

When recorded send to:
Jared L. McHatton, Esq.
Ryan, McHatton & Wooten
5353 North 16th Street
Phoenix, Arizona 85016

264068-11

TITLE USA Company of Arizona

PROP RSTR (RS)

DECLARATION OF COVENANTS, CONDITIONS

88 088191

AND RESTRICTIONS

This Declaration is made this 25th day of February, 1988, by GATEWAY VILLAGE PARTNERS, an Arizona general partnership ("Gateway"), and STANLEY STEIERMAN as Trustee of THE STEIERMAN TRUST, under the Trust Agreement dated June 1, 1977 ("Pad Owner").

R E C I T A L S:

A. Gateway is the owner of the property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Shopping Center").

B. Gateway is concurrently herewith conveying to Pad Owner the property described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Property").

C. Gateway and Pad Owner desire to restrict the use of the Property and to subject the Property to this Declaration of Covenants, Conditions and Restrictions in order to provide for the preservation of the values and amenities of the Property for the benefit of the Shopping Center.

NOW, THEREFORE, Gateway and Pad Owner hereby declare as follows:

ARTICLE I

GENERAL PROVISIONS

1.01 Establishment of Restrictions. The Property is concurrently herewith being sold and shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the covenants, conditions and restrictions ("Restrictions") set forth in this Declaration.

1.02 Definitions. Unless otherwise required by context, the words, phrases and terms used in this Declaration shall have the meanings indicated on Exhibit "C" attached hereto and incorporated herein by this reference.

1.03 Restrictions as to Use. Pad Owner, and any subsequent purchaser of the Property, covenants and agrees with Gateway to use or permit the use of the Property only in accordance with the Restrictions and to refrain from using the Property in any way inconsistent with or prohibited by the provisions of this Declaration.

Recorded in official records of Maricopa County, Arizona	
DATE	FEB 25 '88 - 4 30 PM
FEE	269
PAGES	21
KATH POLETIS, COUNTY RECORDER	

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1.04 Purpose of the Restrictions. The purpose of these Restrictions is to ensure the quality, development and use of the Property, to protect Gateway and any subsequent owner of all or any portion of the Shopping Center against undesirable development or use of the Property which may diminish the value of the Shopping Center, to prevent the erection on the Property of structures built of improper or inharmonious design or materials, to encourage the erection of attractive Improvements at appropriate locations, to assure proper setbacks from streets and adequate free spaces between structures, to provide for well-maintained and unifying landscaping and to enhance and protect the value, desirability and attractiveness of the Property and the Shopping Center.

1.05 Mutuality, Reciprocity, Run with Land. All the Restrictions contained herein are made for the direct benefit of the Shopping Center and create a restrictive covenant and an equitable servitude upon the Property, as the servient tenement, in favor of the Shopping Center, as the dominant tenement, and create rights and obligations of the Pad Owner to Gateway, and privity of contract and estate among all grantees of the Property, their heirs, successors and assigns. Each of the Restrictions shall operate as covenants running with the land for the benefit of the Shopping Center, and shall inure to the benefit of all grantees hereof, their heirs, successors and assigns, and shall apply to and bind the grantees of the Property, their heirs, successors and assigns.

ARTICLE II

USE OF Unofficial Document PROPERTY

2.01 Permitted Uses. The Property is intended to be developed initially as a business primarily devoted to the retail sale of lamps and lighting fixtures. Notwithstanding the foregoing, the Property may be used for any lawful purpose not held as a prohibited use on Exhibit "E" hereto and specifically designated and authorized as a permitted use in the City Zoning Ordinance in effect on June 30, 1986 for PAD zoning classification and none other, or as otherwise properly rezoned or reclassified in accordance with all applicable governmental rules, regulations and standards. In each lease with respect to property within the Shopping Center executed by Gateway as Landlord after the date of this Declaration, Gateway shall prohibit any such lessee from operating such property as a business whose primary purpose is the sale of lamps or lighting fixtures so long as the Property is being utilized as a business whose primary purpose is the sale of lamps and lighting fixtures.

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2.02 Prohibited Uses. Notwithstanding any other section of Article II, those uses, purposes or businesses described in Exhibit "E" attached hereto and incorporated herein by this reference shall be prohibited except where they are to be directly ancillary to a permitted primary use and are commonly included as ancillary uses in other comparable developments.

