

After recording, return to:

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Johns Monroe Mitsunaga Kolouskova PLLC
ATTN: Duana Kolouskova
11201 SE 8th St., Suite 120
Bellevue, WA 98004

Document Title or Titles

Declaration of Easements

Reference Nos. of Documents Assigned or Released:

None

Name of Grantor: NorthPoint Development, LLC

Name of Grantee: NorthPoint Development, LLC

Pages referencing additional names: None

Abbreviated Legal Description: Tract Y-1, Boundary Line Adjustment Recording No, 200710315007

Additional Legal Description Found On Exhibit A

Assessor's Property Tax Parcel Number or Account Numbers: 011927-2005

DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS (this "Declaration") is made, granted, declared, established and reserved this ____ day of _____, 2021, by NorthPoint Development, LLC, a Delaware corporation (herein called "Declarant").

RECITALS

A. Declarant is the fee owner of the real property legally described in Exhibit A attached hereto (the "Property").

B. Contemporaneously with the recording of this Declaration, Declarant is establishing a Plat for the Property (the "Plat") as generally depicted in Exhibit B attached hereto pursuant to which the Property will initially consist of five (5) separate lots. In connection with the PLAT, Declarant desires to establish (i) certain mutual access and parking easements over the Property, (ii) certain utility easements over the Property, and (iii) certain maintenance obligations and other covenants affecting the Property, all as set forth herein.

NOW THEREFORE, Declarant hereby establishes the following covenants and easements for the Property:

ARTICLE 1 **DEFINITIONS**

1.1 Allocable Share. The term "Allocable Share" shall refer to the portion of the Common Area Maintenance Expense allocable to each Owner as set forth in Section 3.3.

1.2 Common Area. The term "Common Area" shall mean areas located on the Property including the parking area, shared landscaping located around the parking areas as may exist from time to time, sidewalks, walkways, loading areas, and drive aisles as depicted in Exhibit C - Common Areas.

1.3 Common Area Improvements. The term "Common Area Improvements" shall refer to the shared monument signs, shared landscaping and landscaping irrigation, parking lot lighting, and any storm water detention facilities including catch basins,

vaults and storm water filters (specifically excluding any improvements which are particular to a Lot, such as Lot specific landscaping, or Lot specific signs).

1.4 Common Area Maintenance. The terms “Common Area Maintenance” and “maintenance” shall mean the actions, activities, performance and undertakings with respect to the Common Area and Common Area Improvements for which Common Area Maintenance Expenses may be incurred pursuant to Article 3.

1.5 Common Area Maintenance Expense. The term “Common Area Maintenance Expense” shall mean all actual and reasonable expenses incurred by the Declarant for maintenance of the Common Area and Common Area Improvements as set forth in Article 3, the allocable share (“Allocable Share”) of which is set forth in Exhibit D – Cost Allocations.

1.6 Consent of Owners. When the term “Consent of Owners” is used, each Owner shall have one vote for each Parcel which that Owner owns.

1.7 Declarant. The term “Declarant” shall mean NorthPoint Development, LLC, and its successors and assigns, and any parties succeeding to the rights, interest and obligations of as Declarant under this Declaration.

1.8 Lot; Lots. The term “Lot” shall mean any one of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, and Lot 7 as shown on the PLAT. The term “Lots” shall mean all of the above referenced Lots.

1.9 Maintaining Owner. The term “Maintaining Owner” shall mean the Declarant for so long as Declarant owns a Lot and, thereafter, shall mean an Owner of a Lot that is designated by the Declarant with the consent of a majority of the Owners, which consent shall not be withheld unreasonably.

1.10 Owner; Owners. The term “Owner” shall mean any one of the owners of a Lot. The term “Owners” shall mean all of the owners of the Lots.

1.11 Property. The term “Property” shall mean that certain real property situated in Snohomish County, Washington, as described in Exhibit A.

ARTICLE 2 **GRANT OF EASEMENTS**

2.1 Access Easements. Declarant, as the current Owner of all of the Lots, hereby grants and establishes in favor of each Lot and for the use by the Owner of each

Lot and their successors, assigns, tenants, customers, suppliers and invitees, and the customers, suppliers and invitees of such tenants, in common with all others entitled to use the same, nonexclusive easements over the Common Area for (i) ingress and egress to and from their respective Lots; (ii) the passage of vehicular and pedestrian traffic; (iii) loading and unloading within the loading areas designated on the PLAT; and (iv) access to and from public streets, roads and highways.

