DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, AND EASEMENTS

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS AND EASEMENTS, (this "**Declaration**") made and entered into this day of May 11th, 2009, by, between and among **OLD HAWTHORNE PLAZA, L.L.C.**, a Missouri limited liability company, with principal offices in Columbia, Boone County, Missouri, (the "**Developer**"); and all successors in interest (whether by purchase, transfer or lease) to any portion of the Development (as that term is hereinafter defined); who are hereinafter at times referred to individually as a "**Party**" and, in the plural, as the "**Parties**".

WITNESSETH:

WHEREAS, Developer is the owner of real estate and interests in real estate hereinafter defined in Article I as "the Development".

WHEREAS, Developer has established the Committee (as that term is hereinafter defined) to provide for the regulation, operation and management of the rights and obligations herein created with respect to the Development.

WHEREAS, Developer desires to place certain Restrictions (as that term is hereinafter defined) of record with respect to the Lots (as that term is hereinafter defined) and the Development for the benefit of Developer, and all successors in interest of the Developer in the Lots of the Development and/or the Development (whether by purchase, transfer or Lease);

WHEREAS, Developer desires to establish certain cross-access easements, and Restrictions (as that term is hereinafter defined) regarding the traffic flow within the Development and between the Development and the adjacent public streets and provide for points of ingress and egress for the Development and the Lots within the Development;

WHEREAS, Developer desires to establish certain Restrictions to govern and control the aesthetic effect of the overall Development and the Lots within the Development from an architectural and color compatibility standpoint and grant the Committee the power and control of the enforcement of such Restrictions; and

WHEREAS, Developer desires to grant authority to the Committee for the purpose of promulgating reasonable rules and regulations relating to the uses permitted and the general nature of the construction of the roads, structures and/or Buildings (as that term is hereinafter defined) on or about the Lots and Development.

NOW, THEREFORE, Developer hereby declares that all of the Development and all Lots within the Development shall be held, sold and conveyed subject to this Declaration and the Restrictions herein set forth, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development and, therefore, the Lots. All of the provisions of this Declaration and the Restrictions shall run with the Development and the Lots, and shall be binding on all Parties and Lots and shall inure to the benefit of all Parties and Lots in the same

manner as if said Restrictions were set out in full in each contract and conveyance of or concerning the Development, any Lot or any portion of the Development and/or Lot.

ARTICLE I
DEFINITIONS

For all purposes herein, the following terms shall be defined as hereinafter set forth:

"**Access Easement Area**" shall mean that certain access drive along the boundary between Lot 1(A) and Lot 1(B) of the Development shown and more particularly described on Exhibit A attached hereto and incorporated herein.

"**Building**" shall mean any structure used or intended for supporting or sheltering any use or occupancy.

"**Committee**" shall mean a committee comprised of three (3) members (each being a Person) selected as set forth below and responsible for the regulation, operation and management of the rights and obligations herein created with respect to the Development. The initial Committee is composed of Jack Rader of Columbia, Missouri, Russell A. Starr of Columbia, Missouri and Justin Starr of Columbia, Missouri, each of whose term shall be until the Development Turnover (as that term is hereafter defined). In the event of the death or resignation of any member of the Committee, the remaining member or members shall have full authority, upon unanimous consent, to designate a successor or successors to serve for the remainder of such member's term. A majority of the Committee may designate a representative of the Committee to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. Upon the Development Turnover, the Developer shall give prompt notice thereof to the then record Lot Owners, and a meeting of the Lot Owners shall be called by notice of meeting signed by the Developer or at least two (2) Lot Owners, sent to the Lot Owners in

accordance with Article VII, Section 7 hereof at least ten (10) business days before the date fixed for the meeting, for the purpose of electing new members of the Committee. The notice shall specify the time and place of meeting, which shall be in Columbia, Boone County, Missouri (or, at the request of 50% or more of the Lot Owners, shall be held by teleconference). At such meeting attended by a majority of the Lot Owners (either in person or by proxy) the majority of the Lot Owners attending such meeting (either in person or by written proxy) shall have the power to elect three (3) new members of the Committee until their successor have been duly appointed or elected. After three (3) members have been elected, by lot one shall serve for a term of one (1) year, one for a term of two (2) years and one for a term of three (3) years, with all members elected thereafter to serve for a term of three (3) years. At such meeting, each such Lot Owner whether attending (either in person or by proxy), shall be entitled to one vote for each Lot owned by such Lot Owner. Meetings thereafter to elect replacement members of the Committee shall be called by the Committee, with notices given in the same manner hereinabove provided, and shall be held at least one (1) month prior to the expiration of the term of the member to be replaced. The term of the member of the Committee to be replaced shall be extended until such member's replacement has been duly elected.

"**Common Facilities**" shall mean, collectively, the following: (i) monument or pylon signs situated within the Development for which the Developer of the Committee has obtained the easements necessary therefor as required under Article II, Section 6(A), which signs either identify the Development only (the "**Development Signs**") or upon which Lot Owners have the right to post identification of the name of the Lot Owner or its Tenants, or identification of product or services they provide (the "**Shared Signs**"); and (ii) storm sewer, sanitary sewer, water, electric, and/or natural gas utility lines and facilities situated within the Development that

(a) serve or are intended to serve more than one Lot and (b) are not maintained either by the City of Columbia, Missouri or the relevant utility company (the "**Common Utility Facilities**").

"**Common Facilities Maintenance**" shall mean the maintenance, repair, replacement, and operation, (but not to include the initial construction or installation) of the Common Facilities.

"**Cross-Access Lot**" shall mean that portion of Lot 1(B) more particularly described on Exhibit B attached to this Declaration and incorporated herein by reference, which is served by the Access Easement.

"**Developer**" shall mean Old Hawthorne Plaza, L.L.C., a Missouri limited liability company, which is the current owner of the Development as that term is hereinafter defined.

"**Development**" the following described real estate (collectively with all appurtenant easements, points of ingress and egress, buildings, structures and improvements now or hereafter located thereon, and all individual lots therein, which has been subdivided by the Plat, to-wit:

> A tract of land containing 12.59 acres, more or less, located in the Northeast Quarter (NE 1/4) of Section Twenty-two (22), Township Forty-eight (48) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in the City of Columbia, Boone County, Missouri, being part of the tract described by the warranty deed recorded in Book 2872, Page 77, Records of Boone County, Missouri, and the quitclaim deed recorded in Book 3074, Page 37, Records of Boone County, Missouri, and being more particularly described as follows:
>
> Beginning at the southwest corner of Arbor Falls Plat 1 recorded in Plat Book 40, Page 118; thence from the point of beginning, South 30 degrees 52' 10" West, 55.78 feet to the south line of quit-claim deed recorded in Book 3074, Page 37; thence with said

south line, North 59 degrees 07' 50" West, 312.54 feet; thence North 22 degrees 29' 20" West, 115.15 feet; thence leaving the lines of said quit-claim deed, 562.10 feet along an 815.00 foot radius non-tangent curve to the left, said curve having a chord North 1 degree 15' 45" West, 551.03 feet; thence North 58 degrees 01' 00" East, 350.88 feet; thence south 22 degrees 45' 50" East, 158.79 feet; thence south 54 degrees 45' 30" East, 50.20 feet; thence north 80 degrees 03' 45" East 48.87 feet, thence North 54 degrees 01' 40" East, 258.29 feet; thence south 34 degrees 24' 40" East, 430.40 feet to the westerly line of said Arbor Falls Plat 1; thence with said westerly line, South 43 degrees 05' 00" West, 801.38 feet to the point of beginning.

"**Development Turnover**" shall mean that time at which the Developer has conveyed the fee interest to portions of the Development totaling seven and one-half (7.5) acres or more in the aggregate (which is approximately sixty-six percent [66%] of the land area within the Development, excluding the street right-of-way dedicated to the public use by the Plat) to one or more Parties.

"**Financial Institution**" shall mean a national or state bank, a trust company (whether or not an affiliate or subsidiary of a national or state bank holding company); a savings bank and loan association; a credit union; an entity whose primary business is commercial or consumer finance; other retail or commercial financial lending institutions; any entity operating any safe deposit business; an entity whose primary business is a trust business; any entity whose primary business consists of receiving deposits, making loans, serving as trustee; or any combination of the foregoing; or any entity (a) owned in whole or part by, or under common ownership with any of the foregoing and (b) that performs any of the foregoing activities, whether or not as a primary

business. For clarification, "trust company" or "trust business" shall not mean attorneys or accountants dealing with estates, trusts or fiduciary matters.

"**Lot**" and/or "**Lots**" shall mean each platted lot, in the plural, platted lots, which is/are located within the Development. "**Lot 1(A)**" and "**Lot 1(B)**" shall mean, respectively, Lot 1(A) and Lot 1(B) according to the Administrative Plat of Old Hawthorne Plaza, Plat 1-A that is described herein as part of the Plat.

"**Lot Owner**" shall mean any person who shall possess a fee simple interest in any Lot located within the Development.

"**Person**" shall mean an individual, corporation, partnership, limited partnership, limited liability company, unincorporated association or any entity recognized by Missouri law.

"**Plat**" shall mean that certain Final Plat of Old Hawthorne Plaza dated April 21, 2008 and recorded July 22, 2008 as Instrument # 2008016845 in Plat Book 42, Page 38 of the Office of the Boone Country, Missouri Recorder of Deeds, as further subdivided by that certain Administrative Plat of Old Hawthorne Plaza, Plat 1-A dated July 2008 and recorded September 5, 2008 as Instrument # 2008020591 in Plat Book 3371, Page 151 of the Office of the Boone Country, Missouri Recorder of Deeds, and as may be further subdivided of record.

"**Restrictions**" shall mean protective covenants, rules, regulations, restrictions, easements, charges, liens and conditions which shall be legally effective with respect to the Development, or any portion thereof.

"**Tenant**" shall mean any person who shall possess a leasehold interest in any Lot. A Lot Owner may agree with one or more Tenants occupying its Lot that such Tenant(s) will perform some or all of the Lot Owner's obligations under this Declaration, but notwithstanding such

agreement the Lot Owner shall remain ultimately liable and responsible to the other Parties for the prompt and full performance of all of the Lot Owner's obligations hereunder.

ARTICLE II
EASEMENTS AND PERMITS

1. Utility Easements. The various utility easements delineated on the Plat may be used by the Developer (if then owning any Lot in the Development), the Committee, and public utilities for the purpose of constructing, operating and maintaining (underground only) wires, lines, mains, pipes, conduits, or other transmission systems for electric, telephone, telegraph, water, sewage, storm water, natural gas, video, fiberoptic cable and/or cable television and all other appurtenances, ground level transformers and junction boxes, installed by a public utility.

2. Cross-parking. Subject to the terms, conditions and limitations herein contained, Developer hereby grants to the Lot Owners, Tenants and the subtenant(s), Building occupant(s), mortgagee(s), employee(s), agent(s), contractor(s), customer(s), business invitee(s) and permittees of either an Owner or a Tenant (collectively, "**Users**"), a non-exclusive, revocable, personal and non-assignable, permit, during such time as such Users shall be in and about the Development for the purpose of conducting their business within the Development and/or patronizing and shopping within the Development, the following:

(A) reasonable access, ingress and egress over, across and through the streets, driveways, parking lots, sidewalks, entrances and exits, existing on the Development and the Lots (other than Lot 1(A), provided that Declarant acknowledges that Lot 1(A) is subject to the Access Easement granted in Section 3 below) from time- to-time as the same may be moved, altered or deleted by Developer or its successor in interest;

(B) the right to park on all parking spaces located within the Development (except those which are marked as "Reserved" for a specific Lot Owner or Tenant), from time to time as the same may be moved, altered or deleted.

Notwithstanding anything herein to the contrary contained, no such User shall acquire any ownership right in the Development or any part thereof by virtue of this Agreement or otherwise. Further, no such User shall acquire any right to alter or amend this Agreement. The permit herein granted shall expire and terminate immediately upon the User's exit from the Development, upon the User's failure to comply with any rules and regulations promulgated by Developer or its successor in interest in the Development, and upon any written notification from Developer and its successors in interest to the Development and/or the Common Areas that a User is making an unreasonable use of the Common Areas. Developer may, at any time and from time to time, remove, exclude, and restrain any person from the use or occupancy of the Common Areas, excepting bonafide Users who make use of such Common Areas in accordance with the rules and regulations established from time to time for such use by Developer. Notwithstanding anything herein to the contrary, the Developer declares and acknowledges that the business to be operated on Lot 1(A) is dependent in part on readily available parking for the Users of such Lot 1(A); therefore, the permits granted under this Section for parking shall not apply to parking on Lot 1(A). In no event shall a User of a Lot other than Lot 1(A) be permitted to use any part of Lot 1(A) for the parking of vehicles. Further, the Lot Owner of Lot 1(A) shall have the right to tow Users of other Lots that park on Lot 1(A), and, if the party towed was an employee or agent of a Lot Owner or Tenant in the Development, such Lot Owner or Tenant shall be jointly liable to reimburse the Lot Owner of Lot 1(A) for the costs of such towing within thirty (30) days after receipt of an invoice therefor.