2.03 Temporary Structures. No structure of a temporary character shall be permitted to remain upon the Property without the prior written approval of Gateway. Except for construction related vehicles permitted under the preceding sentence, no trailer, vehicle, truck, camper, boat, or other object, material or implement shall be stored on the Property.

2.04 Designation of Common Area. The Property is subject to the reciprocal easements established by that certain Declaration of Easements made by Gateway, as declarant, dated October 22, 1986 and recorded as Document No. 86-597181 and re-recorded on December 11, 1986 as Document No. 86-685201 and as modified by that certain Modification of Declaration of Easements dated November 19, 1986 and recorded November 26, 1986 as Document No. 86-653082, records of Maricopa County, Arizona, relating to certain real property including the Shopping Center and the Property (the "Easement Declaration"). Gateway hereby designates that: (a) the portion of the Property to be deemed Common Area (as defined in the Easement Declaration) shall be the area designated on Exhibit "F" attached hereto and incorporated herein by reference; and (b) the balance of the Property shall be deemed property designated for the exclusive use of the Pad Owner.

ARTICLE III

DEVELOPMENT STANDARDS

The purpose of this Article is to establish minimum design and development standards for all parcels to supplement the City Zoning and Subdivision Ordinances. All development within the subdivision shall comply with both the City of Glendale requirements and the restrictions contained in Exhibit "G" attached hereto and incorporated herein by this reference. In the case of any conflict between the two sets of requirements, the more restrictive standard shall apply.

ARTICLE IV

MAINTENANCE OF PROPERTY IMPROVEMENTS

4.01 Obligation to Maintain. All Improvements on the Property (except for Improvements lying within the Common Areas referred to in paragraph 4.02) shall be maintained by the Pad

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Owner, at such Pad Owner's expense, in good, safe and clean condition and repair at all times and otherwise in accordance with the terms of this Declaration. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate thereon. All rubbish, trash and garbage shall be kept in rodent proof containers; rubbish, trash and garbage which emits odor shall be kept in air tight containers.

4.02 Specific Provisions Affecting Pad Owner. All parking, driveway, other paved areas and landscaped areas included within the "Common Area" as that term is defined in the Easement Declaration and as designated in paragraph 2.04 and Exhibit "F" and depicted in the drawing on "F-1" hereof shall be maintained by Gateway pursuant to the standards and in the manner specified in the Easement Declaration. Notwithstanding anything to the contrary contained in the Easement Declaration, the term "Operating Costs" as used in the Easement Declaration, for purposes of determining the assessments owing by Pad Owner under the Easement Declaration, shall not include any property management fee greater than 10% of the aggregate "Operating Costs" attributable to the "Common Areas" as defined in the Easement Declaration. Specific provisions respecting the use, maintenance or operation of the Property shall be set forth in Exhibit "F-2" attached hereto.

4.03 Obligation to Restore. In the event of any damage to or destruction of the Improvements upon the Property, the Pad Owner shall, at its election, with all due diligence, at its sole cost and expense, either (a) repair, restore and rebuild such building or buildings; or (b) tear down and remove all Improvements then remaining and the debris resulting therefrom and clean and restore the Property to a level and clean condition, covered by grass or other approved ground cover. Nothing in this section shall relieve Pad Owner from any obligation to repair, restore or rebuild that may be contained in any lease or encumbrance on the Property.

ARTICLE V

PLAN APPROVAL PROCEDURE

5.01 Plan Approval Requirement. No Improvements shall be erected, placed, altered or maintained on the Property except Improvements constructed in conformity to the Plans previously approved by Gateway. In the event of a casualty, condemnation or other destruction of the Improvements or if, during the term of this Declaration, Pad Owner desires to renovate or alter the Improvements, no such construction, alteration or replacement shall be made on the Property unless and until Gateway shall have received and approved Plans therefor, which Plans must conform to the requirements of Exhibit "G." Gateway shall not unreasonably withhold its approval of such Plans. Such approvals shall be

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based on, among other considerations, the adequacy of site dimensions and architectural design, conformity of the external design with the external design of existing and previously approved Improvements in the Shopping Center and the architectural theme established by Gateway, the aesthetics of the external design, the relationship of the topography, grade and finished elevation of the Property to that of adjacent parcels and the conformity of such Plans with the purpose and intent of this Declaration.