2.2 Parking Easements. Declarant, as the current Owner of all of the Lots, hereby reserves, establishes and grants nonexclusive easements for vehicular parking over the parking areas within the Lots for the use by the Owner of the Lots and their successors, assigns, tenants, customers, suppliers and invitees, and the customers, suppliers and invitees of such tenants, in common with all others entitled to use the same. The parking easements are shown on the PLAT.

2.3 Utility Easements. Declarant, on behalf of itself and its successors and assigns, hereby reserves, establishes and grants for the benefit of each Lot and each Owner of a Lot, such nonexclusive easements in, to, over, through, under and across the Common Area as may be reasonably required by such Owner for the installation, operation, flow and passage, use, maintenance, repair, relocation and removal of sanitary sewers, storm water system, water and gas mains, systems and lines, electrical lines and related equipment, conduit and lines for data and telephones, sprinkler utility lines, and other utility lines serving such Owner's Lot. All such utility easements and the critical service areas for the utility lines and mains that are subject to the easements granted and reserved hereunder shall be located on such portions of the Common Area on each particular Lot as may be approved by the Owner of that particular Lot, which approval shall not be unreasonably withheld or delayed.

2.4 Installation and Maintenance of Utilities. Except as may be otherwise provided in separate agreements between Owners with respect to obligations of Owners who are parties to such agreements, the cost of installing, maintaining, repairing and operating utility facilities shall be paid by the particular Owner of the Lot for whom the utility facilities were installed. Each Owner shall be responsible for the payment of the actual costs and expenses for the installation, maintenance and repair of all utility facilities serving such Owner's Lot. Each Owner hereby grants a license to each other Owner to enter upon the Common Area located upon the Lot owned by the granting Owner, or portion thereof where such utility lines are located, for maintenance and repair of such utility lines in accordance with the terms and conditions of this Section. Any maintenance and repair work on such lines and equipment shall be performed only after not less than thirty (30) days' written notice to the particular Owner upon whose Lot such work will be performed, except in case of emergency, in which event only such shorter or no notice (as reasonably determined by the Owner doing the work) shall be required.

Any such work shall be done without cost or expense to the other Owners and in such a manner as to cause as little disturbance in the use of the Common Area as may be practicable under the circumstances. Each Owner performing the work shall indemnify, defend and hold each other Owner harmless from any and all mechanic's liens and from any loss, cost, damage and expense relating to claims for personal injury or property damage arising out of such maintenance or repair work except for those arising through the negligence or willful misconduct of an indemnified Owner. Upon completion of the work, the Owner performing such work shall restore the portion of the Common Area affected by the work to the same condition as existed prior to commencement of the work at the sole cost and expense of the particular Owner performing the work.

2.5 Relocation of Utilities. Each Owner shall have the right to relocate utilities which either (a) benefit such Owner, or (b) are located on such Owner's Lot. Any relocation shall be performed only after the Owner who is requiring the work has given not less than thirty (30) days' notice of its intention to relocate to all Owners affected by such relocation (if any), and such relocation: (i) shall not materially interfere with or diminish the utility services to any Owner; (ii) shall not reduce or unreasonably impair the usefulness or function of such utility; and (iii) shall not materially increase the continuing expense of maintaining the utility service. The cost or expense of such work shall be borne by the Owner who requests such relocation work. Any such relocation work shall not interfere with the business operations of any affected Owner unless the affected Owner provides prior written consent.

2.6 Easement for Drainage. Each Lot and the Owner of each Lot shall have nonexclusive easements in, to, over, and across the Property for reasonable drainage purposes; provided such drainage does not materially interfere with the use and/or operation of the Parking Area or any improvements located on any Lot.

2.7 Easement for Monument Signs. Declarant, on behalf of itself and its successors and assigns, hereby reserves, establishes and grants for the benefit of the Owners of the Lots (and the tenants of the Lots) an easement in, over, through, across the Lots on which there is located a monument sign as shown on Exhibit E (the "Signage Plan") for the purpose of installing, maintaining, repairing and replacing signage upon such monument signs. The monument signs shall be located in the locations shown on the Signage Plan provided, however, that for so long as Declarant owns Lots, Declarant shall have the right to amend the signage locations allocated to such Lots Declarant owns and adjust the Allocable Shares of such Lots accordingly. The Maintaining Owner shall be responsible for maintaining, repairing and replacing the monument signs (excluding the individual sign panels) so that it remains in good condition and repair. The panels are assigned to the Lots as shown on the Signage Plan.