3. Access Easement Between Lot 1(A) and Part of Lot 1(B). Developer hereby declares and establishes a perpetual, non-exclusive easement (the "**Access Easement**"): (a) for the benefit of Lot 1(A) and the Cross-Access Lot, respectively; (b) to, from, over and across the Access Easement Area, which Access Easement Area is located partially on the Cross-Access Lot and partially on Lot 1(A)); and (c) for pedestrian and vehicular ingress and egress to and from Lot 1(A) and the Cross-Access Lot and the public right-of-way adjacent thereto currently known as Pergola Drive. Once a roadway is constructed on the Access Easement Area, no fences, landscaping or other obstructions shall be erected, constructed or maintained within the Access Easement Area, and no other action, temporary or permanent, shall be taken, that would prevent or hinder the flow of traffic within the Access Easement Area, and each Owner of Lot 1(A) and the Cross-Access Lot, and its respective Tenant or Tenants, as applicable, shall have the right to enforce such restriction. Without limiting the foregoing, all repairs to the improvements on the Access Easement Area shall be performed during non-business hours. The Access Easement Area shall not be used for construction traffic or construction activities, and any damage to the improvements on the Access Easement Area caused by construction vehicles, tractor trailers, or other heavy vehicles shall be the sole cost of the party responsible for bringing such vehicles upon the Access Easement Area.

(A) Initial Construction of Access Easement Area.

(1) The first time as either the Owner of Lot 1(A) or the Cross-Access Lot desires that one or more buildings on the Lot owned by such Lot Owner be constructed, in connection with its construction such Lot Owner shall construct the roadway and entrances on the Access Easement Area as shown on Exhibit A, including without limitation the curb cut onto Pergola Drive, and for such

construction such Lot Owner shall have the right and license to enter onto the adjacent Lot to the extent reasonably necessary to construct the roadway and entrances on the Access Easement Area; provided that all of the following conditions are satisfied:

(a) Such Lot Owner gives the other Lot Owner written notice of such construction not less than thirty (30) days prior to the commencement of such work, together with (i) reasonably detailed plans indicating the location of the pavement to be constructed and the specifications and the scope of the work, which shall be in accordance with the following standards: unless the Lot 1(A) Owner specifies or agrees otherwise in writing, asphalt drive two lanes in width (one in each direction) to accommodate traffic flow in a commercial shopping center, constructed of asphalt consisting of a 6" A/C base course and a 2" A/C surface, installed on a 9" compacted earthen sub-grade, with 24" x 13" curbing and gutter to be installed at the entrance to Pergola and on the Lot 1(A) side (including curb cuts) substantially as shown on the C-P Plan (as defined in Section 5 below, or as may be amended by the Lot 1(A) Owner) (the "**Proposed Work**"); (ii) the schedule and cost reasonably required to complete such Proposed Work; and (iii) the identity of the contractor or contractors who will be performing such Proposed Work;

(b) The Committee and the Lot Owner of the other Lot being paved approves the Proposed Work in writing, such approval not to be unreasonably withheld; it being agreed that such approval shall be deemed

to have been granted if written notice of disapproval of the Proposed Work is not given within thirty (30) days after written notice of the Proposed Work is given to such Lot Owner; provided, however, if the Lot Owner not performing the construction hereunder timely objects to the cost estimate of the Proposed Work, the other Lot Owner shall obtain bids for the Proposed Work from at least three (3) reputable contractors in the greater Columbia, Missouri metropolitan area qualified to perform the Proposed Work, and shall cause the Proposed Work to be performed by the lowest responsive bidder;

(c) The Lot Owner causing the Proposed Work to be performed shall indemnify, defend and hold harmless the other Lot and Lot Owner from and against any and all claims, causes of action, losses, damages, judgments, settlement and expenses (including, without limitation, reasonably attorney's fees and expenses) suffered or incurred by any one or more of the other Lot Owners as a result of any personal injury, sickness, death, property damage or liens or claims of liens arising out of the work required to execute the Proposed Work or arising out of the design of the Proposed Work; and

(d) The Lot Owner desiring to cause the Proposed Work to be performed shall cause each contractor entering onto the Access Easement Area to provide the other Lot Owner with a certificate of commercial general liability insurance issued by a reputable and licensed insurance company, providing limits of coverage in an amount not less than One

Million Dollars ($1,000,000.00) per occurrence and naming each Lot Owner as an additional insured of such insurance and a certificate holder.

(e) The Lot Owner causing the Proposed Work to be performed shall cause such work to be performed (a) in a good and workmanlike manner, (b) free and clear of any liens or claims of liens, (c) in substantial compliance with the plans for such work given to the other Lot Owner as provided above, (d) in compliance with all applicable governmental laws, rules, regulations and ordinances, (e) substantially within the schedule for such work given to the Lot Owner as provided above, (f) at the sole cost and expense of the Lot Owner performing such work, and (g) in a manner that does not unreasonably interfere with any other construction or pre-construction activities on the Lot to be paved.

(2) The Lot Owner not performing the initial construction of the improvements on the Access Easement Area shall be responsible for fifty percent (50%) of the cost thereof, to be paid within thirty (30) days of receipt of the written request of the Lot Owner performing the construction, together with copies of invoices of such supporting documentation as may be reasonably requested.

(3) Notwithstanding any other provision of this Declaration, no Committee review or additional approvals shall be required in order to construct the roadway and entrances on the Access Easement Area substantially as shown on Exhibit A.

(B) Maintenance, Repair, and Replacement of Access Easement Area.

(1) Each Lot Owner shall perform and pay for the maintenance, repair and replacement of that portion of the paved Access Easement Area on such Lot Owner's Lot as and when reasonably necessary to maintain the pavement in a reasonably good condition for vehicular traffic, and shall keep the Access Easement Area free and clear of all snow and ice; provided, however, that such obligation shall not commence until such Lot Owner has commenced the construction of one or more buildings on such Lot Owner's Lot. Until construction of one or more buildings has commenced on the other Lot, the Lot Owner who paved the Access Easement Area shall have the right, but not the obligation, to perform any maintenance, repair or replacement it may desire to the entire Access Easement Area, at its sole cost. Additionally, notwithstanding the foregoing, the Owner of Lot 1(A) may, at its option and sole cost, elect to perform snow removal on any portion of the Access Easement Area at any time and from time to time.

(2) If the Owner of Lot 1(A) or the Cross-Access Lot fails to cause the Access Easement Area for which such Lot Owner is responsible under this Declaration to be maintained, repaired or replaced by it as required herein and such failure is not cured within thirty (30) days after the giving of written notice of such failure by the other Lot Owner, then (a) the failing Lot Owner shall be referred to herein as a "Defaulting Party", (b) the non-defaulting Lot Owners shall have the right, but not the obligation, to cause such maintenance, repair or replacement to be performed, and (c) the Defaulting Party shall reimburse the non-defaulting Lot Owners for the reasonable and out-of-pocket cost of any such

maintenance, repairs or replacements within 30 days after demand, together with (i) interest thereon from the date of such demand until paid at the highest applicable prejudgment interest rate in the State of Missouri, plus (ii) all reasonable and out-of-pocket costs incurred by the non-defaulting Lot Owners in collecting such amount from the Defaulting Party, including, without limitation, reasonable attorney's fees and expenses.

(3) All amounts owed hereunder not paid within such thirty (30) days shall bear interest at the lower of (i) eight percent (8%) per annum, or (ii) the maximum rate permissible from time to time under Missouri law, from expiration of such thirty (30) days to the date of payment in full, and shall be a lien on the Contributing Owner's Lot until paid. The Owners of Lot 1(A) and the Cross-Access Lot each shall indemnify and hold the other (and its officers, directors, shareholders, employees, and agents) harmless from and against any and all losses, costs, liabilities or claims arising from use of the Access Easement Area and the improvements thereon, and the temporary construction easements granted under this paragraph by the indemnifying party and its Users, except to the extent caused by the negligence or willful misconduct of the other party.

(4) The Owners of Lot 1(A) and the Cross-Access Lot each shall continuously maintain in effect a comprehensive general liability insurance with a combined bodily injury, death and property damage limit of no less than One Million Dollars ($1,000,000.00) per occurrence covering their indemnification obligations under this paragraph, and shall name each other as additional insureds with regard to the Access Easement Area and improvements thereon. Such

insurance policies shall be carried with reputable companies licensed to do business in the State of Missouri, and upon request, the parties shall provide each other a certificate of such insurance.

4. Free Flow of Traffic. Each Lot Owner of any Lot within the Development shall be responsible for the installation, striping, and maintenance of any parking spaces, sidewalks, curbs and landscape areas located within such Lot. Any and all such parking spaces, sidewalks and curbs shall be constructed in accordance with the applicable ordinances of the City of Columbia and at an elevation to match the elevation of the adjacent parking spaces, sidewalks and curbs on the Development so as to allow free and unencumbered vehicular and pedestrian traffic between the Development and such improvements to the Lot. All sidewalks shall be constructed of concrete and all drives and parking areas on such Lot shall be constructed of concrete or asphalt, and shall be approved by the Committee prior to installation. Each Lot Owner or Tenant shall provide all snow and ice removal desired by such Lot Owner or Tenant with respect to such parking spaces, sidewalks, curb and landscape areas, located within such Lot.

5. Storm Sewer Easements/Construction. As of the date of this Declaration, the storm water system necessary to serve the Development (as may be improved) is not complete. The Developer envisions a common storm water system throughout the Development, portions of which are publicly dedicated and maintained by the City of Columbia, with the remaining portions thereof being private, installed incrementally as Lots are developed and subsequently maintained as Common Facilities hereunder. The Developer's current vision of the Development's storm water system is shown on that certain C-P Plan for Old Hawthorne Plaza approved and signed by the City of Columbia May 7, 2009(the "**C-P Plan**") and that certain

drawing entitled CE 3, including Storm and Sanitary Sewer Plan for Old Hawthorne Plaza, originally issued May 2008 (most recently revised July 23, 2008) (collectively, the "**Storm Water Plans**"), neither of which has yet been finally approved by the City of Columbia and remain subject to change. As of the date of this Declaration, the public portions of this storm water system have been completed, dedicated to the public, and accepted for maintenance by the City of Columbia. The completion of the private portions of the Development's storm water system (the "**Common Storm Sewer**") and the maintenance thereof shall be governed by this Section.

(A) Any Lot Owner desiring to have storm water improvements installed to serve its Lot shall give the Committee written notice, along with reasonably detailed plans of the portion of the common storm water system necessary to serve the Lot, which plans should be, to the extent feasible, generally consistent with the Developer's Storm Water Plans, and the estimated cost of the construction of the proposed sewer. For sixty (60) days after such notice, the Lot Owner and the Committee shall work together in good faith to reach a written agreement regarding location, design and cost of the proposed sewer and, if the design of the proposed sewer requires installation on other Lots, to obtain consent of the affected Lot Owners (which consent shall not be unreasonably withheld).

(1) If within such sixty (60) day period, the Lot Owner and the Committee reach agreement, and every other Lot Owner whose Lot would be burdened by an easement for such proposed sewer approves the location of such easement on its Lot (which approval shall not be unreasonably withheld), they shall prepare, sign and record a document granting the easements for the proposed

sewer. Additionally, the initiating Lot Owner and the Committee shall also prepare and sign such other documents confirming any other details the parties deem appropriate, which may include specifics of the cost-sharing. The sewer shall then be constructed by the initiating Lot Owner. The Lot Owners shall share the cost of construction of such sewer as follows: (a) The Lot Owner initiating the construction shall pay a portion equal to the cost of constructing separate storm water improvements to serve only such Lot Owner's Lot and connecting to the nearest public storm water improvements by the most direct feasible route, and (b) the balance shall be paid by the Lot Owners of the other Lots that will use such newly constructed sewer, on a pro rata basis, based on the ratio of the square footage of each Lot to the total square footage of all such other Lots that will use the such newly constructed sewer. Such balance shall be paid within thirty (30) days after request by the initiating Lot Owner, either monthly as construction progresses, or upon final completion and accounting, and the initiating Lot Owner shall be entitled to require the Lot Owners to be benefited by such newly constructed sewer to escrow such balance of the construction costs, prior to the start of such construction. Upon the completion of construction, such sewer shall immediately become a Common Storm Sewer and part of the Common Facilities hereunder without the need for any additional signatures by other Lot Owners, and the benefitted Lot Owners shall immediately begin paying their share of the maintenance thereof pursuant to the provisions of Article VI.

