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Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 17 P.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

LNR CPI Commerce Center, LLC,  
c/o LNR Property, LLC  
21255 Burbank Blvd., Suite 140  
Woodland Hills, California 91367  
Attention: Ric Kern

APN: 15-17-227-003-0000  
15-17-227-001-0000  
15-17-227-002-0000  
15-16-102-001-0000  
15-17-227-001-0000  
15-17-276-006-0000  
15-17-276-007-0000

(Space Above For Recorder's Use)

**AMENDED AND RESTATED DECLARATION OF COVENANTS  
AND RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made as of the 29<sup>th</sup> day of MARCH, 2012, by LNR CPI Commerce Center, LLC, a Utah limited liability company, together with its successors and assigns ("Declarant").

**RECITALS:**

A. LNR is the owner of certain tracts of land located in Salt Lake County, State of Utah, known as Lot 18, Lot 19, Lot 20, Lot 21, and Lot 22 of the Nin Tech East VII Subdivision, as more particularly described on Exhibit A, attached hereto and incorporated herein (individually a "Lot," and collectively, the "Property").

B. The Original Declaration indicated that Declarant, or an affiliate of Declarant, has the option to purchase Lot 16 and Lot 17 of the Nin Tech East VII subdivision (the "Future Property"), as more particularly described on Exhibit B, attached hereto and incorporated herein. Declarant does not have the right to purchase the Future Property.

C. The Property is part of a commercial/industrial park that is owned or at one time was owned by Declarant or an affiliate of Declarant (the "Project").

D. Declarant executed a Declaration of Covenants and Restrictions dated as of May 8, 2009, and recorded on May 18, 2009 in the official records of Salt Lake County as instrument number 10705138 in Book 9724 at pages 1512-1527 ("**Original Declaration**").

E. Declarant desires to amend and restate the Original Declaration and replace the Original Declaration with this Declaration, and intends that this Declaration operate as a framework for the development, maintenance, and operation of the Project and desires to impose certain covenants, conditions, and restrictions upon the Property for the mutual and reciprocal benefit and complement of the Project and for Declarant, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing, Declarant does hereby declare, adopt, establish and impose the following covenants, conditions, and restrictions which shall be applicable to the Property, and it is hereby declared that the Property shall be held, transferred, improved, sold, and conveyed subject to the following covenants, conditions, and restrictions, which are for the purpose of protecting the value and desirability of the Project, and which shall run with the land and shall be binding upon, and inure to the benefit of, the Property and all parties having rights, title or interest in or to the Property or any part thereof, and their heirs, successors, and assigns. By accepting the transfer or conveyance of title to any parcel within the Property, such transferee accepts and agrees to the terms and conditions of this Declaration and shall have a privity relationship with Declarant under this Declaration.

1. Successors; Running with Land. The covenants and agreements in this Declaration are for and on behalf of Declarant, and on behalf of each successive owner, during his, her or their ownership of any portion of the Property and each party having any interest in the Property derived through any such owner. The covenants, conditions and restrictions in this Declaration shall be restrictive covenants that are binding upon and run with the Property for the duration of the Declaration. Every party who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such party acquired an interest in the Property.

2. Cooperation with Adjoining Development. Each owner of a parcel within the Property, excluding Declarant (an "**Owner**"), shall reasonably cooperate with the development activities on adjoining properties within the Project and the Property to facilitate ease of construction and to ensure that the development of the boundary areas between adjoining parcels are developed in an integrated and harmonious manner, including without limitation, meeting and conferring with adjoining parcel owners and modifying plans and specifications as reasonably necessary for (a) grading, (b) utilities, (c) drainage, and (d) landscaping features. The foregoing cooperation shall also include the cooperation of an Owner in allowing the Owner(s) of adjacent Lots to temporarily (for periods not to exceed one hundred twenty (120) days without the consent of the adjoining owner) encroach on the Lot of the cooperating Owner, to establish construction staging areas, subject to reasonable terms and conditions. Each Owner will in good faith attempt to expeditiously reach agreement with any party conducting construction activities on any adjoining Lots, provided in all events: (i) the encroaching party maintains reasonable liability insurance, naming the Owner as an additional insured; (ii) the encroaching party shall indemnify the Owner for all staging area activities upon such adjoining Owner's Lot; (iii) the use

of a staging area does not unduly interfere with the use and development of the Owner's Lot; and (iv) the staging area shall be restored to the condition that existed prior to the use of such area as a staging area.