2.9 Obstruction of Common Area. Each Owner shall have the right to temporarily close off portions of the Common Area, for no more than 30 days, located on the Lot or Lots owned by that Owner for construction, maintenance and repair as necessary in a manner that will not unreasonably inconvenience patrons of the Property; provided, however, that ingress and egress to the Lots shall at all times be available during the hours of operation of a business operating on said Lot or Lots.

ARTICLE 3 **MAINTENANCE AND EXPENSES**

3.1 Common Area Maintenance. The Maintaining Owner shall (a) cause the Common Areas and Common Area Improvements to be maintained, repaired and replaced so that they remain at all times in good condition and repair, and (b) provide Common Area parking lot sweeping and snow and ice removal. The Maintaining Owner may charge an administrative fee for the services provided hereunder based upon the actual cost of such services, not to exceed \$10,000.00 per year (commencing on the date that the first business is open within the Property after the date of this Declaration) with annual increases not to exceed two percent (2%). Maintaining Owner may contract with a third party for its obligations as Maintaining Owner hereunder. Except for the obligations of the Maintaining Owner as expressly set forth above, each Owner shall be responsible for maintaining the Common Area on its Lot in good condition and repair. Each Owner shall be solely responsible for reimbursing the Maintaining Owner for its Allocable Share as set forth in Exhibit D – Cost Allocations.

3.2 Maintenance Costs. Not later than March 31 of each year, Maintaining Owner shall prepare an annual accounting and budget.

3.2.1 The budget shall be based on an estimate of the costs for maintenance of Common Areas and Common Area Improvements, as specifically allocated in Exhibit D – Cost Allocations, including (a) general maintenance, repairs to and replacements of the Common Area Improvements, (b) the costs of water for the landscaping irrigation, (c) costs of electricity for the parking lot lighting, (d) general parking lot sweeping and snow and ice removal within the drive aisles and parking surfaces of the Common Area, (e) the administrative fee, and (f) may include provision for creating, funding and maintaining reserves, typical for this type of project, for contingencies, operations, insurance, and maintenance, improvement, repair, replacement and acquisition of Common Areas (collectively, “Common Area Maintenance Expense”).

3.2.2 The annual accounting shall include an analysis of the actual Common Area Maintenance Expense of the prior year.

3.2.2.1 Should the actual Common Area Maintenance Expense of the prior year be less than amounts paid by an Owner for that year, Maintaining Owner shall apply any overages to the then-current year's budgeted Common Area Maintenance Expense for that Lot, or, upon request by an Owner, refund such overage to the Owner by check.

3.3.2.2 Should the actual Common Area Maintenance Expense of the prior year exceed amounts paid by an Owner, such Owner shall reimburse Maintaining Owner for such shortfall within twenty (20) days of receipt of the annual accounting.

3.2.3 The Owners shall reimburse the Maintaining Owner on a monthly basis for their Allocable Share of such costs and expenses in the annual budget.

3.3 Cost Allocations. The Allocable Share of each Owner shall be as set forth in Exhibit D – Cost Allocations. Costs shall be allocated based on (a) the percentage of the land area of the Lot(s) owned by such Owner when compared to the land area of the entire Property, (b) responsibility for specific Common Areas as set forth in Exhibit C, (c) use of the shared monument sign; electricity use; and (d) access to and use of access roads, drive aisles, parking area.

3.4 Failure To Pay. If an Owner does not pay its share of any costs payable under this Article 3 within ten (10) days after the date such payment is due, the Maintaining Owner shall send a notice to the Owner that its payment is delinquent and that failure to pay the delinquent amount within twenty (20) days after the date of such notice will subject the Owner to interest on such amount at the rate of the higher of (a) one and one-half percent (1.5%) per month, or (b) three percent (3%) over Bank of America's (or any successor bank) commercial prime rate of interest per annum, in each case compounded monthly (the higher of which is referred to as the "Default Interest Rate"), and subject the Owner to all rights and remedies available to the Maintaining Owner pursuant to this Declaration.

