

**ELECTRONICALLY RECORDED 201800016682
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WHEN RECORDED RETURN TO:

Wayne R. Miller, P.C.
16000 Dallas Parkway, Suite 300
Dallas, Texas 75248

(Space Above For Recorder's Use Only)

22280057916

GRAND PRAIRIE, DALLAS COUNTY, TX

**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (this "**Declaration**") is made as of the 18th day of January, 2018 (the "**Effective Date**"), by EPIC EAST TOWNE CROSSING, L.P., a Texas limited partnership ("**Declarant**").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Dallas County, Texas, said tract of land being more particularly described in Exhibit A hereof (the "**Shopping Center**" or "**Center**"); and

WHEREAS, the land comprising the Center is generally depicted upon the site plan attached hereto as Exhibit B and incorporated herein by this referent (the "**Site Plan**"); and

WHEREAS, Declarant desires to carry out a uniform plan for the improvement and development of the Center for the benefit of the present and all future owners thereof (each an "**Owner**" and collectively the "**Owners**"), and to that end, desires to subject the Center to the covenants, conditions, easements, and restrictions set forth in this Declaration.

NOW, THEREFORE, it is hereby declared: (i) that the Center, and any portion thereof, shall be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which are for the purpose of protecting the Center and which shall run with title to the Center and shall be binding upon all parties having right, title or interest in or to the Center, or any portion thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Center, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, easements, and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

1. Definitions.

"**Building**" means any permanently enclosed structure (with a roof and walls) placed, constructed or located on a Tract, including all appurtenances thereto, such as stairs leading to or from a door, attached trash enclosures, containers or compactors, canopies, covered patios, supports, loading docks, truck ramps, and other outward extensions of such structure.

“Common Area” means all areas within the exterior boundaries of the Center, exclusive of any Building and any drive-through lane appurtenant to a restaurant Building.

“Governmental Authorities” means any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any department or agency thereof) exercising jurisdiction over a particular subject matter.

“Governmental Requirements” means all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, as presently existing and hereafter amended, of any Governmental Authorities.

“Kirby Creek Drainage Channel” means means drainage channel lying within and along the northernmost boundary of the Shopping Center, as generally depicted on the Site Plan.

“Main Drive” that certain driveway identified as the “Main Drive” on the Site Plan.

“Permittees” means the Owners and their tenants and their respective customers, employees, contractors, vendors, permittees and invitees.

“Outparcels” means Lots 1-7 and Lots 9-12, as shown on the Site Plan.

“Tract” and **“Tracts,”** as the context may require, means Lots 1-12 (respectively, herein so called) as depicted on the Site Plan, including any further subdivisions thereof.

2. Use. The Tracts shall be used, if at all, solely for purposes permitted by City of Grand Prairie Ordinance No. 10301-2017, as the same may be amended, replaced and superseded upon the Tracts from time to time, other than residential purposes. Without limitation of the foregoing, the Tracts shall not be used for any purpose prohibited by City of Grand Prairie Ordinance No. 10301-2017, as the as the same may be amended, replaced and superseded upon the Tracts from time to time.

3. Buildings; Common Area.

a. Buildings. The design and construction of all Buildings on the Tracts shall be in conformity with sound architectural and engineering standards consistent with the surrounding retail centers in the Dallas County, Texas area. Tract boundary lines, buildings, driveways, parking fields and other Common Area depicted upon the Site Plan, if any, are merely conceptual in nature and no representation or warranty is thereby made regarding the location or configuration of the Tracts or the improvements to be located thereon, except as expressly set forth herein. Further, Buildings located upon Lots 1-7 and Lot 9 shall contain only one (1) story and shall not exceed twenty-five feet (25') in height, exclusive of architectural features, and thirty feet (30') in height, inclusive of architectural features, each measured from the finished floor elevation of the applicable Building, provided that any such architectural features shall not exceed thirty percent (30%) of the Building elevation upon which it is located (on a linear foot basis).

a. Common Area. Unless otherwise approved by Declarant in writing, the service drives, curb-cuts and parking fields to be constructed upon the Outparcels shall be substantially consistent, in all material respects, with the Site Plan. Section 8 below (and not the Site Plan) shall govern the number of parking spaces to be contained within each Tract. Tract boundaries, buildings, driveways, parking fields and other Common Area depicted upon the Site Plan, if any, are merely conceptual in nature, no representation or warranty is thereby made regarding the configuration of the Tracts or the improvements to be located thereon, and in no event shall anything in this Declaration be construed so as to require Declarant to actually construct any such improvements.

b. Plan Approval. Prior to the commencement of any work upon an Outparcel, each Owner of an Outparcel shall submit to the Declarant for Declarant's approval conceptual plans and specifications (in such detail as Declarant may reasonably request) showing the site plan layout (including the Building footprint(s) and the Common Area), exterior building elevations, exterior materials and colors, signs, landscaping, grading and drainage, lighting, irrigation, and utilities, including above ground utility facilities layout and screening therefor ("**Plans**"). Declarant may require the submission of such additional information as it reasonably deems necessary to consider any Plans. If Declarant objects to any aspect of the Plans, Declarant shall give the submitting Owner written notice of such objections within thirty (30) days of having received the complete Plan submittal, and the submitting Owner and Declarant shall thereafter mutually consult to establish approved Plans for the proposed work. Following Declarant's written approval of Plans, the submitting Owner shall be entitled to construct its improvements in accordance with the approved Plans and all Governmental Requirements. Declarant's subsequent approval of Plans shall only be required for any additions, remodeling, reconstruction or other modification that materially alters the size or exterior appearance of any Building or the general Common Area layout upon an Outparcel. Approval of Plans by Declarant shall not constitute assumption of responsibility for the accuracy, sufficiency or propriety thereof, nor shall such approval constitute a representation or warranty that the Plans comply with Governmental Requirements.

b. Fire Protection. Any Building constructed on each Tract shall be constructed and operated in such a manner which will preserve the sprinklered rate on the other Buildings on the Tracts. The phrase "to preserve the sprinklered rate on the other Buildings on the Tracts" shall mean to meet the code required by building construction type, fire resistant rating, and sprinkler requirement of the other Buildings on the Tracts.