3. Erosion Control. Each Owner shall be responsible for the installation, maintenance and repair of all temporary erosion control systems and materials on the Owner's parcel in accordance with the standards of applicable governmental agencies. If an Owner fails to so install, maintain and repair any such temporary erosion control, Declarant or the adjacent Owner detrimentally affected by the lack of such erosion control measures may enter onto such Owner's parcel to install, maintain and repair the temporary erosion control systems and materials and the Owner of such parcel shall reimburse Declarant or the curing Owner one hundred percent (100%) of the costs incurred by Declarant or the curing Owner with respect to such installation, maintenance or repair within thirty (30) days of Declarant's or the curing Owner's demand.

4. Effect on Development of Property. The development potential of the Project will depend in substantial part upon the intensity of developments and uses in the Project in general, and on the Property in particular. In connection with the development, improvement, subdivision, entitlement and re-entitlement of the Property, the Owners will not take any action or position with respect to the Property or the remaining portions of the Project, which would delay or reduce or have the effect of delaying or reducing the entitlements, density, intensity of use, use or improvements to which Declarant is entitled for the Project as of the date Declarant first conveys a Lot to an Owner. Without limiting the generality of the foregoing, the Owners shall not have the right to obtain, and shall not seek or process any right or entitlement with respect to its parcel that would cause a delay or reduction, of any right or entitlement which would or could have a material adverse effect on Declarant's right and ability to develop, improve, entitle and re-entitle any portion of the Property. Each Owner shall cooperate with Declarant's effort to complete any obligations of Declarant's that Declarant is required to complete pursuant to any contract pertaining to the Property, including without limitation, permitting Declarant to enter the Property as needed or convenient to complete Declarant's contractual obligations.

5. Architectural Control.

(a) Approval Required. No construction, alteration, removal, relocation, repainting, demolishing, landscape changes, grading excavation, addition, installation, modification, decoration, redecoration or reconstruction of an improvement on the Property shall be constructed, erected, placed, altered, maintained or permitted to remain on any Lot until submittals showing the Lot layout including, but not limited to, all ingress and egress for persons and vehicles, all vehicle parking, all exterior elevations with materials and colors therefor, roof equipment screening, transformer locations, exterior signs, rubbish enclosures, exterior hardscape, landscape, and irrigation, walls and fences, square footage, the nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to the Declarant and approved in writing by the Declarant. Submittals shall include color rendered site plans, floor plans, color rendered elevations, color rendered perspectives, sections, landscape plans, signage plans, elevations and details. Additional documents may be reasonably requested by the Declarant from time to time to clarify the submittals.

All of the submissions for Declarant's review will incorporate the design elements set forth in the Preferred Building Designs and Components, which is attached hereto and incorporated herein as Exhibit B, and contain such detail and information as Declarant may reasonably require to make an appropriate decision. Any and all signage shall comply with the then current sign criteria adopted by Declarant.

All drawings shall be submitted unmounted and shall be fully dimensional. Two (2) sets of drawings shall be submitted, one set for the Declarant's records and one set shall be available for the Applicant upon request subsequent to Declarant's review and approval.

Samples of all visible materials and paint colors utilized in the exteriors of or visible from the exteriors of the proposed improvements shall also be submitted. The samples of colors and materials shall be affixed to cardboard or foam core backing, not exceeding 30 X 40 inches in size. Overall thickness of the color and material sample board shall not exceed 12 inches. All color and material samples shall be identified as to their manufacturer, manufacturer's product number, and proposed use.

Though it is recognized that the Declarant's determination to approve or disprove an improvement will, of necessity, be subjective to some degree, Declarant shall act reasonably and in good faith. Factors commonly considered by Declarant in reviewing proposed improvements include, but are not limited to, the quality of workmanship and materials proposed for the improvement project, the harmony of the proposed improvement's exterior design, finish materials, and color with that of the existing structures, and the proposed location of the improvement in relation to existing topography, finished grade elevations, roads, common areas, and other structures.