ARTICLE 4 **DAMAGE AND DESTRUCTION OF COMMON AND/OR PARKING AREA** **IMPROVEMENTS**

If the Common Area and/or Common Area Improvements are damaged or destroyed during the term of this Declaration by any casualty, the Owner of the Lot upon which the damage occurred shall repair and restore the Common Area and Common Area Improvements located on its Lot as soon as reasonably possible after the event of damage

or destruction. The restoration shall be prosecuted with due diligence and completed as soon as reasonably possible.

ARTICLE 5 **TRANSFER OF INTEREST**

5.1 Limitation on Transfer. An Owner may, by notice to the other Owners, appoint an agent to act on its behalf with respect to the rights and obligations under this Declaration and, in such event, the agent shall have the right to enforce such Owner's rights under this Declaration and such agent shall be jointly and severally liable with such Owner for the obligations under this Declaration. Except as otherwise provided in this Declaration, in no event shall the rights, powers and obligations conferred upon any Owner under this Declaration be at any time transferred or assigned by any such Owner except through a conveyance of fee simple interest in its Lot (except that the Maintaining Owner may contract with a third party for the maintenance obligations to be performed under Section 3.1 above).

5.2 Transfer of Interest. In the event of the conveyance or termination of the whole of the fee simple interest of an Owner in its Lot without such Owner retaining any beneficial interest therein, other than as a mortgagee or beneficiary under a deed of trust, then the rights and powers conferred upon, and the obligations of, the transferring Owner under this Declaration shall be transferred and assigned with its fee simple interest, or termination thereof, and the successor Owner shall be deemed to assume such rights, powers, and obligations and thereupon become the Owner as to such Lot effective as of the date of transfer.

ARTICLE 6 **COMPLIANCE WITH DECLARATION**

6.1 Enforcement.

6.1.1 Rules and Regulations. Attached hereto as Exhibit F are the rules and regulations ("Rules and Regulations") governing the use and maintenance of Lots and Common Area Improvements, which may be amended by the Maintaining Owner from time to time, provided that such rules and regulations shall not be inconsistent with this Declaration.

6.1.2 Compliance of Owner. Each Owner shall comply strictly with the provisions of this Declaration and the Rules and Regulations; provided, however, that so long as the Everett Clinic or its affiliates own or are a tenant within the building located on Lot 1, they shall be exempt from the Rules and Regulations. The Maintaining Owner may prescribe penalties for the violation of the Rules and Regulations. Failure to comply

with the Rules and Regulations shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Declarant or Maintaining Owner, or by the aggrieved Owner against the party failing to comply.

6.1.3 **Notice.** Maintaining Owner or Declarant shall notify an Owner of a violation of the Declaration or Rules and Regulations. The Owner shall remedy the violation within ten (10) days from the notice; provided, if the nature of the violation requires longer than ten (10) days to remedy, the Owner shall remedy the violation with reasonable promptness and diligently prosecution. Any Owner shall notify the Maintaining Owner or Declarant of a violation of the Maintaining Owner or Declarant's responsibilities under the Declaration. The Maintaining Owner or Declarant shall remedy the violation within ten (10) days from the notice; provided, if the nature of the violation requires longer than ten (10) days to remedy, the Maintaining Owner or Declarant shall remedy the violation with reasonable promptness and diligent prosecution.

6.1.4 **Compliance of Lessee.** The occupation of a Lot by a tenant, and every lease, shall be subject to this Declaration. By entering into occupancy of a Lot, an occupant agrees to be bound by this Declaration. A breach of this Declaration by an occupant shall be deemed to be a breach of its lease. In the event of a violation by an occupant, the Declarant or Maintaining Owner shall be responsible for remedying the violation in accordance with this Article 6.

6.1.5 **Right of Entry.** Violation of any of the provisions hereof shall give to Declarant or Maintaining Owner the right to enter upon the Lot as to which such violation exists and to abate, correct and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exists thereon contrary to the provisions hereof. Such entry shall be made only after three (3) days' notice to said Owner and with as little inconvenience to the Owner as possible. Neither Declarant nor the Maintaining Owner shall be deemed guilty of any manner of trespass by such entry, abatement or removal.

6.2 No Waiver of Strict Performance. The failure of the Declarant or Maintaining Owner, in any one or more instances to insist upon or enforce the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or of any rules or regulations, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. No waiver of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Declarant or Maintaining Owner.

6.3 Remedies Cumulative. The remedies provided are cumulative, and may be pursued concurrently, as well as any other remedies that may be available under law although not expressed herein.