c. General Construction Requirements. All work performed in the construction, repair, replacement, alteration or expansion of any improvements shall be performed as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (i) access to or from any Tract upon which a business is open and operating, or any part thereof, to or from any public right-of-way, (ii) customer vehicular parking in that portion of the improved Common Area, or (iii) the operation of any business. Unless otherwise specifically stated herein, the Owner contracting for the performance of such work (the "**Constructing Party**") shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all Buildings, signs and Common Area improvements damaged or destroyed in the performance of such work. The Constructing Party shall not permit any

mechanics', materialmen's or other professional services liens to stand against any other Tract for any work done or materials furnished in connection with the performance of any work; provided, however, that the Constructing Party may contest the validity of any such lien, but upon a final determination of the validity thereof, the Contracting Party shall cause the lien to be satisfied and released of record. The Contracting Party shall, within thirty (30) days after receipt of written notice from the Owner of any Tract encumbered by any such lien or claim of lien, (i) cause any such outstanding lien or claim of lien to be released of record or transferred to bond in accordance with applicable law, or (ii) give such assurance as would enable a title insurance company to insure over such lien or claim of lien, failing which the Owner of said Tract shall have the right, at the Contracting Party's expense, to transfer said lien to bond. Staging for construction, including, without limitation, the location of any temporary buildings or construction trailers, the storage of building materials, and the parking of construction vehicles and equipment shall be located solely on the Constructing Party's Tract.

c. Damage to Buildings. If any of the Buildings located on any Tract are damaged or destroyed by fire or other cause, the Owner of such Tract shall promptly cause either (i) the repair, restoration, or rebuilding of the Building so damaged or destroyed to a condition and an architectural style existing immediately prior to the damage or destruction, (ii) the rebuilding of a completely new Building or (iii) the razing of any damaged Building, the filling of any excavation, and performance of any other work necessary to put such Tract in a clean, sightly and safe condition. In the event that any Building is not reconstructed following a casualty, then such Tract shall be (i) graded or caused to be graded by the Owner thereof to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the other Tracts or any portion thereof, (ii) covered by decomposed granite, gravel, sod, hydroseed or as otherwise permitted by Governmental Requirements, and (iii) kept weed free and clean at the subject Owner's sole cost and expense until such time as a Building is reconstructed thereon.

4. Easements.

a. Cross-Access and Parking Easements. Declarant hereby reserves, declares, establishes, and grants to the Owners, for their use and for the use of their Permittees, in common with others entitled to use the same, non-exclusive easements for the (i) passage of vehicles over and across the parking and driveway areas of the Common Area, as the same may from time to time be constructed and maintained for such use, (ii) parking of vehicles over and across the parking areas of the Common Area, as the same may from time to time be constructed and maintained for such use, and (iii) passage of pedestrians over and across the parking, driveways and sidewalk areas of the Common Area, as the same may from time to time be constructed and maintained for such use. No fence or other barrier which would prevent or unreasonably obstruct the passage of pedestrian or vehicular travel shall be erected or permitted within or across the Common Area. The easements herein established are appurtenant to and for the benefit of and binding upon the Tracts. Notwithstanding the foregoing, for so long as Lot 4 is leased to 7-Eleven, Inc. (or its successors or assigns), the easement set forth in Section 4.a.ii. above shall not apply to Lot 4.

b. Utility and Service Easements. The Owners shall reasonably cooperate in the granting of appropriate and proper easements for the installation, repair and

replacement of storm drains, sewers, lines, utilities and other proper services (each a “**Utility**” and, collectively, the “**Utilities**”), including grading easements required to make Utility and driveway connections between the Tracts, as may be necessary for the orderly development and operation of the Tracts. The Owners will use commercially reasonable efforts to cause the installation of such Utilities prior to any paving. If from a necessity, any Owner has to install any Utilities underneath areas already paved by one of the Owners, then the Owner shall restore the paving to its original or better condition promptly after the installation. The location of all Utilities of one Owner installed on the property of another Owner shall be subject to the reasonable consent of said Owner and shall not be installed in a place where it is anticipated that a building will exist in the future. The Owners shall obtain all permits and approvals and shall pay all costs and expenses with respect to the initial construction and all subsequent maintenance, repair, replacement, removal, relocation, or abandonment of the Utilities.

c. Surface Drainage Easements. Declarant hereby reserves, establishes and grants to each Owner the perpetual right and easement to discharge surface storm water drainage and/or runoff from the Owner’s Tract over, upon and across the Common Area of each other Owner’s Tract, upon the following conditions and terms: (i) the surface elevations for the Tracts and the surface water drainage/retention system serving the Tracts (if any) shall be initially constructed in strict conformance with Plans approved or deemed approved pursuant to Section 3.c. above, and (ii) no Owner shall alter or permit to be altered the surface of the Common Area or the drainage/retention system constructed on its Tract if such alteration would materially increase the velocity, volume or flow of surface water onto an adjacent Tract either in the aggregate or by directing the flow of surface water to a limited area.

d. Drainage Detention Easements. Declarant hereby reserves, establishes and grants to the Owners an easement for the construction, installation, operation, maintenance, replacement, upgrade repair and removal of runoff, drainage and detention improvements over and across the Tracts, as reasonably necessary for connection to any storm water retention/detention facility(ies) serving the Tracts (“**Storm Water Drainage System**”). The Storm Water Drainage System, inclusive of all connections thereto, shall be in locations determined by Declarant (if Declarant constructs any portion of the Storm Water Drainage System) or otherwise approved by Declarant in writing (if another Owner, other than Declarant, is constructing any portion of the Storm Water Drainage System). Declarant, for as long as it is the owner of any portion of the Tracts, shall be responsible for the maintenance of the Storm Water Drainage System, provided, however, that within ten (10) days of written request for same, the other Owners whose Tracts are serviced by the Storm Water Drainage System will pay to Declarant their respective pro rata shares (determined by the ratio that each Owner’s Tract bears to the total acreage of all Tracts serviced by the Storm Water Drainage System, on a land-on-land basis), of the taxes, repair costs, maintenance costs, and insurance costs reasonably incurred by Declarant in connection with the Storm Water Drainage System, plus a ten percent (10%) administrative fee assessable to each such cost. Each Owner shall comply with all applicable laws, codes, rules, ordinances and governmental regulations in its use of the Storm Water Drainage System, and no Owner shall discharge or allow any other party to discharge any material other than storm water into any Storm Water Drainage System. Each Owner shall indemnify and defend the other Owners and hold the Owners harmless from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action