The Declarant shall be entitled to determine that a proposed improvement or component thereof is unacceptable in the context of a particular Lot, even if the same or a similar improvement/component has previously been approved for use at another location or locations within the Property or the Project. Factors that may cause the Declarant to reject a proposal that was previously approved at another site include, but are not limited to, poor drainage, and unique topography, visibility from roads, common areas of the Project or other Lots or parcels within the Project, proximity to other buildings or common facilities, or prior adverse experience with the product or design of the proposed improvement or any component thereof.

Declarant will review any proposed site plan or plans and specifications, elevations or any other items submitted within fifteen (15) business days of receipt thereof. Declarant will not unreasonably withhold, condition or delay its review of the information submitted. Owner hereby acknowledges that it shall not be unreasonable for the Declarant to disapprove of any plans and/or submittals based upon the lack of conformity and/or harmony of such plans and/or submittals with the Preferred Building Designs and Components and/or the external design of the improvements located or to be located on the adjacent Lots. Owners are strongly encouraged to retain architects, or other design professionals as is applicable, in the design of improvements to, and in preparation of submittals for review. Declarant will specify in reasonable detail any objections to the items submitted and until such time that the proposed plans are approved by Declarant in writing, they will be deemed to be not approved. Declarant's approval of the proposed plans and specifications is required before the plans and specifications

are submitted to governmental authorities. Approval of the proposed plans and specifications must also be obtained in accordance with the Ninigret Declaration. The final plans and specifications approved pursuant to the Ninigret Declaration, by Declarant and by governmental authorities are referred to herein as the "**Final Plans.**" Any changes in the Final Plans shall similarly be submitted to and approved by the Declarant.

ANYTHING IN THIS DECLARATION TO THE CONTRARY NOTWITHSTANDING, THE OWNER EXPRESSLY ASSUMES THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES AND/OR MARKET DEMAND/CONDITIONS AND WAIVES TO THE GREATEST LEGAL EXTENT, ANY DEFENSE, CLAIM OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, CHANGED ECONOMIC CIRCUMSTANCES OR SIMILAR THEORIES.

6. Construction. The Property is subject to certain restrictions ("**Restrictions**") as contained in that certain (a) Special Warranty Deed dated December 30, 2008, from Ninigret Technology East, L.C. ("**Ninigret**") to LNR and recorded on December 31, 2008 as Entry No. 10589626 in Book 9670 at Page 33 of the Official Records as modified and/or supplemented by that certain Amendment to Special Warranty Deed Restriction dated March 12, 2009 by and between Ninigret and LNR and recorded on May 18, 2009 as Entry No. 10705137 in Book 9724 at Page 1507-1511 of the Official Records (the "**Vesting Deed**"), and (b) Declaration of Covenants, Conditions, and Restrictions recorded on September 19, 2003 as Entry No. 8824654 in Book 8884 at Page 5521 of Official Records, and any amendments thereto (the "**Ninigret Declaration**"). Each Owner shall comply with any and all terms and conditions set forth in the applicable Vesting Deed and the Ninigret Declaration. Declarant desires that Owners develop and occupy the Property. As such, Declarant desires to avoid speculative purchasing of the Property for investment purposes. In addition, Declarant desires to protect the value of the Property. Accordingly:

(a) Anti-Speculation Restriction. No parcel within the Property can be conveyed until all buildings, structures, and site improvements have been completed in accordance with the Final Plans (defined in Section 6(b) below) (the "**Anti-Speculation Restriction**"). If the Anti-Speculation Restriction is violated, the selling Owner shall pay to Declarant the sale proceeds less reasonable and customary closing costs in excess of the selling Owner's original purchase/acquisition price paid to Declarant. The foregoing covenant and restriction shall not prevent an Owner from selling any portion(s) of a parcel that has been improved with building improvements in accordance with the Final Plans on an individual building or phased basis to the extent a certificate of occupancy or other comparable final sign-off by all applicable governmental authorities has been issued with respect to such building improvements. If an Owner fails to pay any excess sales proceeds to Declarant, Declarant shall have available to it all remedies available at law or in equity, including, without limitation, the remedy of injunction and specific performance and a lien as set forth in subsection (c) below. The Anti-Speculation Restriction shall automatically terminate on the date Completion of Construction occurs on a parcel without the necessity of any further action by any party, at which time the Anti-Speculation Restriction shall no longer be a matter of record affecting such parcel within the Property. As used in this Declaration, "**Completion of Construction**" shall mean completion of the intended improvements on a parcel in accordance with the Final Plans (as

defined below) and the issuance of a certificate of occupancy or its equivalent by the appropriate governmental entity.