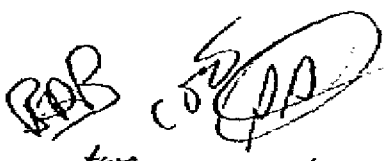
5.02 Additions or Alterations. Any additions or alterations to any portion of the approved Plans shall be subject to Gateway's prior review and approval.

5.03 Approval Procedure. Gateway has previously approved Plans for the Improvements to be constructed initially on the Property. In the event that reconstruction, alterations or replacements are required pursuant to the terms of Paragraph 5.01 hereof, and Plans are submitted therefor to Gateway, Gateway shall approve or disapprove Plans within fifteen (15) working days from the receipt thereof. Such Plans shall be submitted in duplicate ("Original Plans"). One (1) set shall be returned to the Pad Owner stamped "Approved," "Approved Subject to Conditions" or "Not Approved." Plans stamped "Approved" allow the Pad Owner to proceed with the erection, placement, alteration or maintenance of the Improvements in conformance with the approved Plans. Plans stamped "Approved Subject to Conditions" permit the Pad Owner to proceed with the erection, placement, alteration or maintenance of the Improvements provided Pad Owner complies with the conditions marked by Gateway on or attached to the returned Plans. Plans marked "Not Approved" may contain comments marked on the Plans or attached to them describing the general basis for disapproval but preclude Pad Owner from proceeding with the erection, placement, alteration or maintenance of the Improvements. The Pad Owner may revise or correct said Not Approved Plans and may submit such revisions or corrections in duplicate to Gateway for consideration (Gateway shall review such revised and corrected Plans and proceed as if they were Original Plans). Any Plans not reviewed and returned to Pad Owner by Gateway within the time period specified above shall be deemed approved by Gateway.

5.04 Approval Stages. The Plan approval process shall consist of the stages described on Exhibit "H" attached hereto and incorporated herein by this reference.

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5.05 Proceeding with Work. Work shall be commenced within ~~sixty~~ ^{ninety} (60) days after the date of the recording of this Declaration. For purposes of this section, commencement of construction shall mean the completion of grading and the pouring of substantially all foundations for the Improvements. Pad Owner shall diligently prosecute the construction commenced to prompt completion in conformance with the Plans so approved, and shall,

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^{two} in any event, complete the Improvements in accordance with the approved Plans within ~~one~~ ^{ten} hundred ~~eighty~~ ³¹⁰ (180) days from the date of recording of this Declaration. If Pad Owner fails to complete the construction according to the approved Plans within ~~one~~ ^{two} hundred ~~eighty~~ ³¹⁰ (180) days after recording of this Declaration, Gateway shall have the right to enter upon the Property and demolish and remove the Improvements at Pad Owner's sole cost and expense.

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 5.06 Limitation of Liability. Gateway shall not be liable in damages or otherwise to Pad Owner or other person affected by this Declaration by reason of mistake of judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any Plans submitted for approval.

ARTICLE VI

ENFORCEMENT

6.01 Abatement and Suit. In the event Gateway has reasonable grounds to believe that Pad Owner is in violation or breach of any of the provisions of these Restrictions, Gateway or its designee shall have the right, but not the obligation, to enter upon the Property at ^{Unofficial Document} ~~re~~ times to (a) determine the compliance of any Improvements thereon with the provisions of this Declaration, or (b) repair, replace or maintain any Improvements located thereon which Gateway has determined are not in compliance with the provisions of this Declaration. Gateway may summarily abate and remove, at the expense of the Pad Owner, any Improvement or condition that may be or exists thereon contrary to the intent and purpose of Gateway. Any and all amounts advanced by Gateway to cure defaults by Pad Owner or which otherwise become payable to Gateway shall be due and payable to Gateway upon demand.

6.03 Interest. Interest shall accrue on all amounts owed to Gateway under this Declaration at the rate of eighteen percent (18%) per annum (or at the maximum interest rate permitted by law if less than 18% per annum) from the date of accrual until paid.

6.04 Nuisance. Any action or omission which results in a violation of any of the Restrictions is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against the Pad Owner, either public or private, shall be applicable against every such result and may be exercised by Gateway.