(2) If the Lot Owner and the Committee cannot agree regarding the proposed sewer within such sixty (60) days period, then, in addition to all other

rights and remedies available to the initiating Lot Owner at law or equity, the Lot Owner shall not be required to participate in a common storm water system but instead may construct a separate storm water system to serve its Lot only and connect such system to the public storm water system by the most direct feasible route, and the Developer and Committee shall grant any right, approval, and/or permission necessary or convenient thereto within their power to grant. No other Lot Owner or Lot shall have the right to use such separate storm water system.

(B) Upon completion of construction, the Committee shall maintain the Common Storm Sewer (subject to reimbursement from the Lot Owners served by such Common Storm Sewer pursuant to Article VI below) in good order, condition and repair, and in compliance with all applicable laws. The Committee shall give a Lot Owner at least twenty-four (24) hours prior notice before entering such Lot Owner's Lot in connection with any maintenance or repair of the Common Storm Sewer.

(C) The Developer and the Committee shall indemnify and hold each Lot Owner harmless from and against all claims, costs, liabilities or expenses arising out of or in connection with any exercise of the rights under the Common Storm Sewer contained in this Section. The Committee will not allow any liens to attach to a Lot in connection with the construction, maintenance, or repair of any portion of the Common Storm Sewer and shall cause any such liens that attach to a Lot to be immediately removed of record.

6. Development Signs and Shared Signs.

(A) Before the Developer or the Committee installs any Development Sign or Shared Sign, it must first obtain a written easement therefor from the applicable Lot Owner, which Lot Owner may require specific height and size limitations on such Sign.

If either the Developer or the Committee elects to construct any Shared Sign, each Lot Owner shall have the right to utilize a panel upon each Shared Sign. The Owner of any Lot on which a Shared Sign is installed shall have the right of first refusal to utilize the top panel of such Shared Sign. The color, design and content of all panels on the Shared Signs are subject to the Committee's prior written approval, not to be unreasonably withheld, conditioned or delayed, provided, however, the sign panel and service mark approved under Article V(E) hereof is hereby approved, and shall require no further consent from the Committee. Each Lot Owner electing to place a panel on the Shared Signs shall be responsible for obtaining governmental approval for its panel, the cost of fabricating and installing its panel on the Shared Sign, and any costs associated with the repairing or replacing its panel.

(B) The Committee shall maintain the Development Signs and Shared Signs, subject to reimbursement for a portion thereof from the Lot Owners pursuant to Article VI, in good order, condition and repair, and in compliance with all applicable laws. The Committee shall give a Lot Owner at least twenty-four (24) hours prior notice before entering such Lot Owner's Lot in connection with any maintenance or repair of the Shared Signs.

(C) The Developer and the Committee shall indemnify and hold each Lot Owner harmless from and against all claims, costs, liabilities or expenses arising out of or in connection with any exercise of the rights under the Sign Easements contained in this Section. The Committee will not allow any liens to attach to a Lot in connection with the construction, maintenance, or repair of a Shared Sign and shall cause any such liens that attach to a Lot to be immediately removed of record.

(D) Developer confirms and agrees that the "proposed monument/pylon sign" on Lot 1(A) shown on the C-P Plan is allocated for use by the Owner of Lot 1(A) only, and is not a Development Sign or Shared Sign.

7. Taxes. Each Lot Owner or Tenant shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Lot and all improvements thereto prior to delinquency.

8. No Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Development, to any individual, entity, the general public or for any public use or purpose whatsoever, it being the intention of the Parties hereto that this Declaration is for the exclusive benefit of Developer and the Parties, and that nothing contained in this Declaration, express or implied, shall confer upon any other person any perpetual, irrevocable, exclusive or non-amendable rights or remedies.

ARTICLE III
RESTRICTIONS ON ACTIVITIES AND USES WITHIN THE DEVELOPMENT

1. No loudspeakers, televisions, phonographs, radios, or other devices shall be used in any Lot in a manner so as to be heard or seen outside of such Lot without the Committee's prior written consent.

2. The sanitary sewer lines, mains and fittings shall not be used for any other purpose other than that for which they are constructed, and no foreign substance of any kind shall be deposited therein. Under no circumstances shall such sanitary sewer system be utilized for the disposal of any hazardous substance as that term shall be defined in any municipal ordinance, state statute or regulation or federal statute or regulation. The Lot Owner shall bear the expense of correcting any breakage, stoppage, or damage resulting from any violation of this provision by Lot Owner, Tenant or its employees, agents, or invitees.

3. No Lot Owner shall cause or allow any obstruction, encumbrance, or private use for any purpose, including but not limited to the sale, advertisement or display of goods and/or services, of the sidewalks and/or entrances of the Development.

4. No Lot Owner shall install any awnings in or on any Building located in the Development which are visible to public view outside such Lot without the written consent of the Committee, which shall not be unreasonably withheld, conditioned or delayed.

5. No Lot Owner and/or Tenant shall permit any offensive or obnoxious vibration, noise, odor, or other undesirable effect to emanate from the Lot, or from any machine or other installation, located on the Lot or otherwise permit the same to constitute a nuisance or otherwise unreasonably interfere with the safety, comfort, of any other occupants of the Development or their customers, agents, or invitees, or any others lawfully in the Building. Upon notice by the Committee to any such landowner and/or Tenant that any of the above nuisances are occurring, such Lot Owner or Tenant shall, within 24 hours, remove or control them. If the condition is not so remedied, the Committee may, either: (1) cure the condition and add any expense incurred by it therefor as an assessment to such Lot Owner or (2) seek an injunction against such Lot Owner and/or such Lot Owner's Tenant for the reason that there exists no adequate remedy at law for such violation.

6. No Lot Owner shall use or occupy any portion of the Development or do or permit anything to be done thereon in any manner which results or may result in invalidating the coverage of, and/or increasing the cost of, insurance to Developer and/or any other Lot Owner.

7. Each Lot Owner (other than a Lot Owner that is a commercial banking association operating a branch bank on such Lot Owner's Lot) shall keep its display windows

and illuminated signs electrically lighted during the periods of time the Committee shall specify for all Lot Owners.

8. All Lot Owners (other than a Lot Owner that is a commercial banking association operating a branch bank on such Lot Owner's Lot) shall remain open for business at least during each day and for the same hours of each day that a majority of other nonchain store tenants in the Development are open for business. Nothing herein shall prevent a Lot Owner from operating additional hours.

9. Each Lot Owner shall load and unload its merchandise, equipment and supplies, and remove its rubbish only by way of the rear of the Building. All garbage, refuse, and rubbish shall be kept in containers specified by the Committee, which shall be kept closed at all times, be placed outside of and to the rear of the Building at all times.

10. No aerial, antenna or other device for receiving short wave transmissions or radio or television programs shall be erected on, or attached to, the roof or exterior walls of any Building located in the Development, or located within the exterior of the Development without, in each instance, the Committee's written consent, provided, however, the Developer and the Committee has previously granted (and hereby grants) all necessary consent to install satellite dishes on the Buildings to be located on Lot 1(A) of the Plat, and no further consent thereto shall be required hereunder. The Committee shall have the power to grant to other Lot Owners the right to erect satellite dishes on their respective Lots. Any aerial, antenna or other device so installed without such consent shall be subject to removal without notice at any time.

11. No Lot Owner shall use or permit the use of any portion of a Lot for the keeping of any live animals, fish, or birds, except within a Building which sells as pets, dogs, cats, gerbles, hamsters, fish or birds and/or any other animal commonly held as pets; provided,

however, such additional animals shall be offered for sale only pursuant to a written consent from the Committee.

12. No oil drilling operations, oil development operations, oil refining operations, quarrying operations or mining operations of any kind shall be permitted upon or within the Development or in any Lot. Nor shall any equipment, apparatus and/or Building normally associated with such operations be erected, maintained or permitted upon the Development or in any Lot, including without limitation thereby, oil wells, derricks, oil, kerosene or gasoline tanks (except for any underground tanks or holding tanks used in the normal operation of a convenience store), tunnels, mineral excavations, shafts or exposed piping.

13. No unlicensed or inoperable automobiles, trucks, implements, equipment or other motor vehicles capable of carrying passengers, whether housed or not, shall be allowed on or shall be stored or parked within the Development or on any Lot, or upon any street or road within the Development, overnight or on a regular basis during the daytime.

14. No Lot or Building thereon shall be maintained, operated or neglected in such a manner as to constitute or create a nuisance. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any portion of any Lot or upon the Development.

15. No individual sewer and/or wastewater treatment systems shall be permitted on any Lot or within the Development.

16. No one shall cause or permit or allow any junk, scrap, rubbish, trash, refuse or litter to be deposited on, stored on or remain on any Lot or on the Development. The Lot Owner shall not allow any burning of any trash or garbage of any kind on or about the Lot.

17. No delivery trucks or over the road trucks shall be allowed to be parked upon any Lot or within the Development overnight.

18. No exterior lighting shall be installed or maintained on any Lot which shall illuminate any other Lot with direct light.

19. The following uses shall be prohibited within the Development and upon each Lot, to-wit: golf cart storage facilities, human and/or animal cemeteries, plant nurseries, the sale of pornographic or obscene materials, "head shops", video game room or arcade, pawn shops, flea market, recycling facility, motor vehicle or boat storage facility and/or motor vehicle repair shop (the latter prohibition shall not apply to facilities that deal primarily in motor vehicle lubrication, such as Jiffy Lube, for example, or convenience stores that sell fuel for motor vehicles.

20. No portion of the Development other than Lot 1A shall be used, operated or occupied (a) by a Financial Institution or (b) for the purpose of operating a Financial Institution, including without limitation an office the primary purpose of which is the acceptance of deposits or the production, making, closing or servicing any consumer or commercial loans, or any combination thereof, except that (c) automated teller machines ("ATMs") shall be permitted so long as they are located inside a Building that has another primary purpose (such as a convenience store) and are not accessible from outside a Building. Further, no signage on the Development (other than on Lot 1A) that is visible from outside a Building, whether exterior signage or interior signage visible from outside a Building, shall contain the name, logo, trademark, trade name or any advertisement of any Financial Institution. Each Lot Owner breaching or allowing a breach of this Restriction on its Lot hereby indemnifies and holds the Lot Owner of Lot 1(A) of the Plat harmless from and against any and all losses, liabilities, claims, demands, damages, actions and causes of action of any and every kind and nature,

including attorneys' fees and expenses, arising out of such Lot Owner's breach of said covenants.

21. From and after the time the Building and signage on Lot 1(A) have been initially constructed hereafter, no Buildings or other structures shall be erected on any portion of Lot 1(B) that would significantly interfere with the visibility of such Building and signage on Lot 1(A) to vehicles traveling northwesterly on State Route WW, provided, however, none of the improvements on Lot 1(B) shown on Exhibit C (being a portion of the C-P Plan prepared by Crockett Engineering Consultants) shall be deemed to violate these restrictions under this paragraph to the extent such improvements are constructed as shown on such C-P Plan.

ARTICLE IV
CONSTRUCTION SPECIFICATIONS AND ARCHITECTURAL CONTROL

1. No Building shall be erected, placed or altered on any Lot within the Development, until the construction plans and specifications, plot plans, elevation materials and color samples for exterior of the Building and a site plan showing the Building's proposed location relative to boundary lines and Building set back lines of the Lot upon which it is to be erected, placed or altered, and a landscape plan, have been approved by the Committee, (the "**Approval**"). Approval shall be reasonably given based on the following grounds:

(A) The conformity of the plans submitted to the purpose and provisions of these restrictive covenants, including without limitation all signage, Development and landscaping criteria;

(B) The adequacy of site dimensions;

(C) The conformity and harmony of external materials and design with existing and proposed neighboring Buildings;

(D) The effect of the Buildings on neighboring Lots; and

(E) The relation of the topography grade and finished ground elevation of the Lot to that of neighboring Lots and/or the streets and roads of the Development.

Each Building shall be placed on a Lot only in accordance with the approved plans and specifications and the approved plot plan. No alteration in the exterior appearance of existing Buildings shall be made without like approval, provided, however, the foregoing shall not apply to any repair or maintenance that simply repairs or replaces an existing exterior component of a building without substantially changing the exterior appearance of the building (such as roofing repairs, replacement of gutters, etc.).

2. The Committee's approval or disapproval as required in these Restrictions shall be in writing, and denials of approval shall specify the reason therefor in reasonable detail. In the event the Committee or its designated representative, within thirty (30) days after plans and specifications have been submitted to it, fails to approve or disapprove the same (or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof), approval will be deemed to have been given by the Committee and the related Restrictions will be deemed to have been fully complied with.