(b) Creation and Enforcement of Default Amount Lien.

Each Owner shall pay any and all amounts to Declarant as provided in subparagraph (a) above, (f), (h) and/or paragraph 9 below. Such amounts, as and when accrued, together with interest at the rate of eighteen percent (18%) per annum thereon, will be a continuing lien upon such Owner's parcel within the Property until paid in full to Declarant.

If an Owner fails to pay any amount to Declarant within thirty (30) days after demand by Declarant, Declarant may, at any time within two (2) years from the date such amount(s) become due, file for record in the office of the County Recorder of Salt Lake County, Utah, a claim of lien together with interest thereon which claim will contain: (i) a statement of the amount(s) unpaid and the interest accrued thereon, and (ii) a legal description of the parcel within the Property. Such claim of lien will be effective to establish a lien against the interest of the defaulting Owner in the Property in the amount of all unpaid amounts, together with accrued interest described above, plus recording fees, costs of title search obtained in connection with such lien or the foreclosure thereof and court costs and reasonable attorneys' fees which may be incurred in the enforcement of such a lien.

Such a lien, when so established against the defaulting Owner's parcel within the Property, will be prior or superior to any right, title, interest, lien or claim which may be or may have been acquired in or attached to the real property interests subject to the lien subsequent to the time of filing such claim for record, other than (i) the lien for real property taxes and assessments; or (ii) the lien of any mortgage or deed of trust made in good faith and for value. Such lien will be for the benefit of Declarant and may be enforced and foreclosed under power of sale or in a suit or action brought by Declarant in any court of competent jurisdiction, if brought within one year of the filing of such lien.

Any sale provided for herein is to be conducted in accordance with the provisions of applicable law related to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or allowed by law. Declarant will have the power to bid on the lien property at any foreclosure sale, and to acquire, lease, mortgage and convey the same. In the event the lien provided for herein is foreclosed under power of sale or in a suit or action brought by Declarant in any court of competent jurisdiction, the foreclosing/prevaling party or parties will also be entitled to an award of reasonable attorneys' fees and costs.

Upon the timely curing of any default for which a notice of claim of lien was filed, Declarant is hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment of a fee, to be determined by the lien claimant, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as will have been incurred. The assessment lien and the rights to foreclose thereunder will be in addition to, and not in substitution for, all other rights and remedies which any party may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments.

(c) Governmental Approvals. Each Owner shall obtain, prior to commencement of construction of any improvements on the Property, all permits, licenses, certificates, authorizations, consents and other approvals necessarily required pursuant to any law, ordinance, resolution, order, rule or regulation of any governmental or quasi governmental authority or having jurisdiction over the Property and the development thereof ("**Governmental Approvals**"). The Governmental Approvals shall be deemed to include, but not be limited to, site plan approval by the City, and approval of the Final Plans and other construction activity to be performed on the Property as required to be obtained pursuant to this Declaration. All construction activities performed on the Property shall be performed in compliance with all applicable laws, rules, ordinances and regulations of every governmental body having jurisdiction over the Property (collectively, "**Laws**").

(d) Construction. All building construction must be diligently prosecuted to completion, shall be performed in a workmanlike manner and in accordance with the requirements of all governmental authorities having jurisdiction over such work and shall be performed in a manner that does not unreasonably interfere with the operations of any business on any adjoining parcel within the Property. All construction shall utilize new materials and shall be performed in a good, safe, workman-like manner. Any construction activities performed on or benefitting the Property shall not:

- (1) cause any unreasonable increase in the cost of constructing improvements upon the Property.
- (2) unreasonably interfere with construction work being performed on any part of the Property.
- (3) unreasonably interfere with the use, occupancy or enjoyment of any part of the Property.
- (4) cause any building or improvement located on the Property to be in violation of any Governmental Requirements.

