

7722049
OWHEN RECORDED RETURN TO:
Salt Lake City Corporation
Attn: Planning Director
451 South State Street Rm 406
Salt Lake City, Utah 84111

7722049
09/20/2000 11:13 AM 31.00
Book - 8388 Pg - 6904-6914
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SALT LAKE CITY CORP
451 S STATE STREET RM 406
SLC UT 84111
BY: KCC, DEPUTY - WI 11 P.

**DECLARATION OF COVENANTS, CONDITIONS
& RESTRICTIONS FOR
THE LAMPLIGHTER SQUARE PROPERTIES
LOCATED AT 1615 SOUGH FOOTHILL BLVD.
SALT LAKE CITY, UTAH**

(Parcel I.D.#s
16-15-258-010
16-15-258-011)

This Declaration is made this 3rd day of July, 2000, by Lamplighter
Square Associates, hereinafter referred to as Declarant.

RECITALS

A. Declarant is the owner of the real properties more particularly described on
Exhibit "A" attached hereto (referred to as the "Property") located in Salt Lake City, Salt
Lake County, Utah.

B. Declarant is desirous to obtain greater flexibility in the use of the property than
is allowed under current zoning, but is also desirous to do so in a manner that will not
adversely impact neighboring residential properties, including those adjacent properties
identified by sidwell nos. 16-15-278-001, 16-15-278-002, 16-15-278-009, 16-15-276-019
and 16-15-258-012, more particularly described on Exhibit "B" attached hereto (referred
to as the Neighboring Properties).

C. Declarant hereby declares that the Property, and each parcel of the Property,
shall be improved, maintained, occupied, held, sold, conveyed, leased and used subject to
the covenants and restrictions set forth in this Declaration, which are deemed to be
covenants running with the land burdening each parcel of the Property and benefiting
each parcel of the Neighboring Properties.

D. It is the Declarant's intention in imposing these covenants and restrictions to
limit the size and use of the buildings on the Property for its own benefit and for the
greater good of the Neighboring Properties and of all residents of Salt Lake City, and to
promote and preserve the compatibility of the use of the Property with the existing uses of
other properties in that neighborhood. To further that intent, the covenants and
restrictions shall be binding upon the Declarant, its successors, assigns, heirs and lien
holders, and may be enforced by the Declarant, any subsequent owner of the Property, the

owners, and their successors, of the Neighboring Properties, Salt Lake City Corporation and the Indian Hills Community Council or its successors in interest.

E. Declarant has executed this Declaration for good and valuable consideration, the receipt of which is acknowledged, voluntarily and without coercion or duress.

ARTICLE I SIZE AND USE RESTRICTIONS

Declarant covenants that, regardless of what building sizes and uses may be allowed under applicable zoning, (1) it will not erect or cause to be erected any building or structure which would exceed the maximum height limitation of twenty-five (25) feet allowed by the current Neighborhood Commercial ("CN") zone as described on the attached Exhibit "C" and (2) it will not use the property for any uses other than those permitted in Exhibit "C", except for the liquor store.

No business of any kind shall be carried on in the structures on the Property which is offensive, noxious, or detrimental to the use of the land in the vicinity of the Property for private residences, as provided by the "CN" zoning, nor shall the Property be used for any purposes that, as a matter of common experience, tend to create a nuisance. None of the current tenants in the shopping center are in violation of this paragraph at this time.

ARTICLE II GENERAL PROVISIONS

Condition Precedent to Validity. Declarant has or will petition Salt Lake City to amend the zoning map for the Property from a "CN" to a Commercial Business ("CB") classification (the "Petition"). The validity and enforceability of this Declaration are expressly conditioned on approval of the Petition by Salt Lake City. Declarant understands that approval of the Petition will be conditioned upon the recording of this Declaration and upon the compliance with the obligations described above. If the Petition is denied, this Declaration shall be of no force or effect.

Enforcement. Declarant, any subsequent owner, Salt Lake City Corporation, the owners of the Neighboring Properties, and their successors, and the Indian Hills Community Council or its successors in interest shall have the right to enforce, by any proceeding in law or in equity, all covenants and restrictions now or hereafter imposed by the provisions of this Declaration. If Declarant or its successors or assigns violates the terms of this Declaration, which violation is not promptly cured, Salt Lake City shall be entitled to petition to rezone the Property to its zoning classification immediately

preceding the date hereof. In the event of such a rezoning petition, Declarant, and it's successors or assigns, agrees that it will not contest or oppose the proposed rezoning, and agrees that it will not be entitled to claim any non-conforming use rights which were created only on or after this date hereof with respect to the Property. Notwithstanding the foregoing, Declarant shall retain the right to contest the existence of any alleged violation of this Declaration. Failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so at a later date.