3. No Lot within the Development shall be hereinafter subdivided by any owner other than the Developer, except where all portions thereof shall be used to enlarge other Lots. A small portion of a Lot which consists of less than Ten Percent (10%) of the total square footage of such Lot may be transferred to the Lot Owner adjacent to such transferred portion; provided, however, the Committee shall have first approved such transfer in writing. Any such transferred portion of a Lot shall for all purposes hereunder become a part of the adjacent Lot. Only one (1) such transfer shall be permitted from each Lot.

4. No more than five (5) Buildings shall be allowed on any Lot. No such Building shall exceed six (6) stories in height above ground level. No Building shall be built, erected, or maintained, upon any Lot unless the principal finished floor level shall be at least three thousand (3,000) square feet.

5. All Buildings located within the Development shall be subject to the applicable municipal setback requirements.

6. All pitched roofs shall have a pitch of at least 3/12 but no greater than 12/12 and shall be covered with architectural asphalt or fiberglass shingles having a weight of at least 300 lbs. per square, slate shingles or synthetic slate shingles (cedar shake shingles shall be prohibited). No pitched roofs shall be constructed of ferrous metal or rolled roofing. Roofs constructed of standing seam metal roofing shall be allowed. Further, roofs constructed of non-ferrous metal and pre-approved by the Committee shall be allowed.

7. All mechanical units, including, without limitation thereby, all heating, ventilating and/or air conditioning equipment, installed on the ground or on the roof top of any Building on any Lot which are visible from any dedicated road or street, ring road, street or parking area of the Development must be screened from view with the same exterior finish material as utilized on the Building.

8. All trash receptacles and dumpsters shall be installed and maintained within screening constructed of brick, stone or such other material as shall be approved prior to its installation in writing by the Committee so as to screen the same from view from all points on the adjoining Lots and streets.

9. No fences shall be permitted to be erected and/or maintained on any Lot or within the Development unless the same are required by statute or ordinance or with written consent of the Committee or the same are erected over and along the exterior boundary of the Development.

10. Any heating and/or air conditioning equipment, such as window air conditioning units, which are installed in or protrude through the exterior wall of a Building shall be prohibited.

11. In the event that any structure located on any Lot is damaged or destroyed, then the Lot Owner shall forthwith (but in no event later than ninety [90] days after the date of such damage or destruction) either:

(A) Commence within such ninety (90) days and thereafter diligently complete the repair of such damage and/or the restoration of such structure; or

(B) Raze and remove the damaged or destroyed structure and pave for parking and/or plant in lawn all areas of the Lot affected by such damage, destruction, razing and/or removal.

12. The exterior finish material of all sides of such Building shall be of the following materials:

(A) Glass and normal related glazing material;

(B) Brick, Brick Veneer, Roman Tile;

(C) Natural Stone, Lava Stone, Stone Veneer or manufactured stone;

(D) Stucco or Drive-it;

(E) Horizontal steel siding with factory baked-on color finish (vertical siding, aluminum siding and/or vinyl siding shall be prohibited);

(F) Brick tile or architectural block;

(G) Pre-cast concrete provided it is implanted with a brick or stone design; and

(H) Any material approved in writing as being superior or equal to the material described in Paragraph 11 of this Article IV by the Committee. The color of all exterior finish materials, facia, soffits, gutters and trim shall be approved by the Committee prior to installation. All facia and soffits shall be steel, aluminum, vinyl or Drive-it with continuous gutters.

13. In approving proposed landscape plans, the Committee shall provide for a consistent level and design of landscaping throughout the Development, which shall be of substantially the same type and quality as provided in other high-quality commercial developments in the City of Columbia, Missouri similar to the Development (for example, on the date of this Declaration, "Broadfield Center" is one such similar development).

14. Notwithstanding anything herein to the contrary, the architectural design of Commerce Bank prototype branch bank Building shown on Exhibit D attached hereto and incorporated herein and is hereby approved for Lot 1(A) (with the understanding that such prototype does not show the exact height, building orientation or site layout for Lot 1(A), all of which is still subject to approval)), and the Committee shall not deny approval to any proposed architectural feature or characteristic shown for Lot 1(A) that is substantially similar to such prototype.

ARTICLE V
SIGNAGE

1. All signs are subject to the ordinances of the City of Columbia and to the prior written approval of the Committee with regard to materials, contents, size, construction, color, face type, location and set-back of any sign installed, placed or erected on any Lot. Construction of any sign shall not commence until the Committee has given its written approval for such sign

as hereinafter provided. The Committee reserves the right to inspect all signs at the proposed site of installation, placement or erection and to remove or cause to be removed all unapproved signs, such removal to be at the sole cost and expense of the person or persons responsible for the installation, placement or erection of each unapproved sign. All signs shall be well-maintained and fully operable at all times. There shall not be allowed on the Lot or on any Buildings located thereon any pennants, banners, placards, streamers, sign trailers, spinners, hot air or other type balloons or the like.

(A) The content or wording on all signs shall be restricted to setting forth the Building or company name, company emblem, logo or trade name. Slogans, mottos, or other commentary shall not be allowed on any sign or signs, and unless otherwise required by law, underwriters' and sign fabricators' labels and permits shall be located so as to be inconspicuous. All wiring, ballasting starters and related equipment on all signs shall be concealed from view unless otherwise required by law.

(B) Signs may be illuminated so long as none of the following illuminating methods is used:

(1) Moving, flashing, scintillating or blinking signs;

(2) Painted iridescent signs;

(3) Da-Lite or Da-Glo fluorescent plastic signs; and/or

(4) Signs utilizing exposed lighting tubes or exposed neon lighting tubes.

(C) There shall be allowed only one freestanding monument sign on any Lot; provided, however, all corner Lots shall be allowed one (1) monument sign on each adjacent street, subject to the approval of the Committee as provided in this Article V

and in accordance with the city of Columbia Sign Ordinance. The height of the freestanding monument sign shall not exceed seven feet (7') and shall not contain an area exceeding twenty-five (25) square feet on any one of two (2) sides of such sign. Notwithstanding anything to the contrary in this Article V: (1) Lot 1(A) shall be permitted to install a monument sign of the maximum size, maximum height and general location of the "proposed monument/pylon sign" shown on the C-P Plan (as defined in Article II, section 5); and (2) if in addition to such sign the Lot 1(A) Owner desires to install a second monument sign as a corner lot, the Committee may deny approval to such second monument sign if the total combined sign area of the two monument signs would exceed 64 square feet, and if, under the then- applicable Columbia Sign Ordinance, the installation of such second monument sign on Lot 1(A) would eliminate or reduce the permitted sign area of either of the other two "proposed monument/pylon" signs shown as approved on the C-P Plan. Signs indicating that the Lot is for sale or lease are not subject to these specific provisions regarding freestanding signs. No post or pole sign, billboard or other freestanding advertising media shall be erected or maintained on any Lot.

(D) There shall be no signs painted on any Building located on any Lot. There may be no more than one (1) directory sign attached to the exterior of the Building on each Lot, which may contain only the name of the Building and the name and suite number of each occupant of the Building. The letters of all signs attached to Buildings shall be individually cut and mounted letters or raised letters on panels and shall be internally lit, back lighted or floodlighted; provided such floodlighting emanates from ground level or below and if lighted, all floodlight fixtures and wiring are either screened

from view or below ground level. The letters of all signs attached to Buildings shall not exceed three feet (3') in height and shall be no closer than two feet (2') from the end of the Building on which the letters are mounted or attached. No signs, stickers, advertising materials, or other matters shall be attached to the glass of any windows or doors installed in any Building or inventory located on the Lot.

(E) Prior to the commencement of installation of any sign, the owner of the Lot shall submit to the Committee for the Committee's approval three (3) sets of shop drawings of any proposed sign. In addition to containing all of the information set forth above, the shop drawings shall include construction details, colors and finishes. The proposed location of the signs shall be indicated on the shop drawings. The location of the union and fabricators' labels on the signs must also be indicated. All such signs shall conform to all ordinances and regulations of any governmental agency having jurisdiction over such Lot.

(F) Notwithstanding anything herein to the contrary, the Commerce Bank prototype signage shown on Exhibit E attached hereto and incorporated herein is hereby approved for Lot 1(A), and the Committee shall not deny approval based on any features, characteristics, or design substantially similar to the signage shown on such Exhibit.

2. All mailboxes shall be attached to the Building on each Lot; and no street side mailboxes shall be installed or maintained unless required by postal regulations.

ARTICLE VI
COMMON FACILITIES MAINTENANCE

1. The Committee shall maintain, repair, restore, and/or replace all Common Facilities as necessary to keep the same in a first-class condition and in good and working order, and shall cause all maintenance, repairs and replacements necessary to do so to be promptly

made, performed or installed by reputable contractors, licensed to perform such work, in a good and workmanlike manner using new materials free from defects.

2. Each Lot Owner shall pay to the Committee its Proportionate Share (defined herein) of the Committee's cost for Common Facilities Maintenance. The periods for which the Committee bills Common Facilities Maintenance shall not be less than one (1) calendar month, except for the initial and final billing which shall be pro rated in accordance with calendar days if not for a full calendar month. The Committee may, from time to time, estimate the Common Facilities Maintenance costs for a period of time, not to exceed one (1) year, and bill the same in such Proportionate Shares which shall be paid by Lot Owner in equal monthly installments during such period with each such installment being due on the first day of each calendar month during such period. Any partial month at the beginning or end of such period shall be prorated based on the number of calendar days included. Within thirty (30) days after the end of each calendar year, the Committee shall deliver to each Lot Owner a statement of Common Facility Maintenance costs for such calendar year, and the monthly installments paid or payable shall be adjusted between the Committee and Lot Owner, and Lot Owner shall pay the Committee or the Committee shall credit or pay to Lot Owner's account within thirty (30) days of receipt of such statement, such amounts as may be necessary to effect such adjustment for such calendar year, provided, however, if a Lot Owner sold its Lot during such calendar year, Developer shall pay to the former Lot Owner any refund owed for the period of such former Lot Owner's ownership during the year, rather than credit the current Lot Owner's account. Upon reasonable notice, the Committee shall make available for a Party's inspection at the Committee's office, during normal business hours, the Committee's records relating to the Committee's Common Facilities Maintenance costs for the preceding calendar year. Failure of the Committee to provide the

statement called for hereunder in a timely manner shall not relieve a Lot Owner of its obligations hereunder. In the event that the Lot Owner and the Tenant for such Lot cannot agree as to which shall pay the Common Facilities Maintenance costs payment to the Committee, then the Lot Owner shall be primarily responsible for such payment. As used herein, each Lot Owner's "**Proportionate Share**" shall be a percentage calculated as follows: (i) with respect to the Development Signs, the numerator shall be the acreage of such Lot Owner's Lot, and the denominator shall be 11.35 acres, which is the approximate total acreage of the land area within the Development, excluding the street right-of-way dedicated to the public use by the Plat; (ii) with respect to the Shared Signs, the numerator shall be the total space on such Shared Signs actually used by such Lot Owner, and the denominator shall be the total space on such Shared Signs available for use by the Lot Owners; and (iii) with respect to the Common Utility Facilities, the numerator shall be the acreage of such Lot Owner's Lot only if such Lot is served by such Common Utility Facility, and the denominator shall be the total acreage of all Lots served by each such Common Utility Facility. For clarification, if a Lot Owner does not use any space on the Shared Signs or its Lot is not served by a Common Utility Facility, the Lot Owner's Proportionate Share of the costs of Common Facility Maintenance for Shared Signs or Common Utility Facilities is zero, and the Lot Owner shall not be obligated to pay anything therefor.

ARTICLE VII
ENFORCEMENT, DURATION AND AMENDMENT

1. This Declaration shall be filed in the Office of the Recorder of Deeds of Boone County, Missouri, and shall be binding upon the Parties hereto, their successors-in-interest and the future owners of the Development or of any Lot for a period of twenty-five (25) years from the date this Declaration is recorded, after which time the Restrictions shall continue unless an instrument agreeing to change these Restrictions in whole or in part is signed by a majority of the

then owners of the Lots has been recorded, provided, however, there shall be no amendment to this Declaration that substantially or materially increases the restrictions, obligations or liabilities on a given Lot or the Lot Owner thereof without the prior written consent of such Lot Owner (subject to the provisions of Article II(5)(1) hereof), nor shall there by any amendment of or relating to the Access Easement Area without the prior written consent of both the Lot 1(A) Owner and the Lot 1(B) Owner, nor shall Article III, Section 20 be amended or deleted with the prior written consent of the Lot Owner of Lot 1(A), nor shall there be any amendments that prohibit the Developer from developing the Lots either as subdivided Lots or collectively as condominium ownership (collectively, the "**Amendment Limitations**").