(e) Quality of Construction. Buildings shall be of substantial high quality construction with exterior walls constructed of concrete, of masonry or of curtain wall cladding systems typical of first-class office and first-class industrial buildings. Concrete block is prohibited unless it is textured as split face, scored, or slumpstone. "Precision Block" or smooth faced block may only be utilized as an accent material. Metal pre-manufactured systems buildings such as "Butler" type buildings, sheds, walls and roof are prohibited.

(f) Completion of Construction. Upon thirty (30) days' prior written notice to an Owner of a parcel, Declarant may (a) demolish any uncompleted building, (b) construct a barricade around any uncompleted building, or (c) in the case of uncompleted remodeling, complete all or part of such remodeling if (i) construction is commenced on a parcel within the Property, (ii) such construction ceases prior to the completion of such construction for a period exceeding one hundred twenty (120) days, and (iii) Declarant in its reasonable discretion determines that such unfinished construction creates an unsafe or unsightly condition detrimental to the Property. Upon completion of any such work by Declarant, the Owner of the parcel shall reimburse Declarant upon demand for all amounts expended in connection with such work, plus accrued interest at the rate of eighteen percent (18%) per annum.

(g) Construction Staging. In connection with any construction, reconstruction, repair or maintenance on the Property, each Owner may create a temporary staging and/or storage area on such Owner's parcel within the Property at such location as will not unreasonably interfere with access to other parcels within the Property. Prior to the commencement of any work which requires the establishment of a staging and/or storage area on a parcel within the Property, the Owner of such parcel shall give at least thirty (30) days prior notice to Declarant of the proposed location of such staging and/or storage area. If substantial work is to be performed, the Owner of the parcel shall fence such staging and/or storage area. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the parcel within the Property, and all laborers, suppliers, contractors and others connected with such construction activities shall use only the access points located upon such parcel.

(h) Appearance and Maintenance of Property during Construction. Each parcel within the Property shall not be used for any storage of construction materials which are not to be used on such parcel. Each Owner shall also keep, or cause to be kept, its parcel within the Property in a neat, orderly and clean condition, free of all weeds and other debris. Each Owner will employ effective dust control procedures and will comply with any reasonable requests made by Declarant with respect to the appearance of the Project and the Property during construction thereon within three (3) days following receipt of such request. Each Owner will repair or replace any improvements, such as roads, landscaping, curbs, gutters, sidewalks, etc. that may be damaged or disturbed, or required to be installed, as a result of the development of such Owner's parcel within the Property and construction activities performed by, through, or under such Owner. If an Owner fails to comply with the foregoing, and such failure has not been cured within ten (10) days after the Owner's receipt of Declarant's written request to do so, Declarant may, and, if necessary, enter the Owner's parcel to do so, clean, clear or repair such parcel, at the Owner's expense, and the Owner of such parcel shall reimburse Declarant for all reasonable costs so incurred by Declarant, plus accrued interest at the rate of eighteen percent (18%) per annum, within ten (10) days following receipt of an invoice relating to all such costs so incurred by Declarant.

7. Covenants and Restrictions.

(a) Vehicle Storage. Unless contained entirely within a building or structure, no portion of any Lot shall be used for storage, construction or repair of automobiles, motorcycles, mobile homes, boats, trucks, trailers or recreational vehicles. Notwithstanding the foregoing, an Owner shall have the right to maintain temporary construction trailers on its Lot in connection with construction or restoration of the Improvements on its Lot, following any such Owner's receipt of the prior written approval from the Declarant of the size, location and color of such construction trailers, which approval shall not be unreasonably withheld or delayed. Only parking for patrons of the use permitted and operated on the Lot and employees thereof (for periods not to exceed twenty-four (24) consecutive hours) and the parking of delivery trucks, service vehicles and other vehicles related to the use permitted and operated on the Lot, while furnishing services to such business shall be permitted. All delivery, service or other vehicles



parked on any Lot (either temporarily or overnight) shall be parked while not in use in the rear of each Lot and shall not be visible from the adjacent Lot.

(b) Storage and Loading Areas.