(including without limitation all attorneys' fees and expenses) arising out of or relating to, directly or indirectly, such Owner's drainage from its Tract into any Storm Drainage System.

e. Declarant Signs Easement. Declarant hereby declares, establishes and reserves unto itself a perpetual easement for the construction, reconstruction, replacement, operation, maintenance and repair of certain sign structures (the "**Declarant Signs**"), including the right and privilege to place thereon or affix thereto identification panels, over, under, upon and across the areas designated on the Tracts, respectively, as "Sign M1," "Sign P1," "Sign P2," and "Sign P3" on the Site Plan, together with reasonable access over, under, upon, through and across the applicable Tracts to install, replace, maintain, repair and operate a utility line to provide the Declarant Signs with electricity (collectively, the "**Declarant Sign Rights**"). The Declarant Signs shall initially be constructed, if at all, in substantial accordance with the rendering attached hereto as Exhibit C and incorporated herein by this reference. Thereafter, the Declarant Signs shall be maintained by Declarant in accordance with the maintenance standards set forth in Section 5 below, and each Owner (or its applicable Permittee) that maintains an identification panel on the Declarant Signs shall reimburse Declarant for its respective pro rata share of the reasonable costs incurred by Declarant to maintain and operate the applicable Declarant Sign (such pro rata share to be determined by a fraction, the numerator of which is the sign panel area of the applicable identification panel, the denominator of which is the total sign panel area upon the applicable Declarant Sign). Notwithstanding the foregoing seemingly to the contrary, and for the avoidance of doubt, Declarant shall be permitted to maintain on the Declarant Signs the identification panel of any occupant of the Center. If any of the Declarant Sign areas depicted on the Site Plan is/are no longer available for freestanding sign purposes because of a condemnation or any Governmental Requirements, Declarant shall designate a replacement area for the Declarant Sign(s), subject to the consent and recordable grant (neither of which shall be unreasonably withheld) of the Owner owning the Tract to be burdened by the replacement Declarant Sign area, with comparable visibility as close to the original location as reasonably possible. Declarant shall be entitled to receive any condemnation or other award paid relating to the displaced Declarant Sign, including any relocation benefits, and at its election, Declarant may cause a new Declarant Sign (of substantially similar size and specifications to the former, or as similar thereto as reasonably possible pursuant to the then current Governmental Requirements) to be constructed on the replacement sign area. Declarant may release the easement set forth in this Section 4.e., as to any or all of the Declarant Signs, and upon such release Declarant shall remove the identification panels from the applicable Declarant Sign(s) and thereafter have no further rights, duties or responsibilities with respect to the Declarant Sign(s) or Declarant Sign area(s) so released.

5. Maintenance.

a. Each Owner shall maintain the Common Area and exterior appearance of Buildings upon its Tract in a good and sightly condition and state of repair, including performing all necessary maintenance, repairs and replacements thereto, at such Owner's sole cost and expense. The minimum standard of operation and maintenance for the improved Common Area and exterior appearance of Buildings shall be comparable to the standard of operation and maintenance followed in other comparable developments in the greater Dallas/Fort Worth metropolitan area. Without limitation of the foregoing, the Common Area upon a Tract must be maintained in good condition for its intended use. After completion of the Common Area lighting

system on its Tract, each Owner hereby covenants and agrees to keep its Tract fully illuminated each day from dusk to at least 10:00 p.m. (or such later time as a business is operating upon its Tract). Each Owner grants an irrevocable license to each other Owner for the purpose of permitting the lighting from one Tract to incidentally shine on the adjoining Tracts.

b. Notwithstanding the foregoing, the Declarant shall maintain the Main Drive and the Kirby Creek Drainage Channel in accordance with the maintenance standards set forth in Section 5.a. above (the "Declarant Maintenance Obligation"). Commencing on the date that permanent improvements are constructed upon an Outparcel, the Owner of such Outparcel shall pay to Declarant a fixed, annual contribution (the "Annual Outparcel Contribution") toward the cost of performing the Declarant Maintenance Obligation and the ad valorem taxes assessed against the Main Drive and Kirby Creek Drainage Channel. The Annual Outparcel Contribution for each Outparcel shall initially be equal to \$0.05 per square foot of land area within the applicable Outparcel, and such Annual Outparcel Contribution shall be increased by five percent (5%) on the fifth (5th) anniversary of the date of this Declaration and upon the expiration of each five (5) year period thereafter. The Annual Outparcel Contribution shall be due, without further invoice or demand from Declarant, on January 31 of each calendar year.

6. Taxes. Each Owner shall pay, or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities, all real property taxes and assessments which are levied against all or any part of the Tract owned by it.

7. Signs. Except as set forth in Subsections 4.e. above, signs located on each Tract shall advertise only the business(es) conducted on such Tract, exclusive of directional-type signage; provided, however, that multi-tenant sign structures may advertise any business located within the Center.

8. Parking. Notwithstanding anything seemingly to the contrary in this Declaration, each Tract (including all legally subdivided portions thereof) must independently satisfy all parking codes arising under Governmental Requirements from time to time, on a stand-alone basis, without reliance upon the cross-parking easement set forth in this Declaration. For the avoidance of doubt, this Section 8 (and not the Site Plan) shall govern the number of parking spaces to be contained within each Tract.