2. If the Developer, any Person claiming through the Developer, and/or any Party, or any of them or their heirs or assigns, shall violate or attempt to violate any of the Restrictions, it shall be lawful for any other Party or Parties or the Committee, to prosecute any proceedings at law or in equity against the Person or Persons violating or attempting to violate any of these Restrictions, either to prevent such Person or Persons from such violation or to recover damages; together with the reasonable costs and expenses (including depositions and copies thereof) of such litigation and a reasonable attorney fee.

3. Each of the Restrictions contained herein shall be deemed and construed to be continuing; and no waiver of a breach of any of the Restrictions herein contained shall be construed to be a waiver of any other breach of the same, or other provisions of the Restrictions; nor shall failure to enforce any one of such Restrictions either by forfeiture or otherwise, be construed as a waiver of any other Restriction.

4. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

5. All Restrictions herein are expressly declared to be independent; no laches, waiver, estoppel, condemnation or failure of title as to any part or parcel of the Development shall in any way modify, invalidate or annul any Restrictions herein, with respect to the remainder of said Development, saving always the right of amendment, modification or repeal as hereinabove expressly provided.

6. The easements herein granted, the restrictions hereby imposed and the covenants herein contained shall be considered as easements, restrictions and covenants running with the land, subject to the right of Developer and its successors in interest to the Development to amend, alter and terminate in accordance with the terms hereof, and shall be binding upon and shall inure to the benefit of, all Owners and Tenants and all of their successors and assigns and heirs and personal representatives.

7. Any notice, request, demand or other communication required or permitted herein shall be in writing and may be given by actual delivery to the party to whom or which it is directed. Further, such notice, request, demand, or other communication may be given by certified or registered United States Mail, Federal Express, UPS, Airborne Express or facsimile addressed to the party to whom or which directed at the last known address or facsimile number of such party. Any such written notice shall be conclusively deemed given on the earlier of the date of actual delivery or the following date:

(A) With respect to delivery by certified or registered United States mail, on the third business day following the date of mailing; and

(B) With respect to delivery by Federal Express, UPS and Airborne Express, upon the date of actual delivery by such carrier to the Party to whom or which addressed or the date of such party's refusal to accept delivery.

(C) With respect to delivery by facsimile transmission, upon confirmed completion of such transmission, provided such written notice is, on such date of transmission, also so mailed or so delivered to Federal Express, UPS or Airborne Express.

Either party hereto may from time to time change the foregoing address by written notice to the other party similarly given; provided, however, such change of address shall only be effective upon its actual receipt by the party to whom it is addressed.

8. The terms of this Declaration may be amended from time to time by a written agreement to amend executed by both Developer (provided Developer then owns any portion of the Development) and the then Lot Owners owning collectively Lots within the Development which contain in excess of sixty-six percent (66%) of the square footage of the Buildings then erected and occupied on all of the Lots located within the Development, subject to the Amendment Limitations under Article VI, Section 1 of this Declaration. For purposes of this article only, the term "square footage" shall mean the square footage of the floor area of each Building as defined by the then current C-P plan existing with respect to the Development and approved by the City of Columbia, Missouri.

9. No delay or failure by either Party to exercise any right under this Declaration, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

10. This Declaration shall be construed in accordance with and governed by the laws of the State of Missouri.

ARTICLE VIII
DEVELOPMENT AGREEMENT

The Developer acknowledges that on the date hereof the Development is subject to the provisions of that certain Amended and Restated Development Agreement (the "**Development Agreement**") by and between Property Development, Inc., a Missouri corporation, and Billy Sapp and Glenda Sapp, husband and wife, (collectively called "Developers" thereunder), and the City of Columbia, Missouri dated August 24, 2005 recorded in Book 2800, Page 33, Records of Boone County, Missouri. Notwithstanding anything in the Development Agreement (including Section 3(g) thereof) to the contrary, Lot 1(A) shall be required to have no more than thirty percent (30%) green space, and in the event other portions of land encumbered by the Development Agreement are developed with less green space than required under the Development Agreement, and the City of Columbia interprets Section 3(g) of the Development Agreement to require that there be more than thirty percent (30%) green space on the Development under this Declaration, all additional required green space will be placed upon Lot 1(B) or Lot 2 in the Development (as shown on the Plat), or both, so that no more than thirty percent (30%) green space shall be required on Lot 1(A).

IN WITNESS WHEREOF, we the undersigned, have executed this Declaration this

11 day of May, 2009.

OLD HAWTHORNE PLAZA, L.L.C.

By: ______________________
JACK RADER, Manager

By: ______________________
RUSSELL A. STARR, Manager

STATE OF MISSOURI)
)SS
County of Boone)

On this 11th day of May, 2009, before me appeared Jack Rader to me personally known, who, being by me duly sworn, did say that he is a Member of Old Hawthorne Plaza, L.L.C., a limited liability corporation, and that said instrument was signed in behalf of said corporation acting as a Manager of said limited liability company, and said officer acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

____
Notary Public

My commission expires: 9-22-09

SHELLY G. FLETCHER
Notary Public - Notary Seal
State of Missouri - County of Boone
My Commission Expires Sep. 22, 2009
Commission #05773290

STATE OF MISSOURI)
)SS
County of Boone)

On this 11th day of May, 2009, before me appeared Russell A. Starr to me personally known, who, being by me duly sworn, did say that he is a Member of Old Hawthorne Plaza, L.L.C., a limited liability corporation, and that said instrument was signed in behalf of said corporation acting as a manager of said limited liability company, and said officer acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

____
Notary Public

My commission expires: 9-22-09

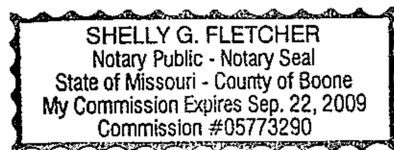

SHELLY G. FLETCHER
Notary Public - Notary Seal
State of Missouri - County of Boone
My Commission Expires Sep. 22, 2009
Commission #05773290

EXHIBIT A

Access Easement Area

On Lot 1(A):

A STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF LOT 1A OF OLD HAWTHORNE PLAZA PLAT 1-A, RECORDED IN BOOK 3371, PAGE 151 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE WW AT THE SOUTHEAST CORNER OF SAID LOT 1A, SAID STRIP BEING 15 FEET WIDE AND LYING LEFT OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE; THENCE FROM THE POINT OF BEGINNING, AND WITH SAID EAST LINE, N30°52'10"E, 366.60 FEET TO THE END OF THIS DESCRIBED LINE.

On Lot 1(B):

A STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF LOT 1B OF OLD HAWTHORNE PLAZA PLAT 1-A, RECORDED IN BOOK 3371, PAGE 151 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE WW AT THE SOUTHWEST CORNER OF SAID LOT 1B, SAID STRIP BEING 15 FEET WIDE AND LYING RIGHT OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE; THENCE FROM THE POINT OF BEGINNING, AND WITH THE WEST LINE OF SAID LOT 1B, N30°52'10"E, 366.60 FEET TO THE END OF THIS DESCRIBED LINE.

(For reference only, see Page 2 of Exhibit B below.)

EXHIBIT B

Cross-Access Lot
(Page 1 of 2)

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF LOT 1B OF OLD HAWTHORNE PLAZA PLAT 1-A, RECORDED IN BOOK 3371, PAGE 151, DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 3200, PAGE 88 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE WW AT THE SOUTHWEST CORNER OF SAID LOT 1B; THENCE FROM THE POINT OF BEGINNING, AND WITH THE WEST LINE OF SAID LOT 1B, N30°52'10"E, 366.60 FEET; THENCE LEAVING SAID WEST LINE, 130.15 FEET ALONG A 260.00-FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S78°08'35"E, 128.80 FEET; THENCE S2°29'00"E, 129.74 FEET; THENCE S30°52'10"W, 300.19 FEET THE SAID NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE WW; THENCE WITH SAID RIGHT OF WAY LINE, N59°07'50"W, 193.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.65 ACRES.

EXHIBIT B

Cross-Access Lot
(Page 2 of 2)