A. Unless specifically approved by Declarant in writing, no outside storage of pallets, boxes, metal drums, containers of any type, materials, supplies or equipment, including company owned or operated trucks, mobile homes, boats, trailers (except truck trailers stored in approved and marked designated areas), or recreation vehicles, shall at any time be stored in any area on a Lot except inside a closed building, or behind a visual barrier screening such areas so that they are not visible from the neighboring Lots or public streets. Visual barrier screening to a height of not more than eight (8) feet shall be permitted only with the prior written approval of Declarant. Heights exceeding eight (8) feet will be considered if warranted by field conditions. Any visual barrier screening shall be constructed of split face block, concrete tilt up or other approved substantial, durable and attractive materials. Chain link fencing is prohibited. Use of razor wire, barb wire or similar materials is also prohibited.

B. Loading areas shall not encroach into setback areas.

C. Loading docks or truck wells on any Lot shall be in the rear of the buildings and be screened through the use of landscaping and six (6) foot minimum and eight (8) foot maximum walls so as not to be visible from any adjacent Lots. Loading shall be permitted to the rear of the setback line from that portion of a structure not fronting a street. The location and design of loading docks, truck wells and screening walls shall first be approved in writing by the Declarant.

(c) Enclosed Storage. Unless first specifically approved by the Declarant in writing, no materials, supplies, motor vehicles or operating equipment shall be sold or stored on any Lot except inside a closed building or structure, provided, however, in no event shall any temporary or permanent storage containers, sheds or other containers be placed on any Lot unless first approved in writing by the Declarant. All areas requiring fencing shall be enclosed with a minimum six (6) foot high and maximum eight (8) foot high walls in materials approved in writing by the Declarant. Chain link fencing shall be prohibited on the Property. All gate and/or wall construction shall be of materials approved by the Declarant and consistent with the Design Guidelines. Notwithstanding the foregoing, Owner shall have the right to temporarily maintain construction related trailers, materials, supplies or operating equipment on its Lot in connection with the construction, alteration or restoration of improvements on its Lot in accordance with this Declaration and plans that have been approved.

(d) Screening of Roofs and Roof Mounted Equipment. No portion of any roof mounted equipment of any type, including but not limited to, heating/air conditioning, ventilation equipment, antennas, satellite dishes, skylights, microwave communication equipment and solar collectors, shall be visible from ground level of any neighboring Lot or street. Any such roof mounted equipment shall be fully concealed from all cardinal points by building form, parapets, approved screening structures, walls or penthouses.

(e) Antennae/Lights. Subject to applicable Laws, no television, radio or other electronic towers, aerials, antennae, satellite dish or device of broadcast or reception or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot, unless and until the same shall have been approved in writing by the Declarant, provided, however, such approval shall be conditioned upon such items being contained (i) within a building or a structure, (ii) in an underground conduit, or (iii) otherwise screened such that such items are not visible from the adjacent Lot. All outdoor lighting shall be shielded and confined primarily within each Lot and shall not glare or shine directly on any public right of way.

(f) Rubbish Enclosures. All rubbish areas shall be enclosed with a minimum six foot (6') high wall with a maximum height of eight (8) feet. The enclosure shall be constructed of a durable material, such as slumpstone, split face block, brick or concrete. The enclosure shall be compatible with the architecture of the building it serves. "Precision Block" shall not be used unless covered with an approved cement plaster finish or as an accent material. All rubbish enclosures shall have gates or blinds constructed of durable non-combustible impact resistant materials, such as steel frames with steel plate panels. Gates or blinds provided shall be installed and maintained so as to prevent vision into the rubbish enclosures. Chain link gates are prohibited. No rubbish containers, dumpsters, or bins shall be maintained on any Lot unless approved by the Declarant and contained within an approved rubbish enclosure. All rubbish enclosures shall be maintained in a clean and well maintained condition and shall be of sufficient size to fully conceal and render not visible from adjoining Lots and public streets all rubbish generated by the Owner between carting times. No odor shall be permitted to arise therefrom so as to render the Lot, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants.

8. Liens. No mechanic's or materialmen's liens shall be filed against any portion of any other parcel within the Property as a result of work performed on, or materials provided to, a parcel within the Property or by, through, or under Owner of such parcel. In the event any such liens are filed against another Owner's parcel within the Property or a portion thereof, the Owner for which the work was performed shall immediately take the necessary steps to have such lien released. In the event an Owner fails to so remove or release such lien against another parcel within the Property, and Declarant incurs any expenses, damages or costs, including attorneys' fees, in connection with or relating to releasing such lien, the Owner for which the work was performed shall promptly reimburse Declarant for all such costs, fees and expenses, plus accrued interest at the rate of eighteen percent (18%) per annum.