ARTICLE 7 NOTICE

7.1 Addresses for Notice. Any notice, demand, request, consent, approval or other communication which any Owner desires to give or make or communicate shall be in writing and shall be given or made or communicated by personal delivery, or by United States registered or certified mail, return receipt requested, postage prepaid, or by courier or express service guaranteeing overnight delivery with a signed receipt in each case. Notices addressed to Declarant shall be addressed as follows:

[ADD CONTACT FOR NOTICE]

Each Owner, upon acquiring a Lot, shall provide each other Owner, if any, with written notice of the address to which notices to such Owner are to be addressed. Any Owner may change its address for notice purposes by delivering written notice of such change to each of the other Owners. Any notice, demand, request, consent, approval, or other communication shall be deemed to have been given, made or communicated on the date the same was delivered personally, received by United States mail as registered or certified matter, with postage thereon fully prepaid, or received by courier service.

ARTICLE 98 FORCE MAJEURE

Declarant and each Owner shall be excused from performing any obligation or undertaking provided in this Declaration, except any obligation to pay any sums of money under the applicable provisions hereof in the event and so long as the performance of any such obligation is prevented, delayed or hindered by act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities' materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental or civil or military authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the respective control of such Owner. If performance of an obligation is prevented or delayed by any of the foregoing causes, the Owner claiming the extension shall give prompt notice of such delay to each of the other Owners. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the date of commencement of the cause.

ARTICLE 9 **MISCELLANEOUS**

9.1 Amendment. Declarant may amend this Declaration without the approval of any other Owner in order to reflect any modifications to the PLAT that are allowed under Section 2.8 above or to reflect changes to the Signage Plan and related Allocable Shares as allowed under Section 2.7 above. Except as set forth above, (a) this Declaration may not be modified or amended, in whole or in part without the written Consent of all of the Owners, and (b) all amendments shall be in writing, executed and acknowledged by all Owners and shall be duly recorded in the Office of the County Recorder of Snohomish County, Washington.

9.2 No Third Party Beneficiary. The provisions of this Declaration are for the exclusive benefit of the Owners of Lots, and their respective successors and assigns, and not for the benefit of any third person, nor shall this Declaration be deemed to have conferred any rights, express or implied, upon any third person.

9.3 Attorneys' Fees. If any Owner shall institute any judicial action or proceeding, including mediation, arbitration and or litigation, to enforce relating to violations, threatened violations or failure of performance of or under this Declaration, or any default hereunder, or to enforce the provisions hereof, then the prevailing Owner shall be entitled to recover its reasonable attorneys' fees from the defaulting Owner. Reasonable attorneys' fees shall be fixed by the court or other adjudicator. The "prevailing Owner" shall be the Owner who by law is or are entitled to recover its or their costs of suit or arbitration, whether or not the action proceeds to final judgment. If the Owner who shall have instituted suit or proceeding shall dismiss it as against the other Owner without the concurrence of such other Owner, the other Owner shall be deemed the prevailing party.

9.4 Breach Shall Not Defeat Mortgage. A breach of any of the terms, conditions, covenants, or restrictions of this Declaration shall not defeat or render invalid the lien of any mortgage made in good faith and for value upon an Owner's Lot, but the terms, conditions, covenants or restrictions shall be binding upon and effective against any person or entity who acquires title to said Lot or any portion thereof by foreclosure, trustee's sale or otherwise.

9.5 Breach or Waiver Shall Not Permit Termination. No breach of this Declaration or waiver of any right or benefit hereunder shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration or avoid its obligations hereunder, but such limitation shall not affect, in any manner, any other rights, or remedies which an Owner may have hereunder by reason of any breach of this Declaration.

9.6 Governing Laws. This Declaration shall be construed in accordance with the laws of the State of Washington. Any litigation arising out of or in connection with this Declaration shall be conducted in Snohomish County, Washington.

9.7 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property or any right, benefit or easement in or to all or any part of the Property, to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

9.8 Successors. This Declaration shall, except as otherwise specifically provided herein, run with the land, both as respects the benefits and burdens created herein, and shall be binding upon and inure to the benefit of each person or entity acquiring an interest in the Property and their successors and assigns.

9.9 Time of Essence. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Declaration.

9.10 Merger. This Declaration or the covenants, conditions, easements, and other terms and conditions shall not be extinguished or terminated by operation of the doctrine of merger or otherwise due to the existing or future common ownership of the Property.

