on a Building by an occupant of any Parcel.

"Common Area" means the Common Utility Facilities, the Landscaping and all other parts of the Development, except for those parts on which Buildings are constructed on or after the date of this Declaration.

"Common Expenses" means the following: (i) reasonable costs, expenses, fees and other amounts (including appropriate reasonable reserves) incurred or payable by the Manager in connection with the improvement, operation, management, maintenance and repair of the Common Area and the performance of the Manager's duties and rights under Paragraphs 4 or 5 or any other provision of this Declaration including, without limitation, all reasonable costs, expenses, fees and other amounts relating to utilities, cleaning, sweeping, ice, snow and rubbish removal, landscaping, resurfacing, restriping, replacing damaged or worn-out Improvements, insurance, licenses and permits, supplies, traffic regulation and control, fire, police protection and other security services, decorations for holidays and special events, personnel (other than managerial personnel) necessary to perform any of the foregoing and depreciation allowance on any machinery or equipment owned by Manager and used in connection with such matters; (ii) managerial, clerical and overhead charges, fees, costs and other amounts, all of which shall be deemed to be equal to fifteen percent (15%) of the total of

all other Common Expenses; and (iii) Common Expenses due but not paid to the Manager, which are determined by the Manager not to be legally or practicably recoverable (after reasonable effort) from the responsible Owner, together with all interest, costs and attorneys' fees. Any assessment for public improvements levied against the entire Development, rather than against individual Parcels, shall be paid by each Owner in accordance with its Common Expense Share, and shall be part of the Common Expenses.

"Common Expense Share" means the following:

<u>Parcel</u>	<u>Common Expense Share</u>
1	40%
2	10%
3	10%
4	30%
5	10%

"Common Sign" means any sign constructed on the common area providing for the identification of multiple occupants of the Shopping Center.

"Common Utility Facilities" means all pipes, lines, wires, conduits and related facilities for electricity, natural gas, other fuels or power sources, telephone, sewage, storm drainage and all types of water that are intended, designed or used for the benefit of the Common Area or more than one Parcel.

"Declarant" means Vineyard Gateway 1, LLC, a Utah limited liability company, provided, however, that if Declarant resigns its duties under this Declaration, the Manager shall be deemed to have assumed, and shall perform, such duties. Declarant's rights under this Declaration may be assigned to any Owner in the sole discretion of Declarant.

"Development" means the Parcels and any real property defined as an additional part of the Development in an amendment to this Declaration executed and recorded pursuant to Paragraph 11, together with all Improvements located on such real property.

"Improvements" means all Buildings, Common Utility Facilities, Landscaping, roads, curbs, gutters, sidewalks, exterior lighting, fencing, walls, signs, utility systems and facilities and other improvements located on the realty concerned.

"Improvement" means any of the Improvements.

"Landscaping" means all outdoor areas in the Development landscaped with lawn, flowers, ground cover, shrubbery, trees, ponds, fountains, gardens or similar improvements.

"Manager" means the Owner of the Master Parcel.

"Master Parcel" means Parcel 1.

"Mortgage" means a mortgage or a deed of trust recorded in the official records.

"Mortgagee" means the mortgagee under a mortgage or the beneficiary under a deed of trust recorded in the official records.

"Official Records" means the official records of the Utah County, Utah Recorder.

"Owner" means the person who, at the time concerned, is the owner of record (in the official records) of a fee or an undivided fee interest in any part of the Parcel concerned. If any Parcel has more than one Owner, the liability of each such Owner under this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a Mortgage, the term "Owner" shall not mean a Mortgagee unless and until such Mortgagee has acquired title to the realty concerned pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure.

"Parcel" means any of the Parcels.

"Parcels" means the five (5) parcels of land in Utah County, Utah depicted on Exhibit B attached hereto or hereinafter referred to as: Parcel 1 ("Parcel 1"); Parcel 2 ("Parcel 2"); Parcel 3 ("Parcel 3"); Parcel 4 ("Parcel 4"); and Parcel 5 ("Parcel 5") together with all Improvements on each Parcel, and any real property defined as an additional Parcel or as an additional part of any Parcel in an amendment to this Declaration executed and recorded pursuant to Paragraph 13.

"Taxes" means all taxes, assessments, charges and fees imposed, assessed or levied by any governmental or other public authority on or against the realty concerned.

"Vehicular and Pedestrian Areas" means all areas located in the Development from time to time that are designed to be used for the parking of motor vehicles or for pedestrian or vehicular movement, including, without limitation, parking areas, roads, driveways, walkways and sidewalks.