9. Indemnification/Insurance.

a. Indemnification. Each Owner hereby indemnifies and agrees to defend and hold the other Owners harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own Tract, or portion of Tract, or the use of any easements granted hereunder, except if caused by the act or neglect of the other Owner.

b. Insurance.

(1) Each Owner shall procure and maintain in full force and effect throughout the term of this Declaration commercially general liability insurance insuring against claims for personal injury, death or property damage occurring upon, in or about its Tract,

or portion of Tract, such insurance to afford protection to the limit of not less than One Million (\$1,000,000.00) Dollars with respect to injury or death to any one person, and Two Million (\$2,000,000.00) Dollars with respect to injury or death of more than one person in any one accident or other occurrence, and to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage. Upon receipt of written request, each Owner shall provide the other Owners with certificates of such insurance from time to time to evidence that insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Declaration.

(2) At all times during the term of this Declaration, each Owner shall maintain a "special form" causes of loss policy insuring the improvements on its Tract against loss or damage by fire and other perils, with such insurance to be for the full replacement value of the insured improvements (less footings and foundations).

(3) **DECLARANT AND THE OWNERS, FOR THEMSELVES, THEIR SUCCESSORS AND ASSIGNS HEREBY RELEASE EACH OTHER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES OR OBLIGATIONS WHATSOEVER FOR DAMAGE TO EACH OTHER'S PROPERTY OR LOSS OF RENTS OR PROFITS OF DECLARANT OR THE OWNERS RESULTING FROM OR IN ANY WAY CONNECTED WITH ANY FIRE OR OTHER CASUALTY WHETHER OR NOT SUCH FIRE OR OTHER CASUALTY SHALL HAVE BEEN CAUSED BY THE NEGLIGENCE OR THE CONTRIBUTORY NEGLIGENCE OF THE PARTY BEING RELEASED OR BY ANY AGENT, ASSOCIATE OR EMPLOYEE OF THE PARTY BEING RELEASED, THIS RELEASE BEING TO THE EXTENT THAT SUCH DAMAGE OR LOSS IS COVERED BY THE PROPERTY INSURANCE WHICH THE RELEASING PARTY IS OBLIGATED HEREUNDER TO CARRY, OR, IF THE RELEASING PARTY IS NOT CARRYING THAT INSURANCE, THEN TO THE EXTENT SUCH DAMAGE OR LOSS WOULD BE COVERED IF THE RELEASING PARTY WERE CARRYING THAT INSURANCE. IT IS THE INTENT OF DECLARANT THAT WITH RESPECT TO ANY LOSS FROM A PERIL REQUIRED TO BE COVERED UNDER A POLICY OF PROPERTY INSURANCE, EACH OWNER SHALL LOOK SOLELY TO ITS RESPECTIVE INSURANCE COMPANY FOR RECOVERY.**

(4) AN OWNER SHALL HAVE THE RIGHT TO SELF-INSURE WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SUBSECTION 9.B AT ALL TIMES THAT IT MAINTAINS A NET WORTH OF NOT LESS THAN \$100,000,000.00.

10. Rights and Obligations of Lenders. If by virtue of any right or obligation set forth in this Declaration a lien shall be placed upon the Tract of any Owner, such lien shall expressly be subordinate and inferior to the lien of any first lienholder now or hereafter placed on such Tract, or portion of Tract. Except as set forth in the preceding sentence, however, this Declaration is superior to any lien against any of the Tracts subject hereto and any holder of a first lien on the Tracts, or any portion thereof, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Declaration.

11. Release from Liability. Any person acquiring fee or leasehold title to any Tract, or any portion thereof, shall be bound by this Declaration only as to the tract or portion of the tract acquired by such person. In addition, such person shall be bound by this Declaration only during the period such person is the fee or leasehold owner of such Tract or portion of the Tract, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Section 11, the easements, covenants and restrictions in this

Declaration shall continue to be benefits and servitudes upon said tracts running with the land. Declarant may assign its rights and obligations under this Declaration (collectively, the “**Declarant Rights**”) to any Owner by written instrument recorded in the official real property records of Dallas County, Texas; if no such written instrument has been recorded as of the date that Declarant no longer owns any portion of the Tracts, the Declarant Rights shall be deemed to be vested in the Owner last acquiring fee title from Declarant to any portion of the Retail Tract.

12. Default; Remedies.

d. If any Owner (the “**Defaulting Owner**”) shall fail to observe or perform any of the covenants, conditions or obligations of this Declaration within thirty (30) days after the giving of a notice by Declarant or another Owner (the “**Non-Defaulting Owner**”) specifying the nature of the default claimed, such Defaulting Owner shall be in default of this Declaration. Notwithstanding the foregoing, if such default cannot reasonably be cured within said thirty (30) day period, then, provided the Defaulting Owner notifies the Non-Defaulting Owner, as the case may be, of such claimed inability to cure and the Defaulting Owner begins to cure the default within said thirty (30) day period and is diligently pursuing such cure, the Defaulting Owner shall be entitled to additional time, not to exceed thirty (30) additional days, to cure such default. In the event of breach or threatened breach of this Declaration, then each Owner shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach.

a. During the continuance of an event of default, the Non-Defaulting Owner may cure the applicable default for the account of and at the expense of the Defaulting Owner following the expiration of any applicable cure period; provided, however, that if such default constitutes an emergency condition, the Defaulting Owner is only entitled to such advance notice as is reasonably possible under the circumstances or, if necessary, no notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Owner which issued such notice may enter upon the Tract of the Defaulting Owner (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner. If any Non-Defaulting Owner cures a default as aforesaid, the Defaulting Owner shall reimburse the Non-Defaulting Owner for all costs and expenses incurred in connection with such curative action within ten (10) days after receipt of demand therefor (the “**Due Date**”), together with reasonable documentation supporting the expenditures made. As to an Annual Outparcel Contribution only, the Due Date shall be deemed to be January 31 of each calendar year.