9.11 Covenants Running With the Land. This Declaration and all of the provisions, rights, powers, covenants, conditions and obligations contained in this Declaration shall be binding upon and inure to the benefit of Declarant, so long as Declarant is an Owner, and each Owner of any Lot and to their respective heirs, successors (by merger, consolidation or otherwise) and assigns and all other persons or entities acquiring any portion of the Property, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Declaration shall be covenants running with the land pursuant to applicable law.

9.12 Indemnity. Each Owner shall defend and indemnify the other Owner against any and all claims, costs, liabilities and damages arising out a violation of this Declaration.

9.13 Estoppel Certificates. The Maintaining Owner or Declarant shall, upon written request of an Owner, issue to a prospective mortgagee, beneficiary, purchaser, or successor of such Owner, within fifteen (15) days following such request, an estoppel certificate stating that, to the best of the issuer's knowledge as of such date; (a) whether the Maintaining Owner or Declarant knows of any default by the requesting Owner under

this Declaration, and if there are known defaults, specifying the nature thereof and (b) whether this Declaration has been assigned, modified or amended in any way (and if it has, then stating the nature thereof). Failure by the Maintaining Owner or Declarant to so execute and return such certificate within the specified period shall be deemed an admission on such Maintaining Owner or Declarant's part that the Owner requesting the certificate is current and not on default on the performance of the requesting Owner's obligation under the Declaration and that all other statements set forth in such estoppel certificate are true.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first set forth above.

NorthPoint Development, LLC,
a Delaware corporation

By: _____
Its: _____

On this ____ day of _____, _____, before me personally appeared _____, to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Print Name)
Notary Public, Residing at _____
My appointment expires _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

PLAT

EXHIBIT C

COMMON AREA DEPICTION

EXHIBIT D
COST ALLOCATIONS

EXHIBIT E

SIGNAGE PLAN

EXHIBIT F

RULES AND REGULATIONS

1. Each Owner shall be responsible for compliance with these Rules and Regulations by its tenants, customers, suppliers and invitees.
2. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed, or affixed on or to any part of the outside of the building without the written consent of Maintaining Owner and the governing authority. Maintaining Owner shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Owner.

All approved signs or lettering on doors shall be printed, affixed or inscribed at the expense of Owner by a person approved of by Maintaining Owner and per the Signage Plan on Exhibit E.

No Owner shall place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside any building or structure on its Lot; provided, however, that Owner may install a building standard window covering at all exterior windows.

Temporary identification and “Grand Opening” banners shall be removed from the building within sixty (60) days following opening for business.

3. The sidewalks, passages, exits, entrances, parking lots, roads and drive aisles, shall not be obstructed by any of the Owners or used by them for purposes other than for ingress and egress from their respective Lots.
4. Owner shall not use, keep or permit to be used or kept any foul or noxious gas or substance on their respective Lots or the Property, or permit or suffer the same to be occupied or used in a manner offensive or objectionable to other Owners by reason of noise, odors and/or vibrations, or interfere in any way with other Owners or those having business therein.
5. Lots, and building and structures thereon shall not be used for any improper, objectionable or immoral purpose.
6. Owner shall not use or keep on the Lots, buildings or and structures any kerosene, gasoline, or inflammable or combustible fluid or material, unless the products are sold by Owner in the ordinary course of Owner's business.

7. No Owner shall disturb, solicit, or canvass any occupant of the Property and shall cooperate to prevent the same.
8. Maintaining Owner shall have the right to control and operate the Common Areas in such manner as it deems best for the benefit of the Owner's generally.
9. Each Owner shall make every effort to minimize the inconveniences of truck deliveries. At no time shall an Owner's truck block any vehicular access to the shopping center, or any fire lanes within the parking area. Any damage to the Common Areas or other Lots caused by an Owner's deliveries, shall be repaired by Maintaining Owner at such Owner's expense.
10. Each Owner's employees, tenants, invitees, agents, and guests, shall park their vehicles in the designated "Employee Parking" stalls, as depicted in the PLAT.
11. Each Owner shall place all garbage in designated trash/garbage bins only. Each Owner shall make every effort to keep trash area and enclosure free of all garbage and debris. Non-compliance will result in direct charge to such Owner for clean-up and maintenance of trash/garbage area.