6.05 Attorneys' Fees. In the event of any legal or equitable proceedings for the enforcement of or to restrain a violation of this Declaration or any provision hereof, the prevailing party therein shall be entitled to reasonable attorneys' fees in addition to any other costs to which such party is entitled.

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ARTICLE VII

TERMINATION AND AMENDMENT

7.01 Term. These Restrictions shall be binding upon the Property and each Pad Owner thereof from the date hereof until December 31, 2016; and they shall thereafter be automatically renewed and extended for successive periods of ten (10) years each unless terminated pursuant to the provisions of Paragraph 7.02 hereof.

7.02 Termination or Amendment. This Declaration may be terminated or amended at any time during the term hereof by a Declaration of Termination or Amendment signed and acknowledged by Gateway and Pad Owner. Any such amendment shall be effective only from and after the date of the recording thereof in the Office of the County Recorder of Maricopa County, Arizona.

ARTICLE VIII

MISCELLANEOUS

8.01 Implied Consent. Any person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be conclusively deemed to have consented and agreed to every Restriction Unofficial Document id herein, whether or not any reference to this Declaration is contained in the instruments by which such person acquired an interest in the Property.

8.02 Declarant Held Harmless. Pad Owner shall, and hereby does, indemnify and hold harmless Gateway against and from any and all claims for injury or death to persons or damage to or loss of property arising out of the construction upon, use, operation or maintenance (or failure to perform or conduct proper maintenance) of the Property by Pad Owner or anyone on Pad Owner's behalf including but not limited to employees, agents, invitees, licensees and tenants of Pad Owner.

8.03 Severability. If any provision of this Declaration is held to be invalid by any court having jurisdiction thereof, the invalidity of such provision shall not affect the validity or enforceability of the remaining provisions of this Declaration.

8.04 City Requirements. Nothing contained herein shall take precedence over, and any development of the Property shall be subject to, all applicable ordinances, regulations and requirements of the City, Maricopa County, Arizona and any other governmental authorities having jurisdiction thereof. Notwithstanding the foregoing, where the Restrictions of this Declaration are more stringent than the regulations and requirements of such governmental authority, the Restrictions of this Declaration shall apply.

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8.05 Change in Circumstances. No change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions hereof.

8.06 Notices. All notices, consents, requests, approvals and other communications required or permitted herein, shall be in writing and shall be deemed to have been duly given upon personal delivery or forty-eight (48) hours after deposited in United States mail, registered or certified with return receipt requested, postage prepaid, to the intended party at such party's address set forth next to their respective signatures below, or such other address as said party shall specify from time to time.

8.07 Assignment of Gateway's Rights. Gateway may assign any rights or privileges applicable to it under this Declaration to any person, firm, or corporation at any time by recording written notice of the assignment. Upon such assignment, all references in this Declaration to Declarant shall thereafter refer to such assignee and such assignee shall have all of the rights granted to Declarant hereunder.

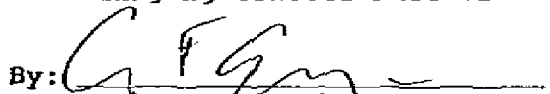
IN WITNESS WHEREOF, the undersigned have hereunto caused their names to be signed by the signatures of their duly authorized officials as of the day and year first above written.

Address: 2231 E. Camelback Rd. **GATEWAY VILLAGE PARTNERS**, an
Suite 215
Phoenix, AZ 85016

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By: Bell 59 Developers, an
Arizona general partnership
Its Managing General Partner

By: 
B. Douglas Baker
Managing General Partner

By: 
Craig F. Eisenberg
Managing General Partner

"Gateway"

Address: 2502 E. Marshall
Phoenix, AZ 85016

THE STEIERMAN TRUST, under the
Trust Agreement dated June 1, 1977

By: 
Stanley Steierman
Its Trustee

"Pad Owner"

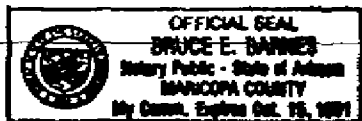
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STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 25th day of FEBRUARY, 1988, by Craig F. Eisenberg and B. Douglas Baker, the Managing General Partners of Bell 59 Developers, an Arizona general partnership, Managing General Partner of GATEWAY VILLAGE PARTNERS, an Arizona general partnership, who acknowledged to me that, being authorized so to do, they executed this instrument on behalf of GATEWAY VILLAGE PARTNERS for the purpose and consideration herein expressed.