b. Any Annual Outparcel Contribution not paid when due and/or the cost and expense incurred by an Owner to cure a default pursuant to Section 12.b. above, plus interest at an annual rate of ten percent (10%) on all such sums accruing as of the Due Date until paid, shall constitute a lien against the Defaulting Owner's Tract. Such lien shall attach and be effective only upon recordation of a claim of lien in the real property records of Dallas County, Texas by the Owner making such claim (and the lien shall not relate back to any prior date). The claim of lien must include the following: (i) the name of the Defaulting Owner and the lien claimant, together with a notice address for such lien claimant, (ii) a statement concerning the basis for the claim of lien, (iii) the amount of the lien, and (iv) a description of the Tract against which such

lien is claimed. Any such claim of lien shall be provided to the Defaulting Owner prior to or concurrently with its recordation in the real property records of Dallas County, Texas.

c. Each Non-Defaulting Owner may prosecute any proceedings at law or in equity against any Defaulting Owner hereto and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another Owner of any of the terms, covenants or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants or conditions because the remedy at law for a breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to an Owner are cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. If an Owner brings an action at law or in equity to enforce the terms and provisions of this Declaration, the prevailing Owner as determined by the court in such action shall be entitled to recover reasonable attorneys' fees and court costs for all stages of litigation, including appellate proceedings, in addition to any remedy granted.

13. Rights of Successors; Ground Tenants. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Declaration shall bind and inure to the benefit of Declarant and the Owners of the Tracts, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter. Further, an Owner may assign its rights and/or obligations under this Declaration to any tenant leasing the entirety of any Tract (a "**Ground Tenant**"), in which event, during the term of the respective Ground Tenant's lease, such Ground Tenant (in addition to the assigning Owner) shall have the right to enforce this Declaration against the other Owners.

14. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by Declarant, there is not and shall not be an agreement of any kind upon which any commitment, undertaking or obligation can be founded. This Declaration (including exhibits) may be modified or canceled only by the mutual agreement of (a) Declarant as long as it or its affiliate has any interest as either owner or lessee of a portion of the Tracts; and (b) the record Owners of fee simple title to a majority of the surface area of the Center as shown on the Site Plan. In addition, this Declaration may not be modified or amended in any way which adversely affects the use, ingress/egress, utility service or drainage of any Tract, without the consent of the Owner of such Tract, such consent not to be unreasonably withheld, conditioned, or delayed.

15. Non-Merger. Notwithstanding an Owner's ownership of more than one Tract, the easements granted hereunder shall burden and benefit each Tract individually, without merger as a result of such common ownership, and upon conveyance of a Tract so that such Tract ceases to be under common ownership, neither the Owner conveying said Tract nor the Owner acquiring said Tract shall need to execute additional documentation to evidence the existence of said easements.

16. Non-Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Tracts to the general public or for any public use or purpose whatsoever.

17. Duration. Unless otherwise canceled or terminated, this Declaration and all the easements, rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

18. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

19. Counterparts. This Declaration may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

20. Estoppel Certificates. Any Owner may, at any time and from time to time, deliver written notice to the other Owners requesting such Owners to execute certificates certifying that to the actual knowledge of the other Owners, (a) neither the requesting Owner nor any other Owner is in default in the performance of its obligations under this Declaration, or, if a default is alleged, specifically describing the nature and amount thereof, and (b) confirming that this Declaration has not been amended (or, if so, identifying the amendments), and is in full force and effect. Each Owner shall execute and return such a certificate within thirty (30) days after receipt of a request therefore.

21. Notices:

a. All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by United States mail or United States express mail postage or delivery charge prepaid, return receipt requested, or by an established express delivery service (such as FedEx or United Parcel Service), sent to the person and address designated below or, in the absence of such designation, to the applicable Owner at the address shown on its vesting deed in the real property records of Dallas County, Texas. Notices given by attorneys on behalf of their client(s) in the manner provided in this subsection are effective and recognized notice pursuant to this Declaration. All notices to Declarant shall be sent to the person and address set forth below:

Declarant: Epic East Towne Crossing, L.P.,
16000 Dallas Parkway, Suite 300
Dallas, Texas 75248
Attn: John R. Weber

With a copy to: Wayne R. Miller, P.C.
16000 Dallas Parkway, Suite 300
Dallas, Texas 75248
Attn: Wayne R. Miller, Esq.

The person and address to which notices are to be given may be changed at any time by any Owner upon written notice to the other Owners. All notices given pursuant to this Declaration shall be deemed given upon receipt or refusal to accept delivery.

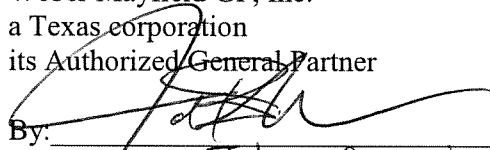
(SIGNATURE APPEARS ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Declaration the day and year first written above.

DECLARANT

Epic East Towne Crossing, L.P.,
a Texas limited partnership

By: Weber Mayfield GP, Inc.
a Texas corporation
its Authorized General Partner

By: 
Printed Name: John R. Weber
Title: Executive Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 18th day of January, 2018, by John R. Weber, the Executive Vice Pres. of Weber Mayfield GP, Inc., a Texas corporation, general partner of Epic East Towne Crossing, L.P, a Texas limited partnership, on behalf of said entities.