9. Default and General Remedies. In the event of any breach, violation or failure to perform or satisfy any provision of this Declaration, Declarant at its sole option and discretion may enforce any one or more of the following remedies or any other rights or remedies to which Declarant may be entitled by law or equity, whether or not set forth herein. To the maximum extent allowable by law, all remedies provided herein or by law or equity shall be cumulative and not exclusive. Any violation of the provisions herein contained will be deemed to be a continuing violation hereof and no delay in the delivery of any notice of any violation hereof or in the enforcement of any rights or the seeking of any remedies provided hereunder will constitute, or be deemed to constitute, a waiver of the right to give such notice, enforce such right or seek such remedy at any time after the occurrence of such violation.

(a) Damages. Declarant may bring a suit for damages for any compensable breach of or noncompliance with any of the provisions of this Declaration, or declaratory relief to determine the enforceability of any provisions of this Declaration.

(b) Equity. It is recognized that a particular or ongoing violation of this Declaration may cause Declarant to suffer material injury or damage not compensable in money (including, but not limited to irreparable effects on the type and quality of development on the Project or portions thereof), and that Declarant shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with the provisions of the Declaration or an injunction to enjoin the continuance of any such breach or violation thereof, whether or not Declarant exercises any other remedy set forth herein.

10. Notices. All notices, demands, consents, approvals and other communications which are required or desired to be given by either Declarant or an Owner hereunder shall be in writing and shall be hand delivered or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the appropriate party at its address set forth below, or at such other address as Declarant or Owner shall have last designated by notice to the other party. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or other communications shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered notice or communications. A party may change its notice address by providing written notice to the other party.

To Declarant: LNR CPI Commerce Center, LLC  
c/o LNR Property, LLC  
21255 Burbank Blvd., Suite 140  
Woodland Hills, California 91367  
Attention: Mr. Ric Kern

With a copy to: LNR Property, LLC  
4350 Von Karman, Suite 200  
Newport Beach, CA 92660  
Attention: J. Patrick Galvin, Esq.  
CPG General Counsel

11. Duration. Except as otherwise provided herein, this Declaration shall remain in full force and effect for a term of ninety-nine (99) years from the date hereof. Notwithstanding the foregoing, the Declarant shall have the right to extend the term of this Declaration for successive ten (10)-year periods upon written notice to the Owners served prior to the expiration of the then current term, and recordation in the Official Records of a notice extending the term of this Declaration. Upon written request, Declarant and each Owner shall sign such and acknowledge such notice.

12. Legal Fees. In the event Declarant or any Owner(s) within the Project, which are express beneficiaries of the covenants herein pursuant to Paragraph 2 above, commences

litigation for the judicial interpretation, enforcement or rescission hereof, the prevailing party will be entitled to a judgment against the other for an amount equal to reasonable attorneys' fees and other costs incurred.

13. Lender Protection. No breach of any of the provisions of this Declaration will defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value.

14. Modifications. These provisions may be modified or extinguished by an instrument in writing signed, acknowledged and recorded by Declarant so long as Declarant owns a parcel within the Property. If Declarant no longer owns a parcel within the Property, this Declaration may be amended by an affirmative vote of (a) 67% of the Owners and (b) the Owners that own 67% of the total square footage of the Property.

15. Partial Invalidity. If any provision herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the invalidity of any such provision will in no way affect the validity of any other provision herein contained.

16. Applicable Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Utah. Venue and jurisdiction for any legal proceedings shall be in Salt Lake County, Utah.

17. Captions. The captions appearing in this Agreement are for convenience in reference only. Should there be any conflict between any caption and the section with which it appears, the section and not the caption shall control.