## 2. Improvements.

2.1. Declarant Approval. Except for maintenance and repair of the Common Area conducted by Manager, no excavation, grading or similar work in the Development shall be commenced, no Improvement in the Development shall be constructed or installed, and no alteration, refurbishing or repainting of the exterior of any Improvement shall be performed, unless and until complete plans (including, without limitation, exterior elevations, exterior building materials, colors and signage) have first been submitted to, and approved in writing by Declarant, such approval not to be unreasonably withheld or delayed. In determining whether to approve or disapprove plans submitted, Declarant shall use its reasonable, good faith judgment to assure that all Improvements are of good

quality and sound construction, harmonize with existing surroundings and Improvements and comply with the other requirements of this Declaration. Declarant may, however, approve plans which entail a variance from such requirements so long as in the reasonable judgment of Declarant such variance is necessary or appropriate. The fact that Improvements comply with applicable zoning and other laws shall not necessarily mean that such Improvements will be permissible under this Declaration. Any plans submitted to Declarant shall be approved or disapproved by Declarant in writing within thirty (30) days after submission. If Declarant fails to take any action within such period, Declarant shall be deemed to have approved the material submitted. Any disapproval of such material by Declarant shall be in writing and shall be accompanied by a reasonably detailed explanation for such disapproval. Review or approval by Declarant of any plans shall be solely for its own benefit, and shall not be deemed to be or to result in any warranty, representation or conclusion by Declarant relative to the technical adequacy of such plans or the safety, soundness or compliance with applicable law of the Improvements described by such plans. Declarant shall not be liable for damages by reason of any action, inaction, approval or disapproval by Declarant with respect to any request made pursuant to this Declaration so long as such action, inaction, approval or disapproval did not occur as a result of actual malice.

2.2 Use and Construction. No part of the Development may be occupied for any use which violates any applicable law, ordinance, rule or regulation or which is inconsistent with this Declaration. Buildings shall be used only for commercial purposes, including, without limitation, financial institutions, offices and retail stores. All Buildings shall be first-class buildings designed for retail or other commercial use of the type and quality typically found in first-class, high-quality Development developments, architecturally and aesthetically compatible with all other Buildings, constructed and operated in such a manner as will preserve the sprinklered rate on any other Buildings and constructed in compliance with all applicable state, county and municipal subdivision, building, zoning and other laws, ordinances, rules and regulations. All Buildings shall be located within those parts of the Development crosshatched on the site plan attached as Exhibit A and incorporated by this reference, except for any drive through, canopy, underground footing or other incidental encroachment approved by Declarant. After the initial construction of any non-Building Areas benefitting a Parcel, the owner of such Parcel shall demolish, remove or alter in any such Improvements materially without the prior written approval of Declarant. Notwithstanding anything contained elsewhere herein to the contrary and excluding any existing Buildings at the time thereof, Declarant shall have the right to amend Exhibit A as necessary provided that any such modification shall not materially affect the operation of any Owner's Parcel as it may then be improved.

2.3 Maintenance. Each Owner shall maintain in good and attractive order, condition and repair all Improvements situated on such Owner's Parcel which are not required by this Declaration to be maintained by the Manager. No provision of this Declaration shall be construed to mean that any Building cannot be razed or removed at any time or must be restored or reconstructed if damaged or destroyed. However, if an Owner razes or removes any Building, or if any Building is damaged or destroyed, within

a reasonable time after such occurrence the Owner of the Parcel on which such Building is or was located shall either cause such Building to be replaced or restored or cause all debris to be removed and the site of such Building to be left in a level, clean and slightly condition pending construction of another Building.

2.4 Rules and Regulations. Each Owner shall either as an Owner/occupant or as a landlord, require the adherence to each of the rules and regulations by each occupant of the Development as appended hereto as Exhibit C.

### 3. Common Area Easements.

3.1 Access Easements. Each Parcel shall have appurtenant thereto and be benefited by, and the Vehicular and Pedestrian Areas shall be subject to and be burdened by, a perpetual, nonexclusive right-of-way and easement for vehicular and pedestrian ingress and egress and vehicular parking on, over and across those areas designed for such use. The use of such right-of-way and easement shall be limited to general commercial purposes, which shall include reasonable and customary deliveries. No Vehicular and Pedestrian Areas, once constructed, shall be reconfigured so as to eliminate or substantially impair the right-of-way and easement created pursuant to this Paragraph 3.1 without the prior written approval of Declarant.

3.2 Utility Easements. Each Parcel shall have appurtenant thereto and be benefited by, and the Common Area shall be subject to and be burdened by, a perpetual, nonexclusive right-of-way and easement for the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of utility pipes, lines, wires, conduits and related facilities (including, without limitation, any Common Utility Facilities and, whether or not the same are part of the Common Utility Facilities, pipes, lines, wires, conduits and related facilities for electricity, natural gas, other fuels or power sources, telephone, sewage, storm drainage and all types of water) under, through and across the Common Area. If the rights provided for in this Paragraph 3.2 are exercised, the Owner intended to be served by the easement concerned shall pay the cost involved with such exercise and, at such Owner's sole cost, restore to their previous condition any Improvements which may be damaged as a result of such exercise. Each utility pipe, line, wire, conduit and related facility located within the Development shall be located underground to the extent reasonably possible.