Notary Public

My commission expires: October 26, 2020

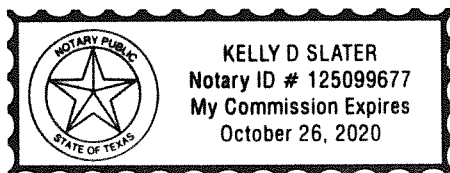


EXHIBIT A

LEGAL DESCRIPTION OF CENTER

BEING 22.685 acres (988,178 square feet) of land in the Charles J. Babcock Survey, Abstract No. 59, City of Grand Prairie, Dallas County, Texas; said 22.685 acres (988,178 square feet) of land being all of that certain tract of land described in a Special Warranty Deed to Mayfield Towne Crossing, L.P., as recorded in Instrument Number 201600086110, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.) and Mayfield Towne Crossing, L.P., now known as EPIC East Towne Crossing, L.P. (hereinafter referred to as EPIC East Towne Crossing tract), as recorded in Instrument Number 201700111418, O.P.R.D.C.T., and being all of that certain tract of land described as Lot 2, Block 1, First Baptist Church of Grand Prairie (hereinafter referred to as Lot 2), an addition to the City of Grand Prairie, Dallas County, Texas, according to the plat recorded in Instrument Number 201700242039, O.P.R.D.C.T.; and being all of that certain tract of land described in a General Warranty Deed to EPIC East Towne Crossing, L.P. (hereinafter referred to as EPIC East tract), as recorded in Instrument Number 201700347331, O.P.R.D.C.T.; said 22.685 acres (988,178 square feet) of land being more particularly described, by metes and bounds, as follows:

BEGINNING at an "X" cut set in concrete for the Southeast corner of said Lot 2, same being the Southwest corner of that certain tract of land described as Lot 1R, Block 1, First Baptist Church of Grand Prairie (hereinafter referred to as Lot 1R), an addition to the City of Grand Prairie, Dallas County, Texas, according to the plat recorded in Instrument Number 201700242039, O.P.R.D.C.T., same also being the existing North right-of-way line of Mayfield Road (100' right-of-way);

THENCE South 89 degrees 09 minutes 00 seconds West with the common line between said Lot 2 and the existing North right-of-way line of said Mayfield Road, pass at a distance of 283.40 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found and continue with said course and the common line between said EPIC East Towne Crossing tract and the existing North right-of-way line of said Mayfield Road for a total distance of 566.88 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Southeast corner of said EPIC East Towne Crossing tract;

THENCE South 89 degrees 09 minutes 44 seconds West, continue with the common line between said EPIC East Towne Crossing tract and the existing North right-of-way line of said Mayfield Road, a distance of 188.37 feet to a one-half inch iron rod with plastic cap stamped "P & M" found for corner;

THENCE North 01 degree 51 minutes 16 seconds West, continue with the common line between said EPIC East Towne Crossing tract and the existing North right-of-way line of said Mayfield Road, a distance of 14.52 feet to a five-eighths inch iron rod found for corner;

THENCE South 89 degrees 09 minutes 44 seconds West, continue with the common line between said EPIC East Towne Crossing tract and the existing North right-of-way line of said Mayfield Road, a distance of 111.65 feet to a Texas Department of Transportation monument found for corner;

THENCE North 52 degrees 01 minute 28 seconds West, continue with the common line between said EPIC East Towne Crossing tract and the existing North right-of-way line of said Mayfield Road, a distance of 73.73 feet to an "X" cut found on an utility box for the intersection of the existing North right-of-way line of said Mayfield Road with the existing East right-of-way line of State Highway No. 161, also known as President George Bush Tollway (PGBT) (variable width right-of-way), as recorded in Volume 2001233, Page 729, O.P.R.D.C.T.;

THENCE North 02 degrees 29 minutes 05 seconds West with the common line between said EPIC East Towne Crossing tract and the existing East right-of-way line of said State Highway No. 161, a distance of 887.74 feet to a Texas Department of Transportation monument found for corner;

THENCE North 05 degrees 44 minutes 26 seconds East continue with the common line between said EPIC East Towne Crossing tract and the existing East right-of-way line of said State Highway No. 161, a distance of 419.39 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

THENCE North 02 degrees 29 minutes 05 seconds West continue with the common line between said EPIC East Towne Crossing tract and the existing East right-of-way line of said State Highway No. 161, pass at a distance of 132.81 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Northwest corner of said EPIC East Towne Crossing tract, same being the Southwest corner of said EPIC East tract and continue with said course and common line between said EPIC East tract and the existing East right-of-way line of said State Highway No. 161 for a total distance of 186.46 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Northwest corner of said EPIC East tract, same being the Southwest corner of the remainder of that certain tract of land described in a deed to Epic North East Towne Crossing, LP (hereinafter referred to as Epic North East tract), as recorded in Instrument Number 201700321968, O.P.R.D.C.T.;

THENCE North 89 degrees 17 minutes 14 seconds East, departing the existing East right-of-way line of said State Highway No. 161 and with the common line between said EPIC East tract and the remainder of said Epic North East tract, a distance of 343.95 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Northeast corner of said EPIC East tract, same being the Southeast corner of the remainder of said Epic North East tract, same also being the West line of that certain tract of land described in a deed to Pardue Land Company, LTD. (hereinafter referred to as Pardue tract), as

recorded in Volume 96106, Page 6051, O.P.R.D.C.T.;

THENCE South 00 degrees 42 minutes 46 seconds East with the common line between said EPIC East tract and said Pardue tract, pass at a distance of 53.63 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Southeast corner of said EPIC East tract, same being the Northeast corner of said EPIC East Towne Crossing tract and continue with said course and the common line between said EPIC East Towne Crossing tract and said Pardue tract for a total distance of 324.35 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the North corner of the aforesaid Lot 2;

THENCE South 64 degrees 09 minutes 14 seconds East with the common line between said Lot 2 and said Pardue tract, a distance of 106.51 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

THENCE North 89 degrees 55 minutes 42 seconds East, continue with the common line between said Lot 2 and said Pardue tract, a distance of 185.16 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

THENCE South 03 degrees 09 minutes 54 seconds East, continue with the common line between said Lot 2 and said Pardue tract, a distance of 300.44 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

THENCE South 00 degrees 04 minutes 18 seconds East with the common line between said Lot 2 and said Lot 1R, a distance of 575.55 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