18. Consent and Approvals. Wherever the consent, approval, judgment or determination of Declarant is required or permitted under this Agreement and no express standard is specified (e.g., "reasonableness"), Declarant shall exercise Declarant's business judgment in good faith in granting or withholding such consent or approval or in making such judgment or determination. If it is determined that Declarant failed to give its consent where it was required to do so under this Declaration, an Owner shall be entitled to injunctive or declaratory relief but shall not be entitled to monetary damages. The review and/or approval by Declarant of any item or matter to be reviewed or approved by Declarant under the terms of this Declaration shall not impose upon Declarant any liability for the accuracy or sufficiency of any such item or matter or the quality or suitability of such item for its intended use. Any such review or approval is for the sole purpose of protecting Declarant's interest in the Project, the Property, and no third parties shall have any rights as a consequence thereof.

19. Future Property. Declarant does not have the right to purchase the Future Property. No covenant, condition, or restriction contained in this Declaration shall be binding upon the Future Property. Declarant hereby releases and removes the Original Declaration from the Future Property.

20. Amended and Restated Declaration. This Declaration amends, restates, and supersedes the Original Declaration.

DATED as of the day and year first above written.

Declarant: LNR CPI Commerce Center, LLC,  
a Utah limited liability company

By: LNR CPI A&D Holdings, LLC,  
a Delaware limited liability company,  
its member

By: LNR Commercial Property Investment Fund  
Limited Partnership, a Delaware limited  
partnership,  
its member

By: LNR CPI Fund GP, LLC, a  
Delaware limited liability company,  
its general partner

By:  \_\_\_\_\_

Its: Vice President

**EXHIBIT "A"**

That certain real property located in Salt Lake County, Utah, specifically described as follows:

**LOT 18, LOT 19, LOT 20, LOT 21, AND LOT 22, NIN TECH EAST VII, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.**

EXHIBIT "A"

-14-

4830-5105-2815.4

**EXHIBIT "B"**

**(Legal Description of Future Property)**

That certain real property located in Salt Lake County, Utah, specifically described as follows:

**LOT 16 AND LOT 17, NIN TECH EAST VII, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.**

## **EXHIBIT "C"**

### **(Preferred Building Designs and Components)**

#### Preferred Building Designs and Components

Improvements constructed on the property shall aim to incorporate Class "A" industrial development designs and standards. Owners are encouraged to develop aesthetically pleasing, unique improvements.

Preferred property design elements include but are not limited to: building reveal lines on the vertical planes of walls, generous glass treatments applied to office or customer service areas, offsets of large vertical planes along longer building surfaces (primarily around office or customer service areas), overhangs over office/customer service areas and shading elements at windows such as permanent canopies, sun-screens, recessed glazing and weather protection at office entries. Multiple tone, complementary, neutral paint exterior color schemes are preferred. Visual screening of mechanical and electrical equipment is also preferred.

Preferred building components include but are not limited to: concrete with multiple reveal lines/patterns to create aesthetic interest via shadow lines of larger concrete panels, masonry (brick/concrete masonry units), stone, curtain wall glass, storefront assemblies. Landscaping shall consist of 2" or larger caliper trees adjacent to parking areas and multiple species of draught resistant plants in landscaped areas near office and customer service areas.

Discouraged property designs and components include but are not limited to: aggregate square footage of vertical exterior planes being primarily constructed of metal, vertical concrete panels without reveals or textures to eliminate monotony, non earth-tone paint schemes, use of stucco or synthetic plaster other than for trim or minor areas and deciduous fruit trees.

Owners must also adhere to the Bangerter Crossing General Sign Program Guidelines.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 3-29-12

Date

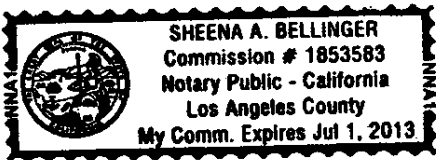
before me, Sheena A. Bellinger, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Ric Kern

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sheena A. Bellinger

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Amended and Restated Declaration of Covenants and Restrictions

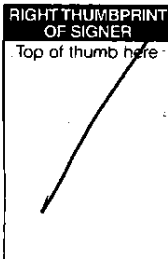
Document Date: March 29, 2012 Number of Pages: 16

Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Ric Kern

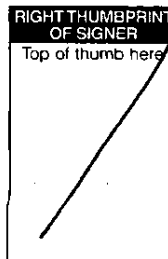
- Individual
- Corporate Officer — Title(s): Vice President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: LNA CPA Commerce Center, LLC

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_