3.3 No Obstruction. Except to the extent approved by Declarant pursuant to Paragraph 3.1, no Owner shall permit to be constructed on the Common Area located on such Owner's Parcel any fence, wall, barricade or other obstruction, whether temporary or permanent in nature, which materially limits or impairs vehicular and pedestrian traffic over any part of the Development, or shall otherwise obstruct or interfere with the free flow of such traffic, except as may be reasonably necessary or appropriate during periods that construction activities are ongoing or to the extent that the Manager reasonably deems it necessary to do so temporarily to prevent a public dedication of, or the accrual of any rights of the public in, the Common Area.

4. Manager's Duties. The Manager shall timely perform the duties set forth in this Paragraph 4, for which the Manager shall be reimbursed in accordance with this Declaration. The Manager shall have no obligation to perform, and no liability for failure to perform, any obligation set forth in this Declaration, the cost of which is to be reimbursed (in whole or in part) by the Owners, if the funds to pay for such obligation are not timely received by the Manager pursuant to this Declaration.

4.1 Maintenance. Manager shall keep the Common Area in a reasonably clean, orderly and usable condition and in a good state of maintenance and repair, consistent with a first class commercial development.

4.2 Insurance. Manager shall maintain commercial general liability insurance insuring all Owners and such other persons who hold a leasehold estate or other interest in any Parcel and who are designated as a named insured in a writing delivered to Manager by the Owner of such Parcel, as their respective interests may appear, against all claims for personal injury, death or property damage occurring on the Common Area. Such insurance shall be written with an insurer licensed to do business in the State of Utah, and have limits of liability of at least Two Million Dollars (\$2,000,000.00) combined single limit, which may be increased by Manager in its sole discretion from time to time.

4.3 Damage. If all or any part of the Common Area is damaged or destroyed through casualty, the Manager shall rebuild and restore the same to substantially the same condition as existed prior to the damage or destruction. Each Owner shall, within thirty (30) days after notice of the amount due, contribute an amount equal to the product obtained by multiplying the Common Expense Share of such Owner by the cost of such rebuilding and restoration. Appropriate additional payments by, or refunds to, each Owner shall be made on completion of such rebuilding or restoration.

4.4 Condemnation. If all or any part of the Common Area is taken through condemnation or is conveyed to a condemning authority under threat of condemnation, the entire condemnation award or proceeds shall be paid to the Manager; provided, however, that any such award or proceeds relating to the value of land (as opposed to any Improvements on the land) shall be paid to the Owner of such land. The Manager shall, as soon as reasonably possible, restore the remaining Improvements in compliance with all applicable laws, ordinances, rules and regulations. Such restoration shall be of equal or better quality in materials and workmanship as the original Improvements, and the cost of such restoration, in excess of the condemnation award and proceeds available, shall constitute Common Expenses. Any condemnation award or proceeds for the Improvements remaining after such restoration shall be distributed to each Owner on the basis of such Owner's Common Expense Share.

4.5 Default. If the Manager fails to perform any obligation under this Paragraph 4, and such failure continues for a period of thirty (30) days after written notice of such failure is given to Manager by any other Owner, or if the performance of such obligation

would reasonably require more than thirty (30) days, if the Manager fails to commence such performance within such thirty (30) day period or thereafter diligently prosecute such performance to completion, the Owner giving such notice may, on written notice to the Manager, perform such obligation in the stead of the Manager. Such Owner shall be reimbursed for such performance in the same manner as if such obligation had been performed by the Manager.

#### 5. Common Expenses.

5.1 Collection. Each Owner shall, in the manner described in this Paragraph 5, contribute such Owner's Common Expense Share. The Manager shall make reasonable, good faith efforts to collect from each Owner such Owner's Common Expense Share and may, at its option, do either of the following: (a) invoice each Owner for such Owner's Common Expense Share on a monthly, quarterly or other periodic basis as the actual amount of the Common Expense Share becomes known (in which event, the Common Expense Share shall be due and payable within thirty (30) days after the delivery of such invoice); or (b) invoice each Owner in advance based on the Manager's reasonable estimate of the Common Expense Share for the period concerned. If the Manager adopts the second alternative, each Owner shall pay such Owner's Common Expense Share in equal installments on the first day of each month, and as soon as reasonably possible after the end of each calendar year, the Manager shall furnish each Owner with a reasonably detailed final statement of the actual amount of such Owner's Common Expense Share for such calendar year. If such final statement reveals that the monthly installments made by an Owner aggregate less than such Owner's Common Expense Share for such calendar year, such Owner shall pay the amount owing to the Manager within thirty (30) days after such final statement is furnished. If such final statement reveals that an Owner's payments aggregate more than such Owner's Common Expense Share for such calendar year, the excess amount shall, at the option of the Manager, either be returned to such Owner or be applied by the Manager to amounts next due from such Owner under this Paragraph 5. Any amount required to be paid under this Paragraph 5 which is not timely paid shall accrue interest on and after the date due until paid in full, before and after judgment, at the rate of eighteen percent (18%) per annum. In addition, a late charge of five percent (5%) of such payment may be charged by the Manager. Such late charge is payable not as a penalty, but in order to compensate the Manager for the additional expense involved in handling the delinquent payment. The acceptance by the Manager of any payment that is less than the entire amount then due shall be on account only and shall not constitute a waiver of the obligation to pay such entire amount.