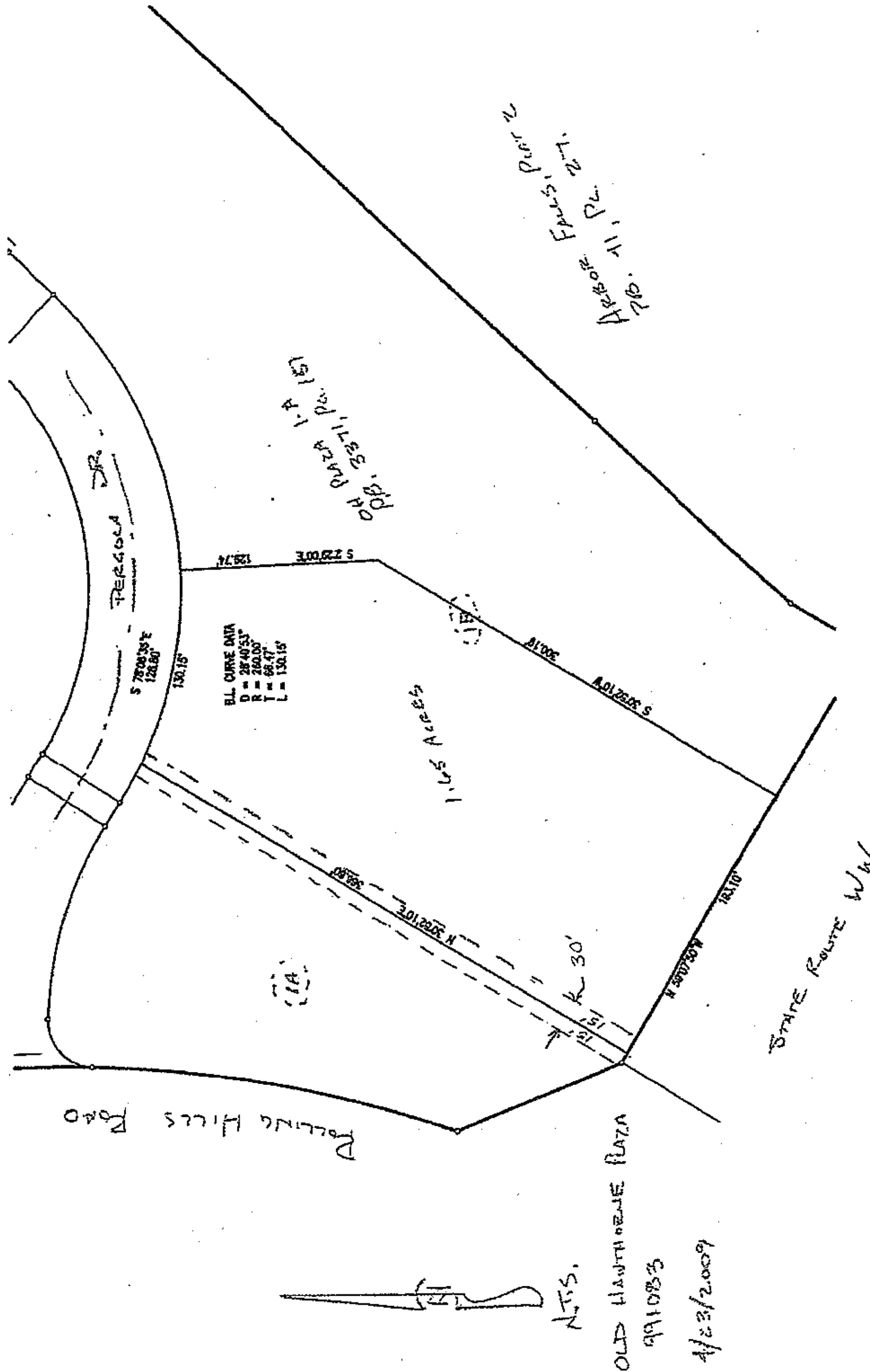


EXHIBIT C

Portion of C-P Plan

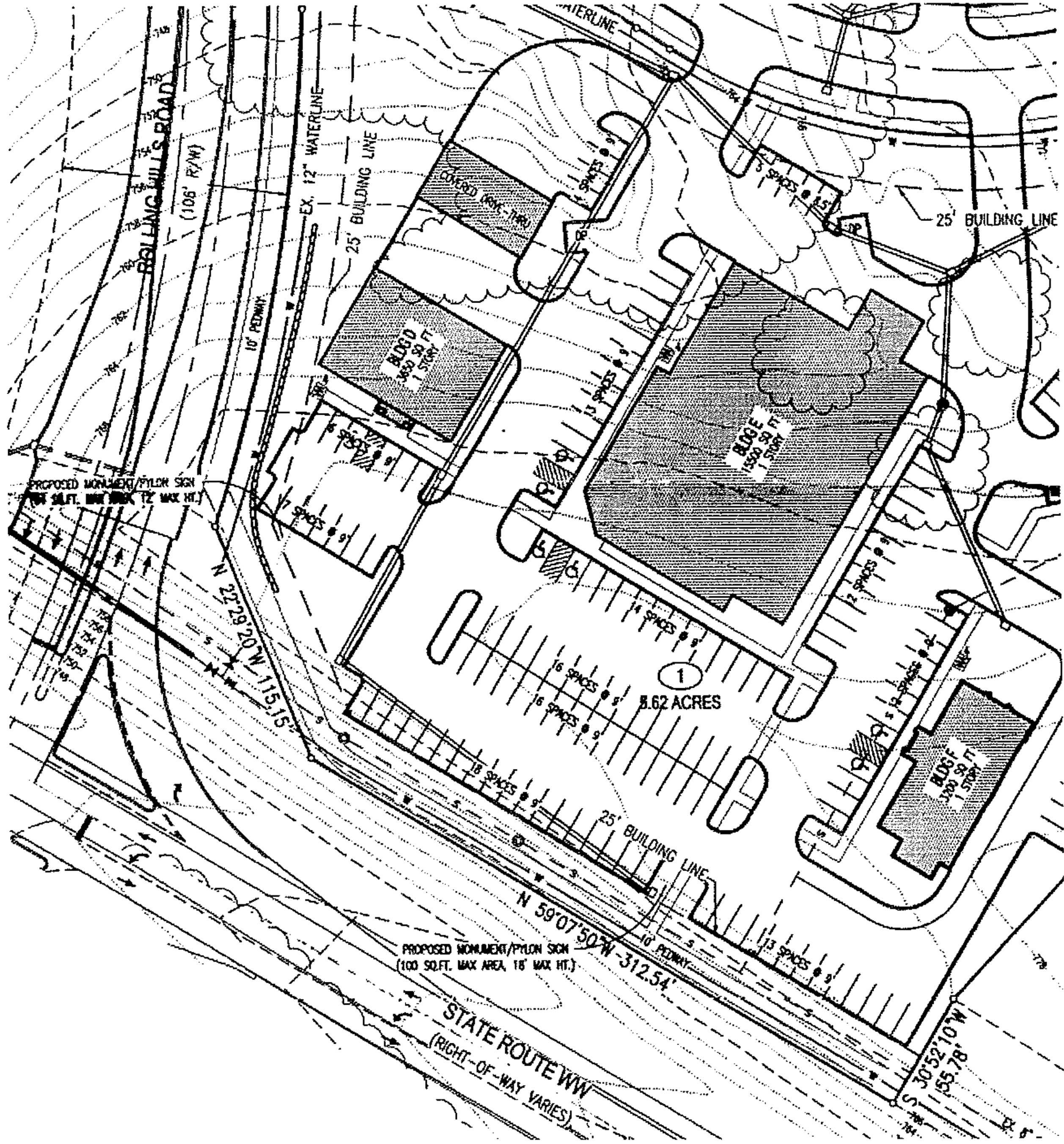


EXHIBIT D

Commerce Bank Prototype Branch Bank Building
(page 1 of 2)

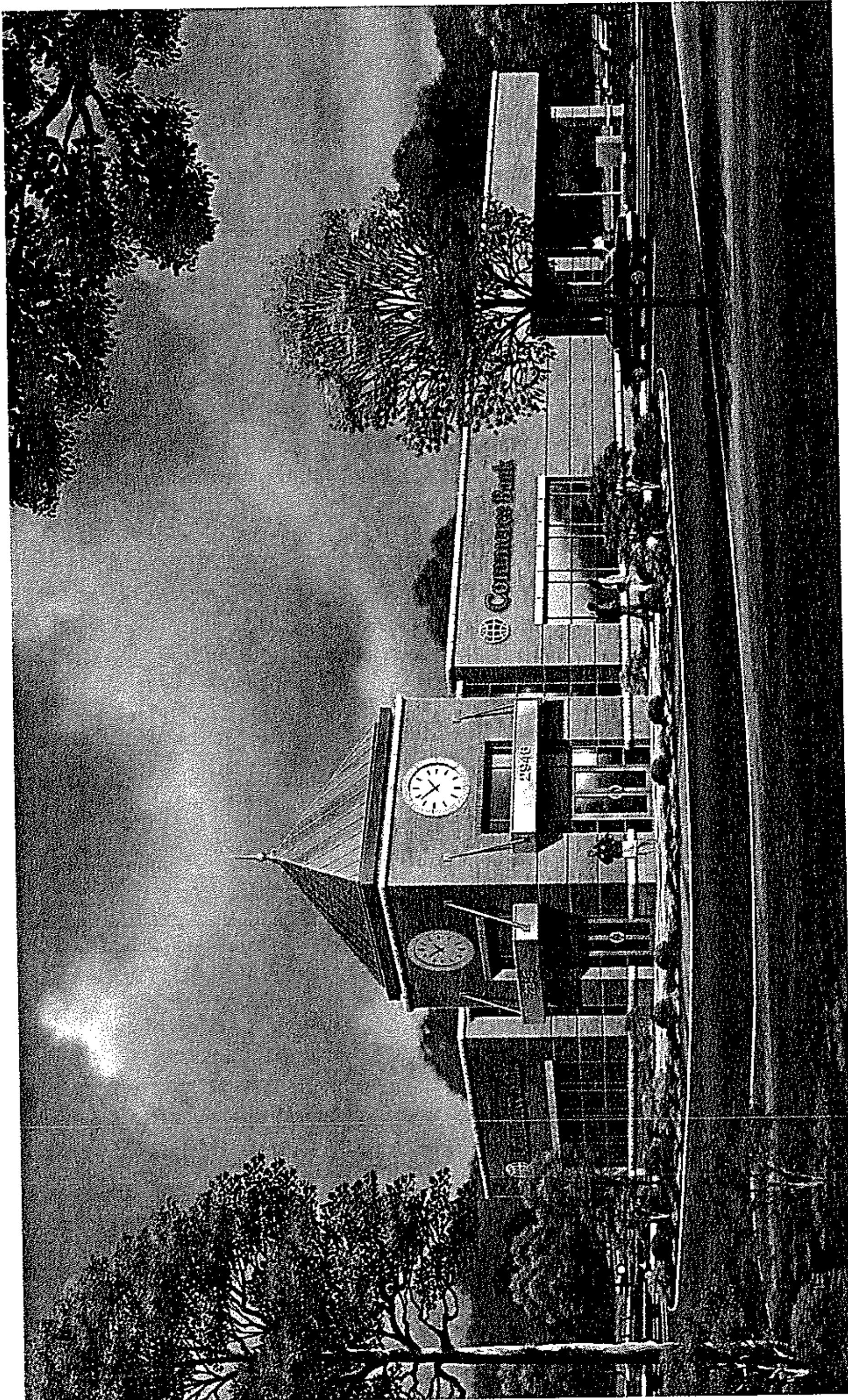


EXHIBIT D

Commerce Bank Prototype Branch Bank Building
(page 2 of 2)

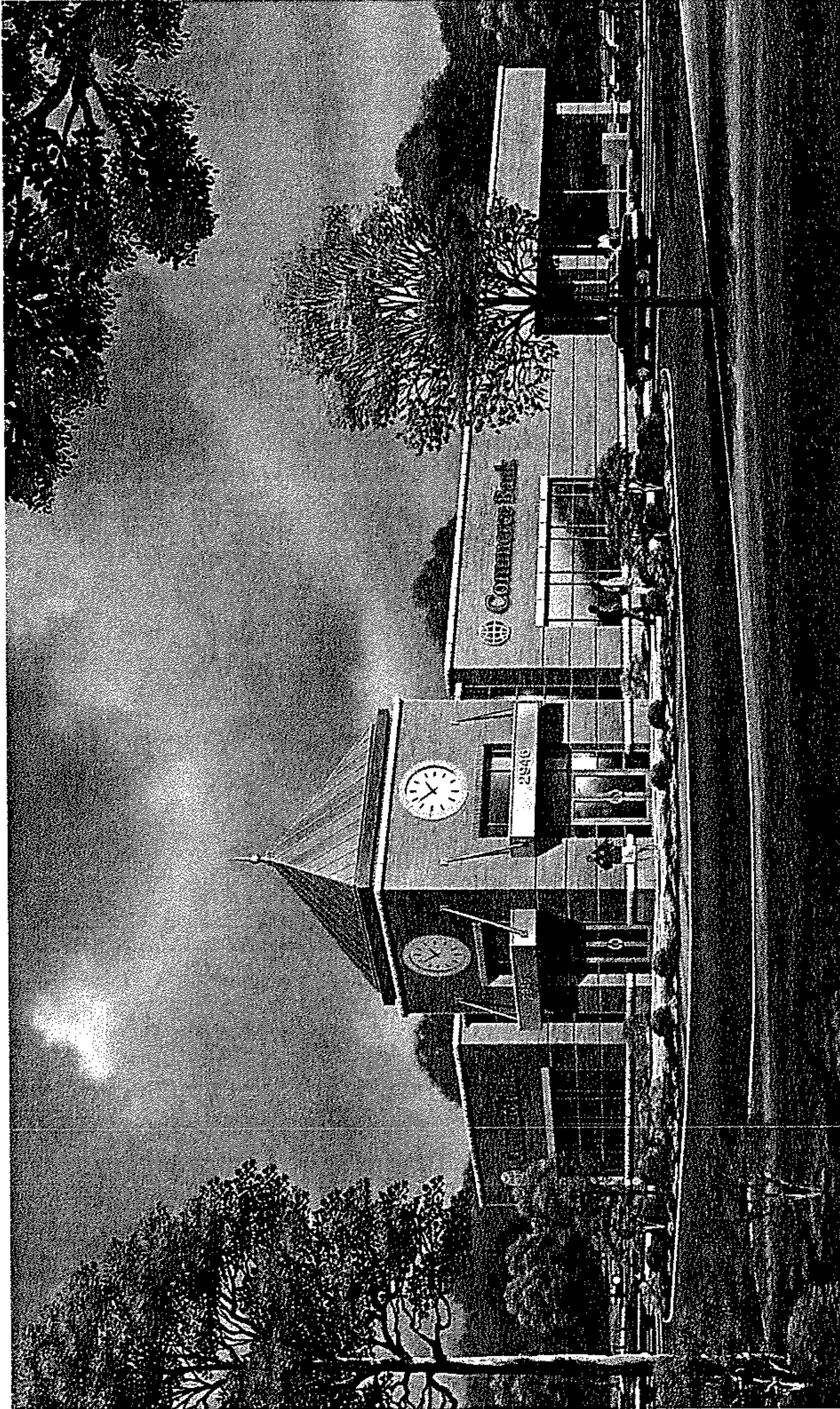
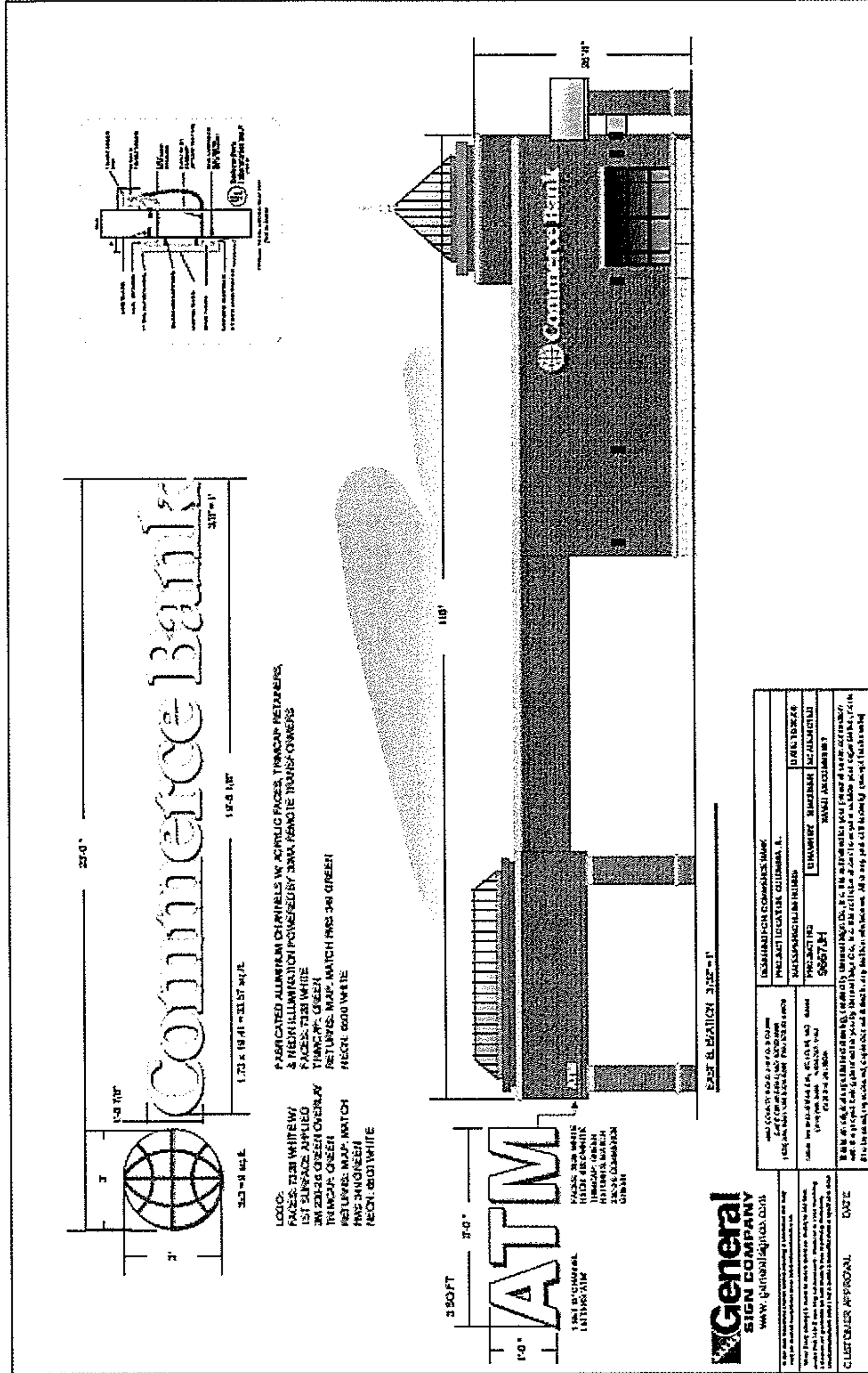
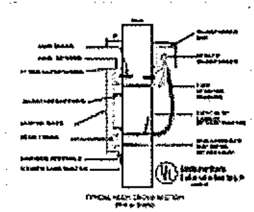
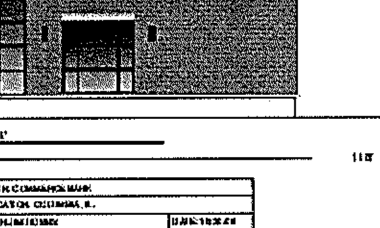