Bruce E. Barnes
Notary Public

My Commission Expires:



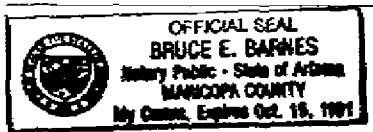
STATE OF ARIZONA)
) ss.
County of Maricopa)

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The foregoing instrument was acknowledged before me this 25th day of FEBRUARY, 1988, by Stanley Steierman as Trustee of THE STEIERMAN TRUST, under the Trustee Agreement dated June 1, 1977.

Bruce E. Barnes
Notary Public

My Commission Expires:



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EXHIBIT "A"

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GATEWAY VILLAGE**Legal Description****[Shopping Center Legal Description Exclusive of All Pads]**

A portion of Lots 30 through 33 inclusive, Section 31, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 31; thence S 88°54'46" W along the South line of said Section 31, 93.27 feet; thence N 01°05'14" W, 60.00 feet to a point on the North right-of-way line of Bell Road; thence S 88°54'46" W, 328.00 feet along said North right-of-way line of Bell Road to a point, said point being the TRUE POINT OF BEGINNING; thence N 01°05'14" W, 200.00 feet; thence N 88°54'46" E, 126.33 feet; thence N 43°54'46" E, 33.00 feet; thence N 46°05'14" W, 55.35 feet; thence N 01°05'14" W, 2.53 feet; thence N 88°54'46" E, 265.20 feet to a point on the West right-of-way line of 59th Avenue; thence N 00°35'00" E, 436.45 feet along said West right-of-way line of 59th Avenue; thence S 89°40'26" W, 947.88 feet along the North line of said Lots 30 and 31; thence S 49°54'46" W, 19.85 feet; thence S 14°48'13" E, 72.61 Unofficial Document feet; thence N 75°11'47" E, 13.09 feet; thence S 14°48'13" E, 51.71 feet; thence S 49°54'46" W, 114.00 feet; thence N 40°05'14" W, 118.00 feet; thence S 49°54'46" W, 136.10 feet; thence S 88°54'46" W, 53.00 feet to a point on the East right-of-way line of 61st Avenue; thence S 00°40'42" W, 508.25 feet along said East right-of-way line of 61st Avenue; thence S 45°12'16" E, 13.92 feet to a point on the North right-of-way line of Bell Road; thence N 88°54'46" E, 374.11 feet to a point on said North right-of-way line of Bell Road; thence N 01°05'14" W, 198.00 feet; thence N 88°54'46" E, 351.25 feet; thence S 01°05'14" E, 198.00 feet to a point on said North right-of-way line of Bell Road; thence N 88°54'46" E along said North right-of-way line of Bell Road 134.81 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"**88 088191****GATEWAY VILLAGE****Legal Description - Bea's Lamps Pad**

A portion of Lots 32 and 33, Section 31, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 31; thence S 88° 54'46" W along the South line of said Section 31, 93.27 feet; thence N 01°05'14" W, 60.00 feet to a point on the North right-of-way line of Bell Road; thence S 88°54'46" W, 462.81 feet along said North right-of-way line of Bell Road to a point, said point being the TRUE POINT OF BEGINNING; thence continuing S 88°54'46" W along said North right-of-way line of Bell Road, 153.00 feet; thence N 01°05'14" W, 138.00 feet; thence N 88°54'46" E, 10.00 feet; thence N 01°05'14" W, 30.00 feet; thence S 88°54'46" W, 10.00 feet; thence N 01°05'14" W, 30 feet; thence N 88°54'46" E, 153.00 feet; thence S 01°05'14" E, 198.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 0.6886 Acre, more or less.