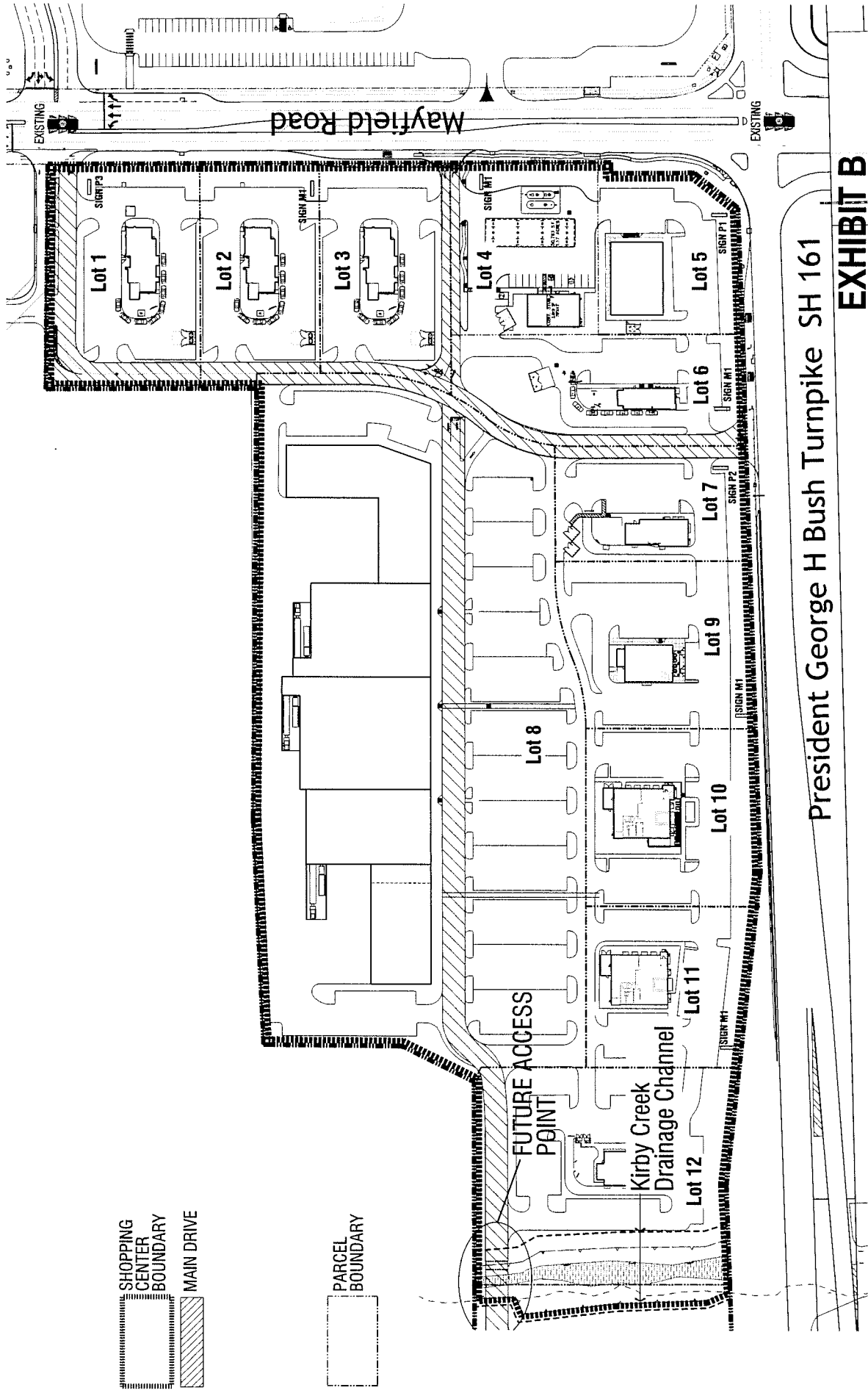
THENCE North 89 degrees 09 minutes 00 seconds East with the common line between said Lot 2 and said Lot 1R, a distance of 283.40 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

THENCE South 00 degrees 04 minutes 18 seconds East, continue with the common line between said Lot 2 and said Lot 1R, a distance of 300.00 feet to the PLACE OF BEGINNING, and containing a calculated area of 22.685 acres (988,178 square feet) of land.

EXHIBIT B

SITE PLAN

ATTACHED.