5.2 Certain Obligations and Rights. The obligations of each Owner under Paragraph 5.1 and all other provisions of this Declaration are the personal obligations of such Owner. No Owner may avoid or diminish the personal nature of such obligations by waiver of the use and enjoyment of the Common Area, by abandonment of such Owner's Parcel or any Improvements on such Owner's Parcel or by waiver of any services or amenities provided for in this Declaration. Suit to recover a money judgment for any amount due may be maintained without foreclosing or waiving the lien described in Paragraph 5.3. All remedies set forth in this Paragraph 5 are cumulative and are in

addition to any remedies otherwise available at law or in equity, which shall include the right to restrain by injunction any violation or threatened violation of this Declaration and to compel by decree specific performance, it being agreed that the remedy at law for any breach may be inadequate.

5.3 Lien. If not paid when due, the amounts due under this Paragraph 5 or any other amounts payable to the Manager under this Declaration may be secured by a lien against any Parcel owned by the delinquent Owner. Such lien shall be evidenced by a notice of lien or similar instrument filed for record by the Manager in the official records. A copy of such notice of lien or similar instrument shall be given to such Owner within ten (10) days following recordation. Such notice of lien or similar instrument shall set forth the unpaid amount, the date such amount was due, the name of such Owner and a description of the property subject to such lien, and shall be signed and acknowledged by the Manager. Any such lien may be foreclosed in the same manner as is provided under applicable law for the foreclosure of mortgages covering real property, and shall be subject and subordinate to (a) each Mortgage recorded at the time such notice of lien or similar instrument is filed, (b) this Declaration, (c) each (recorded or unrecorded) utility right-of-way and easement existing at the time such notice of lien or similar instrument is filed, (d) the interest of each tenant or lessee under each lease, rental agreement or similar instrument (whether recorded or unrecorded) existing at the time such notice of lien or similar instrument is filed, and (e) the lien for general taxes and other governmental assessments, but shall be prior and superior to all other interests, whether recorded or unrecorded at the time such notice of lien or similar instrument is filed.

6. Taxes. Each Owner shall pay, prior to delinquency, all Taxes on its Parcel, unless the collection of such Taxes and any sale or forfeiture of such Parcel for nonpayment of such Taxes is prevented or suspended through appropriate legal proceedings. If any Parcel is not assessed and taxed as an independent parcel for tax purposes, the Taxes allocable to such Parcel shall be an equitable proportion of the Taxes for all of the land and Improvements included within each relevant tax parcel assessed, such proportion to be determined by Manager from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

7. Insurance. Each Owner shall maintain commercial general liability insurance providing coverage against bodily injury, death and property damage occurring, or by reason of activities, on or about the Development. Such insurance shall be carried with a responsible company and shall afford at least the coverage provided by a "combined single limit" of \$2,000,000.00 for bodily injury, death and property damage. With the prior written approval of the Manager, any Owner may comply with the requirements of this Paragraph 7 by the purchase of blanket coverage, and may elect such deductible provisions as are consistent with good business practices. Each Owner shall, on request, furnish the Manager with a certificate issued by its insurer evidencing that insurance is in force which complies with the requirements of this Paragraph 7.

8. Indemnification. Each Owner shall indemnify, defend and hold harmless Declarant and each other Owner from and against all losses, damages, claims, causes of



action, demands, obligations, suits, controversies, costs, expenses (including, without limitation, litigation expenses and attorneys' fees, whether incurred with or without the filing of suit, on appeal or otherwise), liabilities, judgments and liens, of whatever kind or character, which are caused by the use, deposit, storage, disposal, transportation or release of any hazardous substances, hazardous wastes, pollutants or contaminants on any part of the Development by the indemnifying Owner or any person leasing or occupying the Parcel owned by such indemnifying Owner, or by any agent, employee, contractor, invitee or licensee of the indemnifying Owner or any person leasing or occupying the Parcel owned by such indemnifying Owner.

9. Title and Mortgage Protection. Except as set forth in Paragraph 5.3, breach of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in any part of the Development, and shall not defeat, impair or render invalid the lien of, or other rights under, any Mortgage covering any part of the Development. Unless and until *it* enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure, any Mortgagee interested under any Mortgage affecting any part of the Development shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, this Declaration (other than those provisions, if any, concerning a consent to be given by a Mortgagee, if a Mortgagee's failure to give such consent is wrongful).