Amendments. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by the owners of the Property, the owners of the Neighboring Properties, Salt Lake City Corporation and the Indian Hills Community Council or their respective successors in interest.

Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable as aforesaid for a period of fifty (50) years from the date of this Declaration.

Other conditions. Owner, as part of this Agreement, will comply with the additional conditions as outlined in Exhibit "D".

DATED: 3 July, 2000.

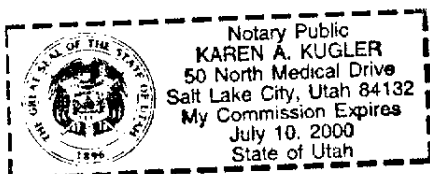
OWNER(S)
LAMPLIGHTER SQUARE ASSOCIATES

George C. Pingree
By: GEORGE C. PINGREE

STATE OF UTAH)
:ss.

County of Salt Lake)

On the 3rd day of July, 2000, personally appeared before me George C. Pingree, the owner of Lamplighter Square Associates, who duly acknowledged to me that he is authorized to execute the same on behalf of Lamplighter Square Associates.



Karen A. Kugler
Notary Public

EXHIBIT "A"

(Legal Description of Lamplighter Square)

Legal description: Beginning 180.77 Feet South & 335.37 Feet West from Northeast Corner Lot 20 Blk 16 FIVE AC PLAT C BIG FIELD SUR West 123.93 Feet to East LINE OF FOOTHILL DR South 33-15' 54" East 185.96 Feet North 40-12' 38" West 41.18 Feet North 56-44' 06" East 84.52 Feet North 33-15' 54" West 81.44 Feet to Beginning.

Beginning 221.1 Feet North of Southeast Corner BLK 16. FIVE ACRE PLAT C. BIG FIELD SUR: North 0-02' 30" East 174.74 Feet: West 335.37 Feet: South 33-15' 54" East 81.44 Feet: South 56-44' 06" West 84.52 Feet: South 4-12' 38" East 41.18 Feet: South 33-15' 54" East 22.98 Feet: East 345.86 Feet to Beginning.

EXHIBIT "B"

(Legal Description of Neighboring Properties)

To the east : Sidwell Numbers	16-15-278-001
	16-15-278-002
	16-15-278-009
To the north:	16-15-276-019
To the south:	16-15-258-012

EXHIBIT C

USE IN C-N COMMERCIAL DISTRICT	PERMITTED USE OR CONDITIONAL USE
<u>RESIDENTIAL</u>	
Dwelling Units, including multi-family dwellings, above or below first story office, retail and commercial uses or on the first story, as defined in the Uniform Building Code, where the unit is not located adjacent to the street frontage.	P
Living Quarters for Caretaker or Security Guard	P
<u>OFFICE AND RELATED USES</u>	
Financial Institution, without drive through facilities	P
Medical and Dental Clinics	P
Offices	P
<u>RETAIL SALES & SERVICES</u>	
Automobile Repair, Minor	C
Gas station (may include accessory convenience retail and/or "minor repairs" as defined in Part VI, Chapter 21A.62)	P
Restaurant, without drive through facilities	P
Restaurants, with drive through facilities	C
Retail Goods Establishments without drive-through facilities	P
Retail Goods Establishments, with drive-through facilities	C
Retail Services Establishments without drive-through facilities	P
Retail Services Establishments with drive-through facilities	C
<u>INSTITUTIONAL USES – (Sites <2 Acres)</u>	
Adult Day Care Center	P
Child Day Care Center	P
Governmental Facilities (excluding those of an industrial nature and prisons)	P
Schools, professional and Vocational	P
<u>COMMERCIAL AND MANUFACTURING</u>	
Plant and Garden Shop, with outdoor retail sales area	C
<u>RECREATION, CULTURAL & ENTERTAINMENT</u>	
Art Gallery	P
Art Studio	P
Dance Studio	P
Natural open space and conversation areas	C
Parks and playgrounds, public and private, on lots less than four acres in size	P
Pedestrian pathways, trails and greenways	P
Squares and plazas on lots less than four acres in size	P