EXHIBIT E

Prototype Signage







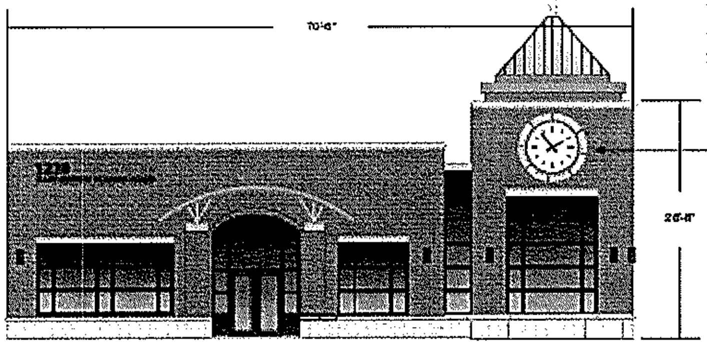
23'-0"
3'
1'-8 7/8"
Commerce Bank
3/8" = 1'
3x3 = 9 sq.ft.
1.73 x 19.41 = 33.57 sq.ft.
19'-5 1/8"
LOGO:
FACES: 7328 WHITE W/
1ST SURFACE APPLIED
3M 230-28 GREEN OVERLAY
TRIMCAP: GREEN
RETURNS: M.A.P. MATCH
PMS 349 GREEN
NEON: 6500 WHITE
FABRICATED ALUMINUM CHANNELS W/ ACRYLIC FACES, TRIMCAP RETAINERS,
& NEON ILLUMINATION POWERED BY 30MA REMOTE TRANSFORMERS
FACES: 7328 WHITE
TRIMCAP: GREEN
RETURNS: M.A.P. MATCH PMS 349 GREEN
NEON: 6500 WHITE
3'-0"
3 SQ FT
1'-0"
ATM
1 SET 12" CHANNEL
LETTERS "ATM"
FACES: 7328 WHITE
NEON: 6500 WHITE
TRIMCAP: GREEN
RETURNS: MATCH
230-28 COMMERCE
GREEN
INTERNALLY ILLUMINATED 6' DIA. CLOCK
CABINET: 12" DEEP .080 ALUMINUM RETURNS AND BACK
ACRYLIC POLYURETHANE FINISH, M.A.P. BLACK
FACES: PAN-FORMED DR ACRYLIC FACES W/ 1ST SURFACE
APPLIED 3M GRAPHICS- 220-12 BLACK
STANDARD HANDS W/ AMR-33-EXI CLOCK MOVEMENT
AM70-4 REMOTE MASTER RESET
DAYLIGHT FLUORESCENT LAMPS ON 12" CENTERS
2" RING
2" RETAINER
PANFACE
STANDARD HANDS
AMR-41 CLOCK MOVEMENT
DAYLIGHT FLUORESCENT LAMPS
OPEN BACK FOR SERVICE ACCESS
26'-8"
Commerce Bank
ATM
WEST ELEVATION 3/32" = 1'
118'
General
SIGN COMPANY
www.generalsignco.com
DESIGNED FOR: COMMERCE BANK
PROJECT LOCATION: COLUMBIA, IL
9567JH
CUSTOMER APPROVAL
DATE

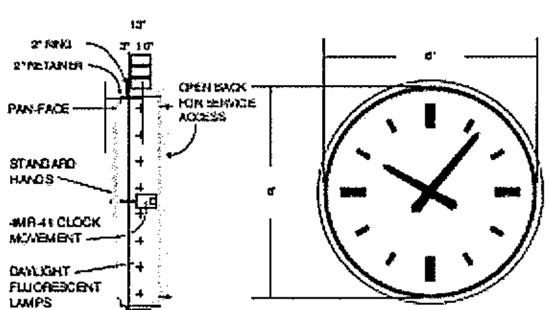
1'-3" **1220** 27.3 sq.ft.

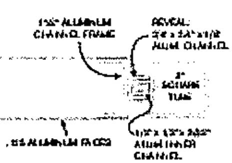
8" **EAST BROWN SCHOOL ROAD**

13'

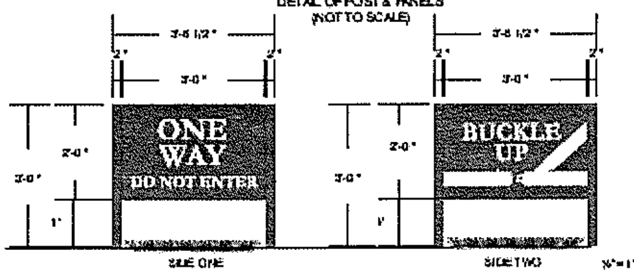
CAST ALUMINUM LETTERS
BLACK FINISH
STUD MOUNTED
GARAMOND FONT







DETAIL OF POST & PANELS (NOT TO SCALE)



(2) D/F NON-ILLUMINATED POST & PANEL SIGNS
FABRICATED ALUMINUM WITH .125" FACES & 2" SQUARE POSTS
ACRYLIC POLYURETHANE FINISH, MATCH 230-26 GREEN
SURFACE APPLIED 3M GRAPHICS, 220-10 WHITE

PROJECT NO. 5667JH-R1

CUSTOMER APPROVAL DATE

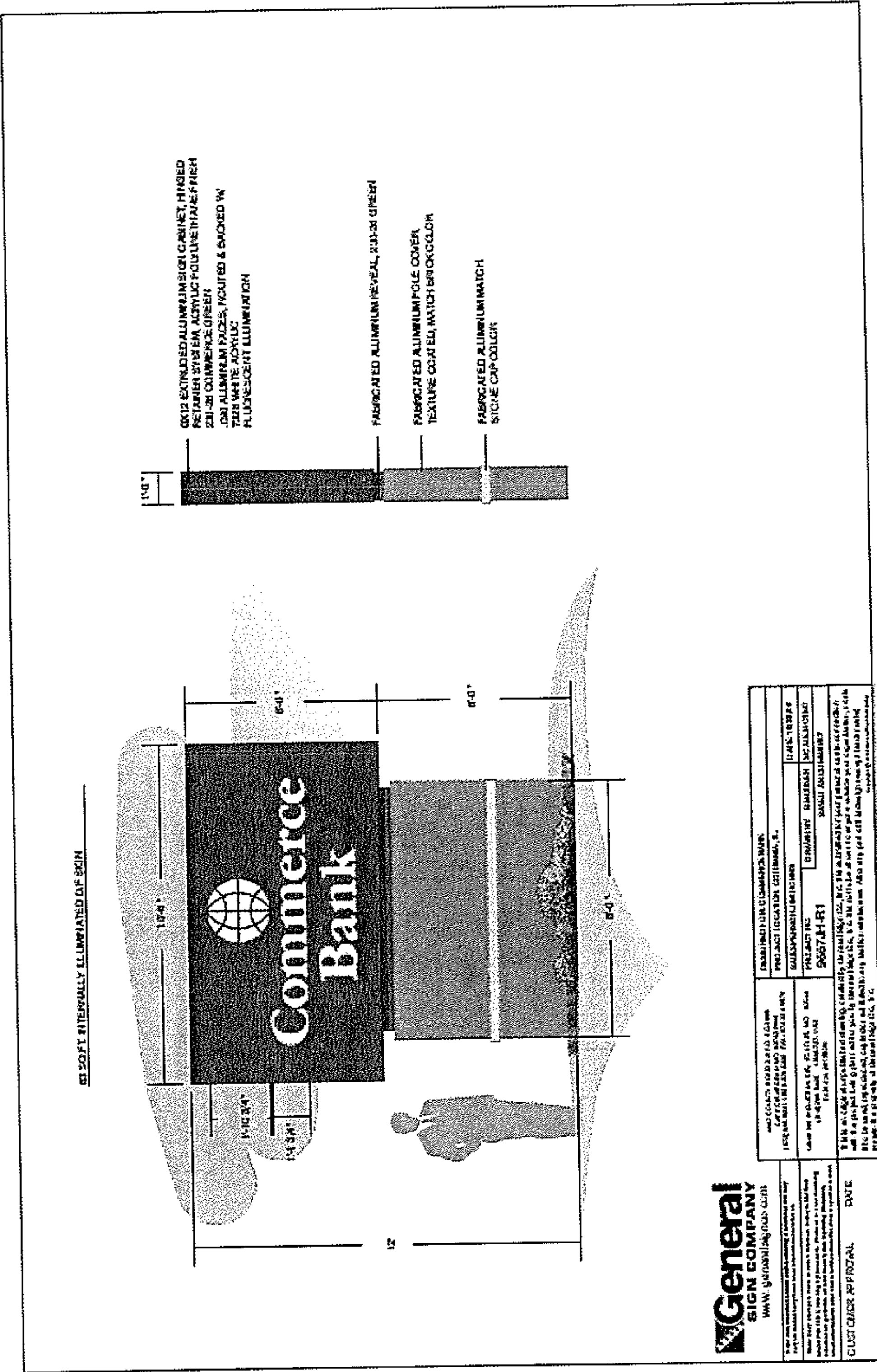

SQ.FT. INTERNALLY ILLUMINATED D/F SIGN
Commerce
Bank
0X12 EXTRUDED ALUMINUM SIGN CABINET, HINGED
RETAINER SYSTEM, ACRYLIC POLYURETHANE FINISH
230-28 COMMERCE GREEN
.090 ALUMINUM FACES, ROUTED & BACKED W/
7328 WHITE ACRYLIC
FLUORESCENT ILLUMINATION
FABRICATED ALUMINUM REVEAL, 230-28 GREEN
FABRICATED ALUMINUM POLE COVER,
TEXTURE COATED, MATCH BRICK COLOR
FABRICATED ALUMINUM MATCH
STONE CAP COLOR
General
SIGN COMPANY
CUSTOMER APPROVAL
DATE
9567JH-R1

EXHIBIT C

The following is a Statement of Intent signed in good faith by all parties in order to complete the infrastructure and development projects listed below concerning Highway WW and the proposed development by Mr. Billy Sapp and Property Development Inc.

Mr. Billy Sapp and Property Development Inc. have agreed to abide by the following requests made by the organization H.A.R.G., Harg Area for Responsible Growth, concerning Highway WW and the proposed development of 965 acres of land east of Columbia along Highway WW. The City of Columbia staff, Boone County Commissioners and Mr. Sapp have also agreed to work together to accomplish the needed infrastructure improvements to Hwy WW. Upon acceptance of this document, H.A.R.G. will no longer oppose this development or its annexation into the City of Columbia.