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EXHIBIT "C"

DEFINITIONS

- (1) "City" shall mean the City of Glendale, Arizona, a municipal corporation.
- (2) "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time as provided herein.
- (3) "Ground Sign" shall mean any sign supported by a structure affixed to the ground and not supported by a building or part of a building.
- (4) "Improvements" shall mean all structures and appurtenances thereto of every kind, whether above or below the land surface, including, but not limited to, buildings, utility systems, walkways, slopes, parkways, driveways, parking areas, loading areas, landscaping and plant material, irrigation, fences, walls, decks, stairs, poles, graphics, signs, exterior fixtures and any other structure of any kind, whether interior or exterior.
- (5) "Interest" shall mean the holding of fee simple title, a lessee's interest, a mortgagee's interest, a deed of trust beneficiary's interest, Unofficial Document trust agreement beneficiary's interest or any other lien interest in the Property or being a general or limited partner in any partnership holding any of the foregoing.
- (6) "Gateway" shall mean Gateway Village Partners, an Arizona general partnership, and its successors and assigns.
- (7) "Pad Owner" shall mean Stanley Steierman as Trustee for The Steierman Trust, under the Trust Agreement dated June 1, 1977 and/or a person, partnership or corporation holding a fee simple to or final beneficial interest in the Property.
- (8) "Plans" shall mean those plans and specifications required to be prepared and submitted by Pad Owner to Gateway for its review and approval prior to construction of any Improvements on the Property.
- (9) "Property" shall mean the real property described in Exhibit "B" to this Declaration.
- (10) "Restrictions" shall have the meaning ascribed to it in Section 1.01.
- (11) "Shopping Center" shall mean the real Property described on Exhibit A and any Improvements thereon.

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EXHIBIT "D"

PERMITTED USES

[Intentionally Omitted]

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EXHIBIT "E"

PROHIBITED USES

Any use or business other than one selling goods, wares, merchandise, food, beverage and service to the public at retail or for professional offices and other service establishments customarily located in developments comparable to the Shopping Center. Without limiting the generality of the foregoing, the following uses, purposes or businesses shall be prohibited:

- (1) adult bookstores;
- (2) adult live entertainment establishments;
- (3) adult theatre;
- (4) auction;
- (5) bank, savings & loan association, or deposit taking institution;
- (6) beverages, wholesale and storage (no bottling);
- (7) billiard room;
- (8) bingo;
- (9) bowling alley;
- (10) commercial activity not carried on entirely within an enclosed building;
- (11) contractors' office with outside storage of materials;
- (12) convenience food store;
- (12) delicatessen;
- (13) department store or mailorder or catalogue business;
- (14) fast-food restaurant having a drive-through window wherein the primary business of such fast-food restaurant is the sale of hamburgers;
- (15) feed store;
- (16) fitness centers or health spas;
- (17) funeral parlor;
- (18) game rooms;
- (19) gas station or retail petroleum product outlet;
- (20) government surplus store;
- (21) massage establishment;
- (22) medical office building;
- (23) monuments retail sales and display;
- (24) mortuary;
- (25) movie theatre or auditorium for presentation of motion pictures, telecasts and other audio-visual presentations;
- (26) new or used automobile dealership;
- (27) pawnbroker or pawn shop;
- (28) pharmacy or drug store;
- (29) pool hall;
- (30) public storage garages;

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- (31) greeting cards; stationery, gift wrap and party supplies store;
- (32) paint; wallcovering and floorcovering store;
- (33) residential or non-business use including, without limitation, mobile home or trailer parks;
- (34) the sale of secondhand goods, war surplus articles, insurance salvage stock, bankruptcy stock, fire sale stock or merchandise damaged by fire, or the conduct of any distress sale, bankruptcy sale, going-out-of-business sale or any other sale that suggests the cessation of business upon the Property;
- (35) tombstone sales and display;
- (36) wines storage (other than incidental to retail sales) or wholesale;
- (37) any other uses, purposes or businesses which are obnoxious to or out of harmony with the integrated development of a first-class shopping center, or which would create noise, vibration or any noxious odor; and
- (38) sale at retail or wholesale, for off premises consumption, of groceries, meats, fresh fruit, vegetables, frozen food, fresh milk, bakery products or spiritous liquors, including beer and wine.