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<u>MISCELLANEOUS</u>	
Accessory Uses, except those that are specifically regulated in this Chapter, or elsewhere in this title.	P
Bed and Breakfast	P
Bed and Breakfast Inn	P
Bed and Breakfast Manor (When located in a building listed on the Salt Lake City Register of Cultural Resources (See Sections 21A.24.010S and 21A.26.010K)	C
Public/Private Utility Buildings and Structures	C
Public/Private Utility Transmission Wires, Lines, Pipes and Poles (see Section 21A.02.050B for utility regulations)	P
Recycling Collection Station	P
Reverse Vending Machines	P

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EXHIBIT "D"
(ADDITIONAL CONDITIONS)

1. Regardless of whether or not a new operator is found for the service station at the Lamplighter Square, the owner will modify the signage and resurface the parking lot by November 1, 2001.
2. The owner agrees to modify the landscaping as required by the City of Salt Lake and maintain the same.
3. The owner agrees to modify the ingress and egress as required by the City of Salt Lake.


7/21/00

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EXHIBIT "D"

(ADDITIONAL CONDITIONS)

1. The Owner will resurface the gas station asphalt area if we are unsuccessful in getting a new operator to lease the premises by November 1, 2001.
2. The Owner agrees to modify the landscaping as required by the City of Salt Lake and maintain the same.
3. The Owner agrees to modify the ingress and egress as required by the City of Salt Lake.
4. The Owner agrees to modify the signage at the gas station if we are unsuccessful in getting a new operator to lease the premises by November 1, 2001.

EXHIBIT "C"

801/578-5555

FAX 801/578-5500

URL <http://www.naiutah.com>



UTAH COMMERCIAL REAL ESTATE, INC.

COMMERCIAL REAL ESTATE SERVICES, WORLDWIDE

60 East South Temple,

Suite 1325

Salt Lake City, UT 84111

May 4, 2000

Margaret Pahl
Salt Lake City Corporation Planning Division
451 South State Street, No. 406
Salt Lake City, UT 84111

Re: Lamplighter Shopping Center

Dear Margaret:

I have had a chance to speak with Mr. Silvestrini and Mr. Pingree regarding certain demands being made by the Indian Hills Community Council. Mr. Pingree will agree to the following and he has signed below to affirm this. Please review the following:

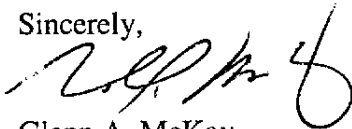
1. We will sign the Deed Restriction document obligating the owner to the provisions contained therein as per the last revision. This agreement only becomes valid if we are successful in obtaining permission from Salt Lake City to expand the liquor store.
2. The lender will subordinate to the deed restrictions.
3. The parking lot has already ~~been resurfaced~~ ^{Asm(delete)} as of two years ago to the cost of \$30,000.00. The gas station asphalt area will be resurfaced by the Owner if we are unsuccessful in getting a new operator to lease the premises by November 1, 2001.
4. The Owner agrees to modify the landscaping as required by the City of Salt Lake and maintain the same.
5. The Owner agrees to modify the ingress and egress as required by the City of Salt Lake.
6. The Owner agrees to modify the signage at the gas station if we are unsuccessful in getting a new operator to lease the premises by November 1, 2001.

7. We would like to keep the shed located on the property. Because we shared the cost to put up a new block wall with the neighbor on the east, we believe that the shed is no longer seen by her. It is also not seen from the west. We store yard tools to help maintain the property.

I hope that the above will satisfy the City and the neighborhood council.

If I can be of further assistance, please let me know.

Sincerely,

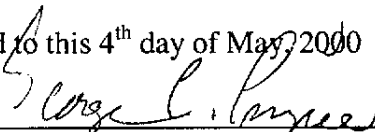


Glenn A. McKay
NAI Utah Commercial Real Estate

Cc George Pingree
Jeff Silvestrini
Dr. Alan Morris
Duncan Lambert

Agreed to this 4th day of May, 2000

BY:



George Pingree, Owner of Lamplighter Square
Associates

BY:



Alan H. Morris, MD
Representative of the Indian Hills Neighborhood
Council, Sub-Committee on Lamplighter Square



UTAH COMMERCIAL REAL ESTATE, INC.

COMMERCIAL REAL ESTATE SERVICES, WORLDWIDE

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