In the following document, Mr. Sapp and Property Development Inc. will be represented by the term Development Group; the City of Columbia by the term City; Boone County by the term County; Tract 1 represents the Vineyards development; Tract 2 represents the Hinshaw property; Tract 3 represents the golf course development; the CMT Traffic Study report reference was commissioned by the Development Group, city and County, May 2004.

I. TRAFFIC and ROAD SAFETY

I-A. Widen Hwy WW with shoulders from El Chaparral Avenue east to the eastern border of Tract 3 and, if possible, to Olivet Road (approximately 2 miles to Olivet Road). This is listed as an "initial off-site improvement" in the CMT Traffic Study that "would improve safety along the corridor, providing drivers additional comfort as volumes increase."

The Development Group, City and County officials have agreed to work jointly in order to construct shoulders along this stretch of Hwy WW under a separate agreement. This will be accomplished within 3 years of annexation of the Sapp properties into the City. MODOT engineers will determine the width and construction design materials for all shoulders along Hwy WW.

I-B. Construction of shoulders along Rolling Hills Road along the entire Tract 2, south of Hwy WW.

The CMT Traffic Study forecasted necessary upgrades to Rolling Hills Road south of Hwy WW to Route AC. The current annexation request does not include this area of Tract 2. When the Development Group does annex this property into the City, the Development Group will provide the necessary easements for future improvements to Rolling Hills Road. This is stated in the proposed Development Agreement, Section 2. a. (ix.).

The County had completed plans and designs for improvements to Rolling Hills Road south of Hwy WW. These plans had been put aside with no date for completion identified. The County will revisit the issue of improvements to Rolling Hills Road in light of the plans for this development.

I-C. **Incorporate construction of a sidewalk-pedway along Hwy WW to provide foot/bicycle transportation from the planned Tract 3 to El Chaparral for access to the school, church, and planned commercial developments.**

The Development Group will provide the necessary easements for future pedways and sidewalks that the city may choose to have installed along Hwy WW. The Development Group will place sidewalks within the 3 developments and a sidewalk-pedway easement along the frontage and eastern border of Tract 3 within that Tract. This is listed in the proposed Development Agreement, Section 2.a. (ix) and Section 3. a., b., c., d., and e.

I-D. **Construction of center turn lanes at all entrances to the development along Hwy WW.**

The Development Group has agreed to the Hwy WW improvements as identified by MODOT's review of the CMT traffic study and within the scope of this development. The attached letters from Mathew C. Myers, MODOT District Traffic Engineer, dated July 26, 2004, states the off-site improvements needed "to ensure Route WW operates as a minor arterial (2007)" are as follows:
- all entrances for the development will be at least 40-feet wide, which will allow an inbound, left, and right turn lanes except where turn restrictions will be needed
- Southfork development (Tract 1) – deceleration lane for eastbound Hwy WW into Southfork entrance #1 will need to be built with the entrance
- Hinshaw development (Tract 2) – right in, right out entrance in place of the full access at Hinshaw entrance #2 – with future annexation of rest of Tract 2
- Tiger Gold Club (Tract 3) – all deceleration lanes for the Rolling Hills Road/Hwy WW intersection will need to be constructed, which includes the eastbound right turn lane; a left turn lane for westbound traffic at Rolling Hills Road; a center turn lane through the last two entrances on Hwy WW should be constructed in accordance with MODOT's Access Management Guidelines. This is listed in Section 2. a. and Exhibit C of the proposed Development Agreement.

I-E. **Construction of off-site improvements to include the installation of traffic/pedestrian-activated traffic signals and appropriate turn lanes at the following intersections with Hwy WW: Daniel Boone and Rolling Hills Road.**

The Development Group will pay for and put into place the traffic light and appropriate turn lanes at Daniel Boone and Rolling Hills Road as required by MODOT. The light and turn lanes at Daniel Boone will be put into place first, 6 months to 1 year from date of annexation into the City. The Rolling Hills Road light and intersection improvements will come about as construction proceeds on

Tract 2 and 3. This is listed in the proposed Development Agreement, Exhibit C and Section 2. a. (iv) and (viii).

The CMT Traffic Study listed the intersection at Hwy WW and El Chaparral Avenue as currently not meeting state standards. The study recommends a signal at the intersection of Hwy WW and El Chaparral Avenue in 2007. Additional geometric improvements for 2007 to this intersection include an eastbound right turn bay and a westbound left turn bay. This signalization will be addressed in the traffic infrastructure agreement between the Development Group, the City and the County. ?

I-F. **Extension of Rolling Hills Road northward constructed completely upon land currently contained within Tract 3.**

Sufficient land shall be set aside for the purpose of this road construction solely from within Tract 3, in accordance with the General Design Criteria issued by the City in 2004 for a Major Arterial Road, either Option 'A' or 'B'. This represents a 106' to 110' wide right of way, and will include allowances for proper grading and construction to ensure no construction activities affect property owners west of Tract 3.

The Development Group will not remove any trees that are not on their property. Road excavation may impact some of the root systems of trees outside of Tract 3. The Development Group will attempt not to disturb any more vegetation than is necessary. The Development Group feels that in most cases the road profile will result in the roadway being lower than the homes and backyards of Cedar Grove.

This is listed in the proposed development agreement, Section 2. a. (iv).

I-G. **Include the appropriate set-backs of all buildings, utilities, and right of ways along Hwy WW for a future four lane highway as described in the Metro 2020 and CATSO 2025 Plans.**

The Development Group will provide the appropriate set-backs per MODOT standards to accommodate the eventual renovation of Hwy WW. This is listed in the proposed development agreement, Section 2. a. (ix).

I-H. **Completion date of road improvements should coincide with MODOT requirements and as construction mandates for safe travel upon Hwy WW and into/out of the developments.**

II. DENSITY

II-A. PUD-12 apartment complex on Tract 1-A is not in keeping with adjoining single-family neighborhood of El Chaparral and Concord Estates.

There will not be apartment complexes on Tract 1-A and 3-H. The Development Group has stated that these will be individual owned condominiums. This is stated in the proposed Development Agreement, Statement of Intent for the PUD areas 1-A and 3-H. The Development Group does not intent to allow residential units for rental purposes. There is a buffer of green space that will separate the residents of El Chaparral from the condominiums.

II-B. Review density in regard to storm water runoff concerns.

See Environment Issues below.

II-C. Legally limit density to prevent future owners of sub-tracts or parcels from requesting re-zoning to more dense housing configurations.

The Development Group will not change their requested R1 zoning to PUD zoning. They will legally limit the number of overall units within all three Tracts to no more than 2 units per acre. This is listed in the proposed Development Agreement, Section 4 and 9.

III. QUALITY

III-A. Quality of housing developments

The Development Group will have architectural standards and restrictions which will define the housing units in each of the Tracts. The architectural standards will be listed with the Planning and Zoning Commission during the platting process and in the Declaration of Restrictions and Covenants on all residentially zoned land. This is listed in the Development Agreement, Section 10.
The Development Group will give the city 18 acres of land on Tract 1 for the purpose of a park, Section 3.f. The Development Group has stated they will place a clubhouse and pool on Tract 2 and a health club and pool in one of the commercial areas of Tract 3. This is listed in the Development Agreement, Section 11.

III-B. Quality of Commercial developments

Commercial Uses. The Development Group presented a list of 34 commercial uses to be excluded from this project in a previous presentation to the City Council. The Development Group has agreed to also include the following in their list of exclusions in the proposed Development Agreement as Exhibit D: buildings for public utilities and public service corporations; retail stores exceeding 50,000 sq. ft., i.e. "Big Box Stores"; motels/hotels; tree trimming and removal services; testing laboratories; race tracks; fairgrounds; outdoor stage and

concert facilities. The Development Group did state that they may wish to allow a small communication antenna or tower. Commercial baseball or other athletic fields was left as a possibility so that youth soccer and/or baseball fields could be built for the neighborhoods but no large commercial fields will be built.

Architectural standards are needed for commercial buildings; zoning alone is insufficient protection of the existing neighborhood, especially if the ground is sold to other builders.

The Development Group will have architectural standards for the commercial areas. The standards will probably be of the concrete tilt-up or masonry structures. These standards will be listed during the review process by the City Planning and Zoning Commission for the CP zoning. This is listed in the Development Agreement in Section 10.

Lighting. There is considerable local concern about the off-site effects of lighting on surrounding neighborhoods. Controls are needed over the quantity and design of lighting on the surrounding area.

The Development Group will control the off-site impact of lighting. The Development Group listed the following controls during the zoning approval by the City Planning and Zoning Commission: lighting of parking areas serving commercial buildings will be of the type, design and height so as to direct light downward and minimize light pollution to surrounding areas; any lighting fixtures on commercial buildings will be of a design and type shielded to prevent direction at public roads and neighboring properties; any golf practice range will be unlighted. These controls are on public record, will be incorporated into the CP review process, and are listed in the Development Agreement, Section 12.

IV. ENVIRONMENTAL CONCERNS

IV-A. Storm water runoff

The Development Group will obtain the necessary 401 and 404 permits through a nationwide permitting process for Tracts 1 and 2. Green space will surround Grindstone Creek to provide protection from the development during and after construction. The Development Group will follow BMPs and Low Impact Development techniques to minimize storm water runoff and their environmental impacts.

Water from the golf course will be kept on the golf course through the use of retention areas that will also be used for irrigation. The golf course itself will serve as a green space buffer around the creek. The many lakes already present and planned will also be used for irrigation.

The above is listed in the Development Agreement, Section 3. g. and Section 5.

IV-B. Water quality of Grindstone Creek

See IV-A, IV-C and IV-D.

IV-C. Green space & golf course development

The Development Group states that the average green space for all three Tracts will be 30% (40%, 25% and 30%), Development Agreement, Section 3, g. The full development is legally limited in the Development Agreement, Section 4, to no more than 2 residential units per acre. The Development Group has every intention of the golf course remaining as a golf course. Should it fail in the future as a golf course, Tract 3 would still contain 30% green space in some form whether as the 209 acres of the golf course or split up in some manner. A 10 foot easement across the front of Tract 3 to the eastern property line and north along the property line to the South Fork of the Grindstone Creek will be provided for a walking/hiking trail. This is listed in the Development Agreement, Section 3, a.

IV-D. Land disturbance

The Development Group will abide by the City of Columbia's Land Disturbance Act and Tree Ordinance. On Tracts 1 and 2, the Development Group agrees to keep trees and buffers of 100 feet on either side of Grindstone creek to preserve the riparian corridor, as recommended by the U.S. Forest Service in stream management plans. The Development Group will not build within the 100 foot buffer area around Grindstone Creek. There is the possibility that the sewer line and trail may come within 100 feet of Grindstone Creek. This is listed in the Development Agreement, Section 3, g and Section 5, a.

In response to Staff concerns, Applicants are agreeable to limitation of the Permitted and Conditional Uses for C-3 Zoning Districts requested in Tracts 3-C, 3-E and 3-F for which CP Zoning has been requested, by excluding the following uses:

1. Print Shops
2. Repair of household appliances
3. Schools operated as a business
4. Process laboratories
5. Research laboratories
6. Self service storage facilities
7. Trade schools
8. Armories
9. Bus stations
10. Electrical repair shops
11. Garment storage facilities
12. Commercial laundries
13. Lumberyards
14. Newspaper publishing plants
15. Shops for custom work or manufacture for sale at retail on the premises
16. Sign painting
17. Theaters
18. Halfway houses
19. Commercial parking
20. Farm machinery sales and service
21. Motor vehicle and trailer sales or service
22. Rental services
23. Drive-In theaters
24. Live adult entertainment businesses
25. Machine shops
26. Amusement parks
27. Commercial picnic grounds
28. Commercial stables
29. Gun clubs, skeet and target ranges
30. Travel trailer parks
31. Warehousing and distribution facilities
32. Pornography shops
33. Plumbing, heating, air conditioning and electrical businesses
34. Travel trailer parks

Additional uses for exclusion:

- Buildings for public utilities and public service corporations
- Retail stores exceeding 50,000 sq. ft., i.e. "Big Box Stores"
- Motels/hotels
- Tree trimming and removal services
- Testing laboratories
- Commercial baseball or other athletic fields
- Race Tracks.
- Fairgrounds
- Outdoor stage and concert facilities (Limit size: gazebo in the park vs. UMB Pavilion)
- Communication antennas and towers

The document listed on the proceeding 7 pages has been accepted by the following parties on this the 29th day of June in the year 2005:

Property Development Inc.

Property Development Inc.

Renée E. Richmond H.A.R.G.

H.A.R.G. representative

Shirley Pierce H.A.R.G.

H.A.R.G. representative