#### 10. Signs.

10.1 Common Signs. To the extent Declarant elects to erect a Common Sign or Common providing multiple facias and/or cabinets for the identification of multiple occupants of the Shopping Center, the following shall govern such Common Sign(s):

10.1.1 To the extent Declarant elects to construct any Common Sign, Declarant agrees to provide written notice to all Parcel Owners comprising the Shopping Center mailed on the same day to each Owner at the address for notices indicated on the records of Utah County, Utah for tax notices. Such notice shall include a rendering of the proposed Common Sign, approximate size of identification panels thereon, the monthly rent for placing identification on each panel and the deadline for tendering a reservation of space thereon. The election to place and maintain signage on any such Common Sign shall be subject to the receipt of a reservation of panels thereon to be determined in order of the chronological receipt by Declarant of a written confirmation for reservation of space thereon to include the panel(s) requested for reservation. To the extent reservations are received by Declarant at the same time, preference shall be given to the requesting party who has maintained the longest occupancy in the Shopping Center. Notwithstanding the foregoing, the Owner of Parcel 4 shall have preference of reservation of location on any Common Sign. Upon expiration of the deadline for reserving space thereon, Declarant shall notify each responding party of the availability and their positioning on such signage.

10.1.2 For the purpose of this Section 10.1, any party entitled to place identification panels on a Common Sign shall be called a "Panel Beneficiary", and the

rights and obligations of each such Panel Beneficiary with respect to the sign structure upon which it has rights to erect a panel (the "Allocable Share") shall be based on the portion of panel area assigned to each on the subject sign structure, even if such identification panel area is not used. Each Panel Beneficiary attaching an identification panel to a Common Sign shall, at its sole cost and expense, (i) obtain all permits and approvals required for such installation, (ii) fabricate its identification panel, install the panel and connect the panel to the power source provided, and (iii) maintain and/or replace the identification panel (including any backlit lighting) pursuant to any governmental requirements, and in a safe condition and good state of repair. If a Common Sign or any identification panel thereon is damaged by a Panel Beneficiary or anyone claiming by, through or under it, then such Panel Beneficiary shall immediately cause the damage to be repaired.

10.1.3 The copy to be placed on any identification panel shall have the prior written approval of Declarant, not to be unreasonably withheld. The cost of installing each panel shall be at each Panel Beneficiary's expense. Upon the expiration or sooner termination of occupancy in the Shopping Center, each Panel Beneficiary shall remove all signage placed thereon, restore the fascia panel to a watertight condition and repair all other damage to the Common Sign as a result of the removal of any panels. In the event any Panel Beneficiary shall fail to promptly remove any such panel(s) or repair any damage, Declarant may remove such panels and repair such damage and such Panel Beneficiary shall reimburse Declarant for the cost thereof within ten (10) days after receipt of an invoice therefore.

10.1.4 All utilities and lighting control over each Common Sign shall be from facilities located in the Building on Parcel 1. Each Owner agrees to grant such easements as are necessary to enable the provision of utilities to each Common Sign.

10.2 Building Signs. Occupants on any of the Parcels shall have the right to install and maintain sign(s) attached to the Building fascias as may be permitted by each Parcel Owner. No such signs shall protrude above any Building roofline. In installing such signage, each such installer shall conform to all requirements of Vineyard City and shall not employ such signage in any manner which shall interfere with any other occupants in such Building and shall not affix such media to the Building or the Premises in any manner which would damage or impair or have the potential of damaging any roof membrane. Upon the expiration or sooner termination of any occupant who has erected a Building Sign, such party shall remove all signage placed thereon, restore the sign fascia to a watertight condition and repair all other damage to the fascia as a result of the removal of any signs to include, but not be limited to, resurfacing the fascia to match the surrounding fascia. In the event any party shall fail to promptly repair any such damage, the Parcel Owner may elect to repair such damage and such defaulting party shall reimburse such Parcel Owner for 125% of such cost thereof within ten (10) business days after receipt of an invoice therefor.

## 11. Lighting.

11.1 Common Area Lighting. After completion of the Common Area lighting system on its Parcel, each Owner hereby covenants and agrees to keep its Parcel fully illuminated from dusk to at least 11:00 pm unless Declarant agrees upon a different time. Each Owner agrees to keep any exterior Building security lights on from dusk until dawn. During the term of this Declaration, each Owner grants an irrevocable license to each other Owners for the purpose of permitting the lighting from one Parcel to incidentally shine on an adjoining Parcel.

11.2 Additional Lighting Hours. It is recognized that some occupants in the Development may be open for business at different hours, and that an Owner may wish to have the Common Area lights be illuminated before or after the above referenced time period. Accordingly, an Owner ("Requesting Owner") shall have the right, at any time, to require the Declarant keep the Common Area lighting operating for such additional hours as requested by the Requesting Owner provided that the Requesting Owner notifies the Declarant of such request not less than fifteen (15) days in advance. The Requesting Party shall state the period during which it wishes such Common Area lights to be kept operating and shall pay for the utility charges based on the Manager's calculation of the additional Common Expenses incurred based on the average hourly rate incurred during the most recent previous three (3) months preceding such request.

12. Covenants to Run with Land. This Declaration shall constitute a covenant running with the land, and shall be binding on and shall inure to the benefit of Declarant, each Owner, any other party which has or comes to have any interest in or which occupies or comes to occupy a Parcel or any other part of the Development, and their respective successors and assigns. This Declaration shall be binding on each part of the Development, and all interests in any part of the Development shall be subject to this Declaration. By in any way coming to have any interest in or occupying any part of the Development, the person so coming to have such interest or occupying agrees to be bound by this Declaration; provided, however, that no such person shall have liability under this Declaration as an Owner until such person becomes an "Owner," as defined in Paragraph 1, nor shall such person have liability under this Declaration for any acts committed prior to such person becoming an Owner.