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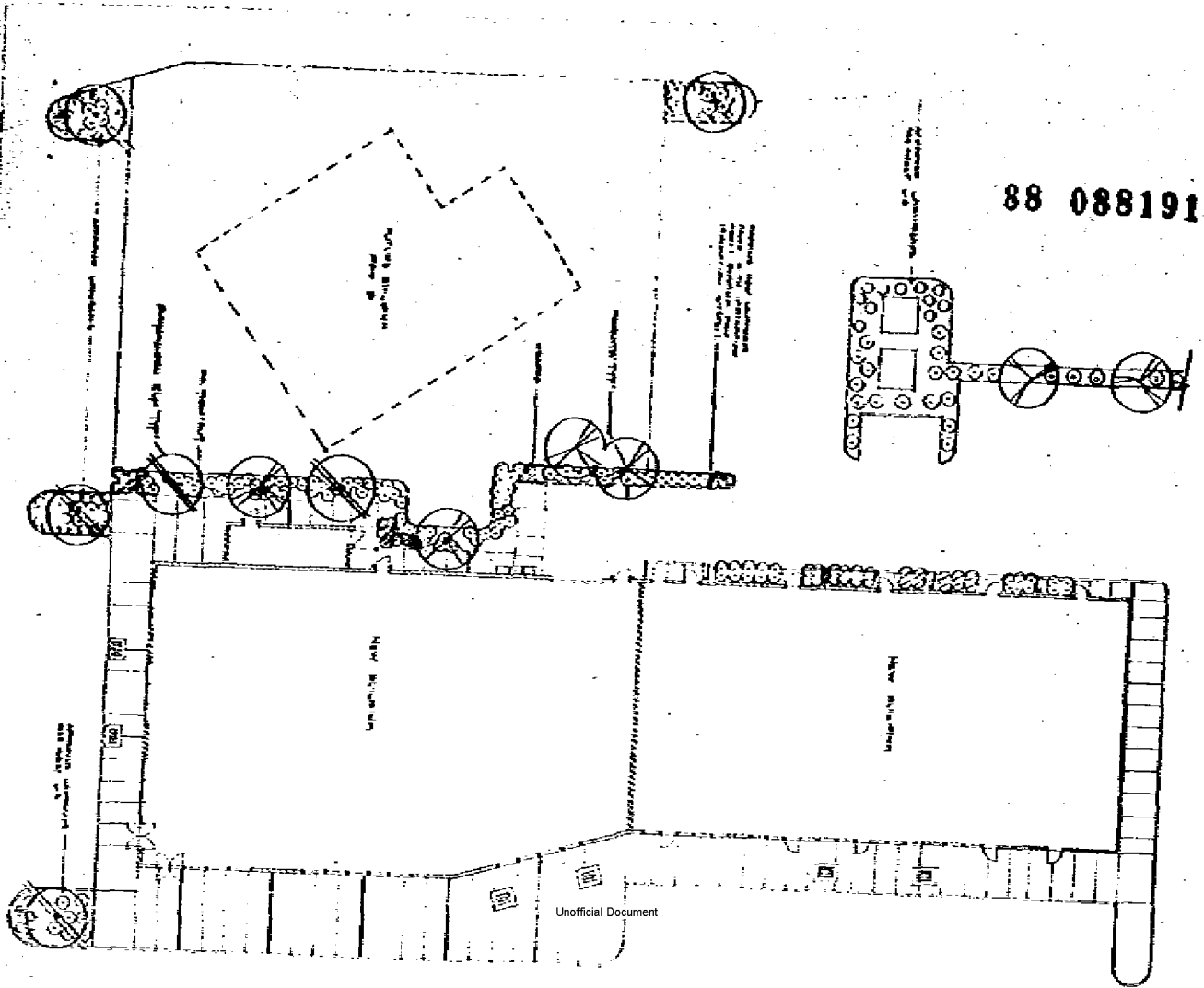
EXHIBIT "F"

DESIGNATION OF COMMON AREA
ON THE PROPERTY

Pursuant to the provisions of Paragraph 2.04 hereof and further to the provisions of the Easement Declaration, the following described portion of the Property is hereby designated as "Common Area" as that term is defined in the Easement Declaration:

[Legal Description of Common Area on Property]

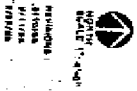
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PLANT LIST

SYMBOL	PLANT NAME	QUANTITY	NOTES
○	Small Tree	100	
○	Medium Tree	50	
○	Large Tree	20	
○	Shrub	200	
○	Flowering Shrub	100	
○	Groundcover	1000	
○	Perennial	500	
○	Annual	1000	
○	Grass	10000	
○	Water Feature	1	
○	Lighting	10	
○	Seating	5	
○	Other	10	



PLANTING PLAN

EXHIBIT "F-1"

GATEWAY VILLAGE PARTNERS
5916 AVE. & BELL ROAD
GENDALE, ARIZONA

NELSON KUBICEK ARCHITECTS, AIA
5025 NORTH SIXTEENTH STREET
PHOENIX, ARIZONA 85016
TEL. 860 21 934 0530



L-6
1:10
1:20
1:40
2:00

EXHIBIT "F-2"

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SPECIFIC PROVISIONS

None.