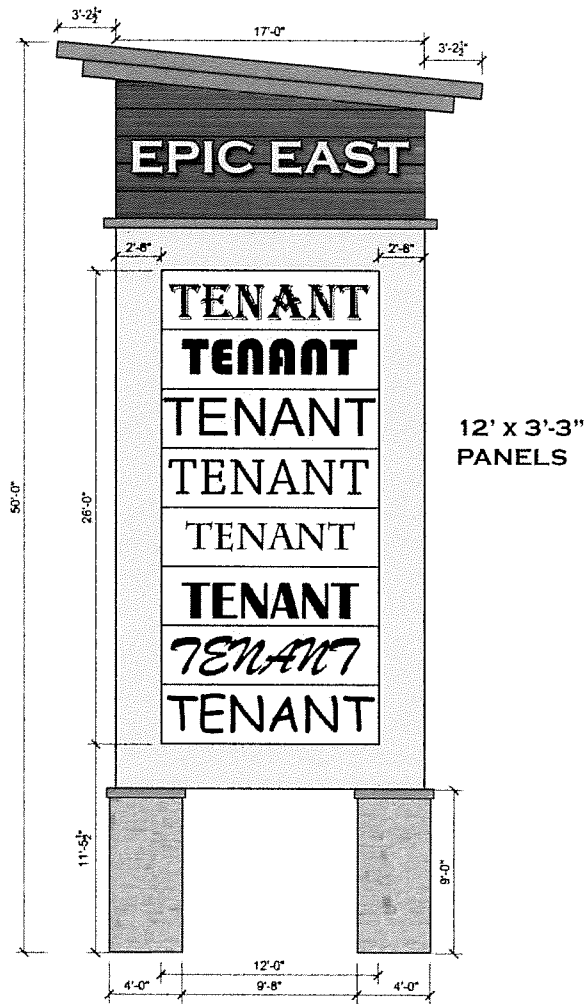
President George H Bush Turnpike SH 161

EXHIBIT B SITE PLAN

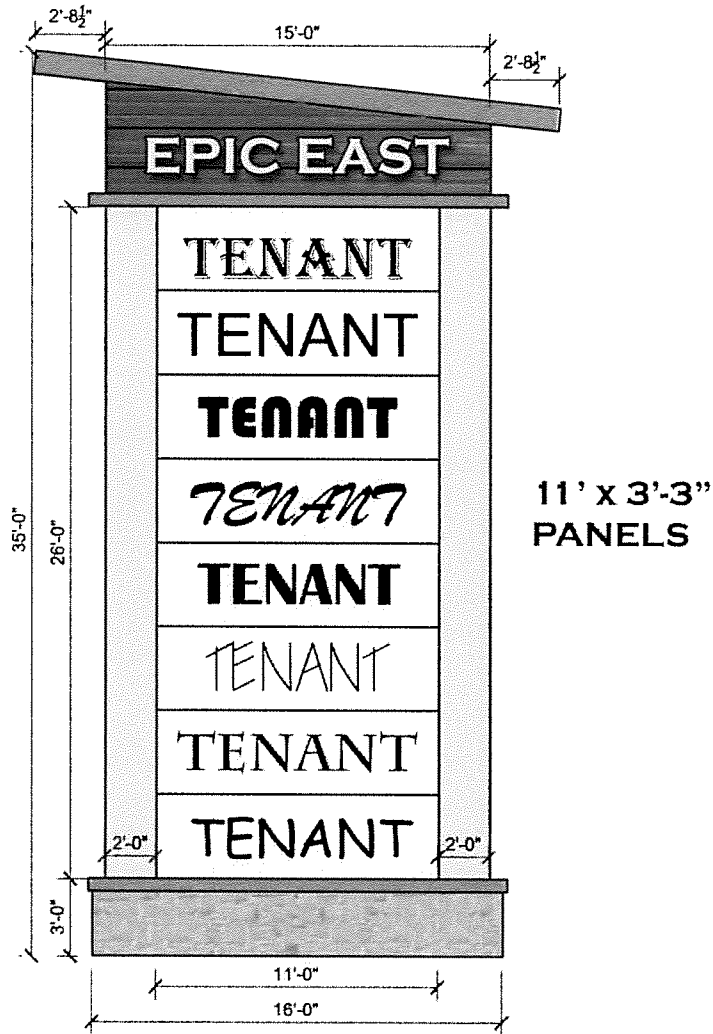


EXHIBIT C

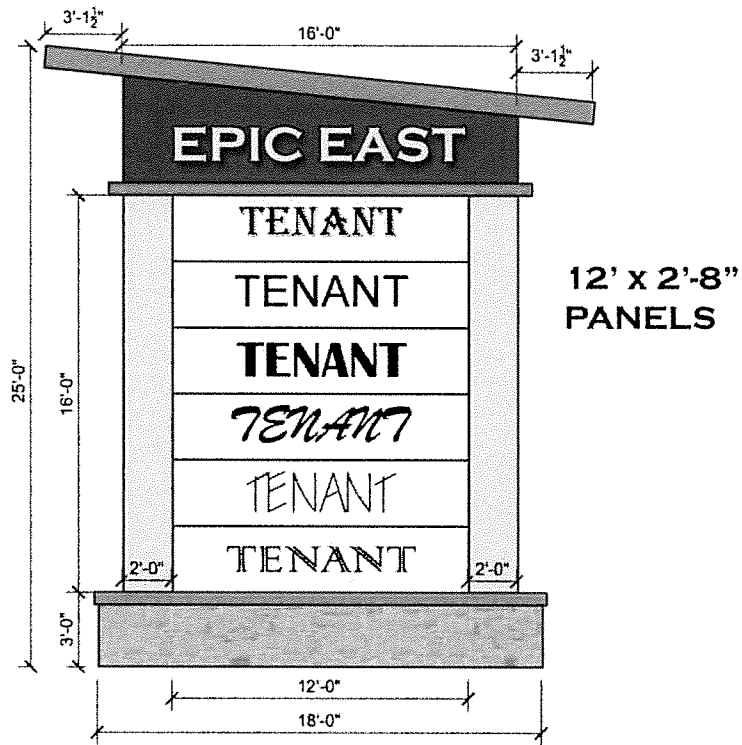
DECLARANT SIGN RENDERINGS



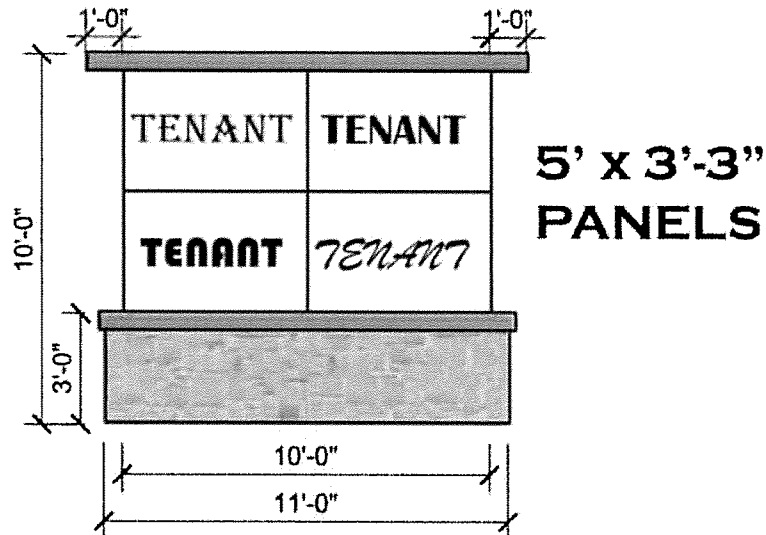
P1 50' PYLON OPEN BASE
(2 SERIES)
320 SF MAX TENANT
PANELS EACH SIDE



P2 35' PYLON SOLID BASE
(3 SERIES)
290 SF MAX TENANT
PANELS EACH SIDE



P3 25' PYLON
(4 SERIES)
192 SF MAX TENANT
PANELS EACH SIDE



M1 MONUMENT

(5 SERIES)

66 SF MAX TENANT
PANELS EACH SIDE

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
01/18/2018 04:40:06 PM
\$110.00
201800016682

[Signature]