13. Amendment. This Declaration may be amended by an instrument filed for record in the official records, executed by Declarant, each Owner and each Mortgagee holding a Mortgage encumbering any part of the Development, except as follows:

13.1 Change in Legal Description. Any amendment to this Declaration which changes the metes and bounds description of any Parcel (including, without limitation, the creation of an additional Parcel by subdividing an existing Parcel) only needs to be executed by Declarant, each Owner of the realty involved in the metes and bounds description change and any Mortgagee holding a Mortgage encumbering such realty, and shall set forth a metes and bounds description of each affected Parcel.

13.2 Expansion of Development. Any amendment to this Declaration which expands the Development to include any other real property only needs to be executed by

the Declarant, each Owner of such property and any Mortgagee holding a Mortgage encumbering such property, and shall set forth a metes and bounds description of such property.

13.3 Amendment. Any amendment to this Declaration which changes the Parcel that is the Master Parcel only needs to be executed by each Owner of the Parcel that previously was the Master Parcel and the Parcel that is to become the Master Parcel and any Mortgagee holding a Mortgage encumbering either such Parcel, and shall set forth a metes and bounds description of both such Parcels.

Unless under this Paragraph 13 it is a necessary party to the amendment concerned, no other person need execute such amendment in order to make such amendment in all respects effective, valid, binding and enforceable.

14. Attorneys' Fees. If any action is brought because of a default under or to enforce or interpret this Declaration, in addition to the relief to which such party is entitled, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

15. Release On Transfer. On and after the date an Owner transfers (other than merely for purposes of security for an obligation) or is otherwise divested of such Owner's ownership interest in any Parcel, such Owner shall be relieved of all liabilities and obligations under this Declaration related to such Parcel, except such liabilities or obligations as may have accrued as of the date of such transfer or divestiture.

16. No Merger. The easements, covenants, restrictions and other provisions contained in this Declaration shall remain in full force and effect despite the fact that all or a part of the Development may be owned by the same person from time to time, it being the intention of Declarant to create a common scheme for the development and operation of the Development which will not be terminated by the doctrine of merger or otherwise, unless this Declaration is terminated in accordance with Paragraph 17.

17. Force Majeure. The Manager and any Owner or other person obligated under this Declaration shall be excused from performing any obligation set forth in this Declaration, except the payment of money, so long as (but only so long as) the performance of such obligation is prevented or delayed by an act of God, weather, avalanche, fire, earthquake, flood, explosion, act of the elements, war, invasion, insurrection, riot, malicious mischief, vandalism, larceny, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts or order of government or civil defense authorities, or any other cause beyond the control of the Owner or other person prevented or delayed.

18. Certain Agreements. The purpose of this Declaration is to create certain easements, covenants, restrictions and other provisions which are to apply among the Parcels and which are to define and govern the rights and obligations as between those persons


interested in a given Parcel, on the one hand, and those persons interested in other Parcels, on the other. Accordingly, this Declaration shall not alter any agreements which allocate rights and obligations of persons having an interest in the same Parcel among such persons or third parties, but such agreements shall not limit the liability or obligation of any person under this Declaration.

19. Effective Dates and Duration. This Declaration and any amendment to this Declaration shall take effect as of the date on which it is filed for record in the official records. This Declaration shall remain effective until terminated and extinguished by an instrument filed in the official records and executed by each Owner of the Development and the Mortgagee under each Mortgage then affecting the Development.

20. Interpretation. The captions which precede the Paragraphs of this Declaration are for convenience only and shall in no way affect the manner in which this Declaration is construed. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. The invalidity or unenforceability of any part of this Declaration shall not affect the validity or enforceability of the remainder of this Declaration, and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

THE UNDERSIGNED has executed this Declaration on the date set forth below, to be effective as of the date first set forth above. The undersigned agree that (i) the interests in and rights concerning each part of the Development held by or vested in the undersigned on or after the date of this Declaration shall be subject and subordinate to the arrangement provided for in this Declaration, and (ii) the arrangement provided for in this Declaration shall be prior and superior to such interests and rights, as may be necessary to effectuate all of the provisions set forth in this Declaration.

VINEYARD GATEWAY 1, LLC,  
a Utah limited liability company  
By Equiwest, Its Manager

By:   
Steve Pruitt, Its Vice President

State of Utah            )  
                                  ) ss.  
County of Salt Lake    )

The foregoing instrument was acknowledged before me this 15 day of October 2015, by Steve Pruitt, the Manager of Vineyard Gateway 1, LLC.