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EXHIBIT "G"

DEVELOPMENT STANDARDS**(1) Screening.**

- (a) All outdoor storage areas and service yards, refuse collection areas, electrical cage enclosures and storage cases shall be screened from view from street and adjacent parcels by a six (6) foot high block and/or stucco wall designed, finished and maintained to match the main building on the Property. Trucks and service vehicles, other than passenger vehicles, shall be parked within such screened storage areas. Materials and equipment stored within a storage area shall not extend above the height of said wall. No storage shall be permitted between any street (public or private) and a building.
- (b) Screen wall design shall be subject to approval of Gateway.
- (c) All loading, delivery and service bays shall be screened from 59rd Avenue and Bell Road by a combination of walls and/or landscaping to a height of six (6) feet.

(2) Mechanical Equipment and Ductwork. No mechanical equipment shall be exposed on the wall surface of a building without the written approval of Gateway. All roof mounted mechanical equipment and ductwork which projects more than one and one-half feet above the roof or roof parapet shall be screened by an enclosure of consistent design with the building. Screening shall be set back from the exterior building edge a sufficient distance that the screening is not visible from a point located six (6) feet above the center line of the nearest street.

(3) Utility Service. All electric lines and telephone lines on or across a Parcel shall be placed underground. Transformer or terminal equipment shall be screened from view of adjacent streets (public or private) and Parcels.

(4) Antennas. No television, radio or other electronic antenna or device of any type shall be erected or permitted to remain on the Property without the prior written approval of Gateway.

(5) Ground Signs. No Ground Sign will be permitted for the Property. Gateway shall permit Pad Owner a proportionate amount of space on the Ground or Monument signs to be erected by Gateway on the property described in Exhibit A. Pad Owner shall submit to Gateway for its review and approval any signs to be placed on any building on the Property.

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(6) Landscaping.

- (a) Landscape areas used for storm water retention shall be contoured for aesthetic appeal and shall not exceed one (1) foot in depth from natural grade along street frontage.
- (b) Landscape Plans (including any landscape areas adjacent to streets), plant material and plant sizes shall be subject to the approval of Gateway.

- (7) Building Design. All sides of a building must receive equal architectural design consideration. All buildings on the Property shall be restricted as follows: The total ground area upon which buildings may be placed shall not exceed Eight thousand (8,000) square feet, and no building thereon shall exceed one (1) story in height.

Handwritten signature and initials, possibly "BSP" and "PP", with a large circular scribble.

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EXHIBIT "H"

APPROVAL STAGES

- (1) Preliminary Development Plan. The Preliminary Development Plans (2 copies) shall be submitted for review to Gateway. The Plans shall contain the following preliminary maps and information:
 - (a) Site Plan;
 - (b) Exterior elevations of all sides of the building(s);
 - (c) Materials, colors and finishes of the building(s);
 - (d) Conceptual Landscaping Plan;
 - (e) Lighting Plan;
 - (f) Signage and graphics criteria; and
 - (g) Preliminary grading and drainage.
- (2) Working Drawings. Upon approval of the Preliminary Plans, the Pad Owner may proceed to Unofficial Document ration of Working Drawings. Working Drawings (1 copy) shall be submitted to Gateway. Working Drawings shall be in substantial conformance with the approved Preliminary Plans and shall include the following:
 - (a) Architectural Drawings (incorporating revisions required by Gateway as a result of its review of the Preliminary Plans);
 - (b) Specifications;
 - (c) Electrical Plans;
 - (d) Mechanical Plans;
 - (e) Architectural Site Plans;
 - (f) Civil Engineering Plans (Grading and Drainage); and
 - (g) Landscape Plan (including plant list).