  
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Notary Public

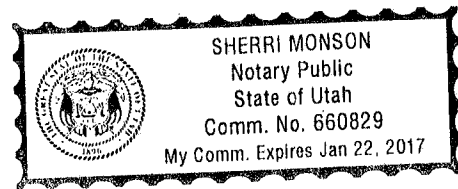
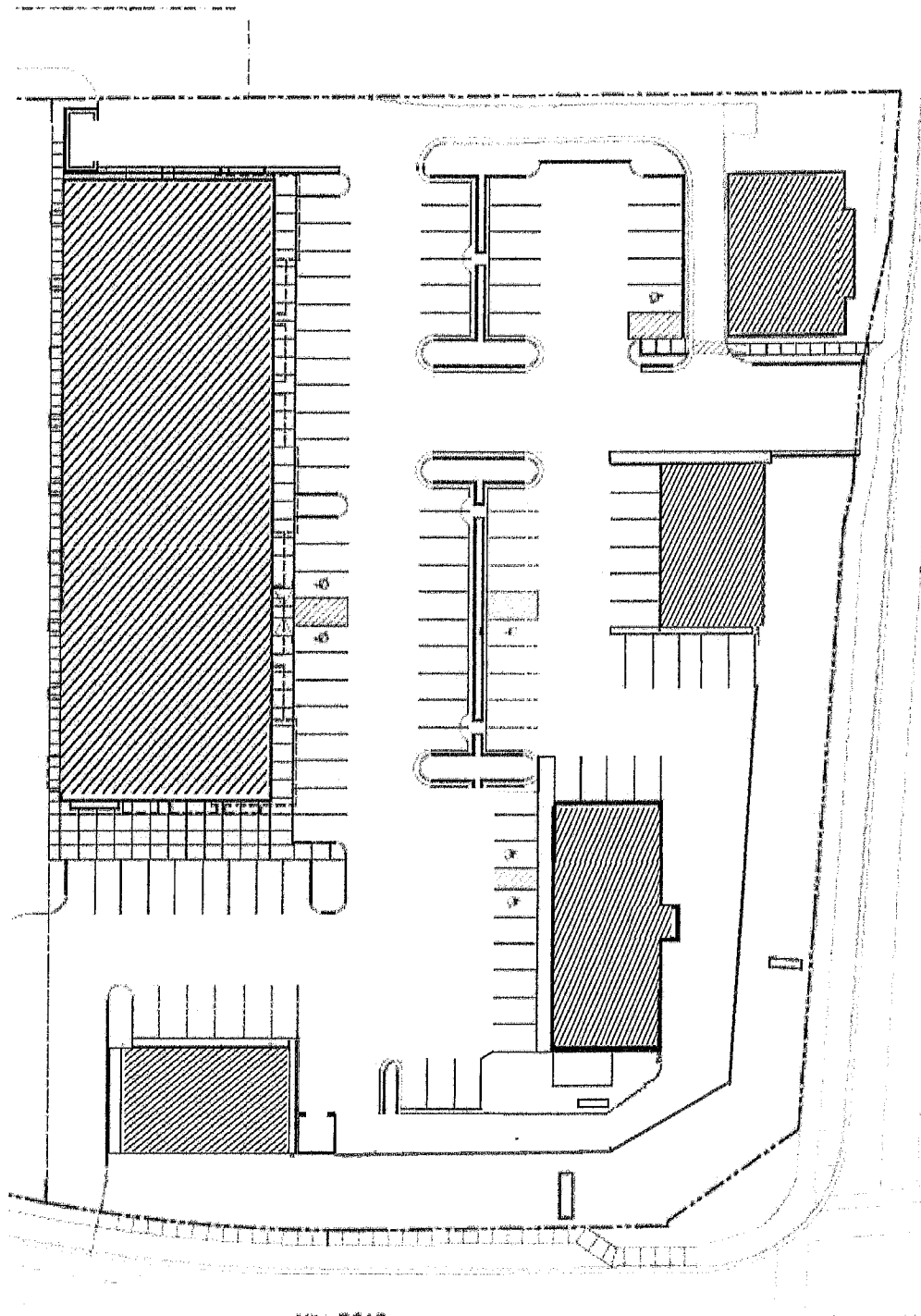


EXHIBIT A







**EXHIBIT C**  
**Rules and Regulations**

1. Any tenant improvements or alterations (and any telecommunications cabling or wiring, and any furniture installation), and any other work, to be performed by an occupant shall be performed by contractors employed by occupant under one or more construction contracts to include the identification of the responsible contractor party it is an Owner or an occupant performing or contracting for any such alterations, additions, improvements or installations. All such work shall be in harmony with and not interfere with operating businesses, workers other contractors or other occupants of the Development. If Declarant reasonably believes that any contractor, worker or supplier will cause or is causing such disharmony or interference, Declarant shall have the right, at no penalty to Declarant, to require the immediate cessation of work until such time as such constructing party submits and Declarant approves a daily work plan providing for the remedy of such conditions.
2. During periods of construction or remodeling, a constructing party shall confine the delivery of all materials shall be between 7:00am and 10:00am in the morning and between 2:00pm and 4:00pm in the afternoon to reduce the impact on the Common Areas and other occupants of the Development that are open for business. Vendors and delivery personnel shall, to the greatest extent possible, utilize the North Mill Road drive aisle.
3. During any period of construction, a constructing party shall provide within the premises it is to occupy or within the Common Areas as designated by Declarant, sanitary facilities for all those performing work and shall provide for service of all such facilities for such periods such as to diminish to the greatest extent possible any odors emanating therefrom.
4. During any period of construction, a constructing party shall provide a container at its sole cost and expense for the storing of all construction debris and waste in such area as shall be designated in writing by Declarant prior to the commencement of any work and shall have such container regularly serviced such as not to present any hazard or unsightly condition with respect to waste and debris. To the extent that the Common Areas shall come to be in need of cleaning or repair as a related to such waste storage and removal obligation, Declarant shall have the right to have such container serviced so as to prevent or minimize any hazardous or unsightly condition and to provide special cleaning, repair or restoration of the Common Areas as result of a contracting party's activities, the cost of which shall be reimbursed to Declarant within ten (10) days after receipt of an invoice therefor.
5. Declarant shall, in all cases, retain the right to control and prevent access to such areas of all persons whose presence in the judgment of Declarant would be prejudicial to the safety, character, reputation and interest of the Development and any occupants or Owners.

6. Each occupant of the Development shall be responsible for all cleaning and janitorial services for their respective premises. Each occupant of the Development agrees to maintain their premises in compliance with all requirements of the Utah County Health Department. No occupant shall cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of their premises.

7. The Development is a non-smoking facility. Declarant shall have the right, from time to time in its sole discretion, to establish "smoke-free" perimeters surrounding any portions of the Development within which smoking shall not be permitted.

8. No occupant shall use or keep in their premises any kerosene, gasoline or flammable or combustible fluid or material other than those limited quantities used in the ordinary course of doing business. No occupant shall use or permit to be used any foul or noxious gas or substance, or permit or allow their premises to be occupied or used in a manner offensive or objectionable to Declarant or other occupants of the Development by reason of noise, odors or vibrations nor shall any occupant bring into or keep in or about their premises any birds or animals except for service animals.

9. No occupant shall not waste any common utility and agrees to cooperate fully with Declarant or any Owner to assure the most effective operation of their premises and to comply with any governmental energy-saving rules, laws or regulations for which actual notice has been provided.

10. Declarant reserves the right to prevent access to the Development in case of invasion, mob, riot, public excitement or other commotion by any appropriate action.

11. Each occupant shall close and lock the doors of their premises upon closing and entirely shut off all water faucets or other water apparatus, electricity, gas or air outlets before leaving their premises excepting therefrom such services as are necessary or incident to protect stock and inventory of products or as required by any governmental agency, health department or responsible business operation.

12. All toilet rooms, sanitary facilities, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be deposited in them.

13. No occupant shall sell, or permit the sale at retail, of newspapers, magazines or periodicals outside its Premises.

14. Declarant reserves the right to exclude or expel from the Development any person who, in Declarant's judgment, is intoxicated, under the influence of liquor or drugs or in violation of any of these Rules and Regulations.

15. Each occupant shall store all of its trash and garbage within their premises until placed in a designated waste receptacle. No occupant shall place in any trash receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Declarant to include, but not be limited to, the

breaking down of all cardboard or other containers in order to preserve, to the maximum extent possible, the available volume in all garbage receptacles.

16. In the event an occupant shall generate any grease or grease-related waste or fluids, such occupant shall store all such containers or devices for collection within their premises to include such protective curbing as Declarant deems appropriate or necessary. Any occupant serviced with a grease interceptor shall regularly have such device serviced by a qualified third party.

17. No occupant shall use on any sidewalks any hand truck except those equipped with rubber tires and side guards or such other material-handling equipment as Declarant may reasonably approve in writing.

18. Each occupant shall comply with all safety, fire protection and evacuation procedures and regulations established by Declarant or any governmental agency.

19. No occupant's employees shall park vehicles in any parking areas designated by Declarant as areas for parking by customers nor shall leave vehicles in the Common Areas overnight nor park any vehicles in the Common Areas other than automobiles, motorcycles, motor driven or non-motor driven bicycles or four-wheeled trucks.

20. Declarant may, upon request by any tenant waive the compliance by such tenant of any of the foregoing rules and regulations, provided that (i) no waiver shall be effective unless signed by Landlord or Landlord's Agent, (ii) any such waiver shall not relieve such tenant from the obligation to comply with such rule or regulation in the future unless expressly consented to by Landlord, and (iii) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with the foregoing rules and regulations unless such other tenant has received a similar waiver in writing from Landlord. Notwithstanding the foregoing, Landlord shall enforce the Rules or Regulations in a uniform and non-discriminatory manner.

Lot 1, Vineyard Gateway 1 Subdivision, a vacation of Lot 1, Mill Road East Subdivision, according to the official plat thereof as recorded in the office of the Utah County Recorder, State of Utah.

The following is shown for information purposes only: 46-861-0001