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Title of Document: Declaration of Covenants, Conditions, Restrictions and Easements

Date of Document: JULY 1, 2024

Grantor/Grantee: WSO Partners LLC, a Missouri limited liability company

Address: P.O. Box 299
Liberty, MO 64069

Legal Description: See Exhibit A attached hereto

Reference Document: Instrument No. 2007E0074477
Instrument No. 2023E0053538
Instrument No. 2023E0068537

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**Declaration of
Covenants, Conditions, Restrictions and Easements of**

This Declaration of Covenants, Conditions, Restrictions and Easements (this “Declaration”) is made and executed as of JULY 1, 2024, by **WSO Partners LLC**, a Missouri limited liability company (herein, the “Developer”, “Grantor” and “Grantee” whose mailing address is P.O. Box 299, Liberty, MO 64069), with respect to the facts and objectives set forth in the Recitals below which are a material part of this Declaration.

Recitals

1. Developer is the current owner of that certain land located in Jackson County, Missouri, legally described on **Exhibit A** attached hereto (collectively, the “Property” or the “Center”).
2. Developer may now or in the future convey one or more Lots (as hereinafter defined) within the Center to third parties, and desires to declare, create, and establish certain covenants, conditions, restrictions on the use and development of the Lots, as more particularly set forth herein.

Now Therefore, in consideration of the premises, the Developer hereby declares that the Property, constituting all of the real property legally described as shown on **Exhibit A** attached hereto, shall be acquired, improved, held, used, leased, sold and/or conveyed upon and subject to the following covenants, conditions, restrictions and easements which are for the purpose of protecting the value and desirability of the Property/Center and which shall run with the land and be binding upon the Developer and the heirs, personal representatives, successors, transferees and assigns of the Developer and any person or entity at any time having any right, title or interest in all or any part of the Property or any of the Lots, Tracts, Sites or other parts of the Center.

**Article 1
Certain Definitions**

Definitions of Certain Words and Terms . When used in this Declaration or any Supplemental Declaration, the following words or terms shall, except where the context otherwise requires, have the meanings set forth below:

1. “Building” shall mean any Structure which (i) is permanently affixed to the land, (ii) has one or more floors and a roof, and (iii) is bounded by either an open area or the lot lines of a Lot or a Site. A Building shall not include such Structures as fences or Structures with interior surfaces not normally accessible for human use, such as tanks or similar Structures.
2. “Center” shall mean the property described on **Exhibit A**, whether or not yet platted, and as may be expanded or reduced as provided below.
3. “City” shall mean the City of Lee’s Summit, Missouri.
4. “Code” shall mean the general code of ordinances of the City, as amended from time to time.

5. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may hereafter be supplemented and amended.
6. "Developer" shall mean WSO Partners LLC, a Missouri limited liability company ("WSO"), so long as WSO is the owner of any real property within the Center, or if WSO is no longer the owner of any real property within the Center, a Successor Developer so designated by WSO as evidenced by an assignment or deed of record in the Office of the Recorder of Deeds for Jackson County, Missouri, designating such person or entity as a Successor Developer, or if WSO is no longer the owner of any real property within the Center and no Successor Developer has been designated, the Owner of Lot 10D.
7. "Improvements" shall mean all Buildings, Structures and Signs, which are permitted under this Declaration including, but not limited to, landscaping and lawns, parking areas, drives, truck loading areas, fences and Utilities Facilities.
8. "Lot" shall mean a plot, parcel or tract of land subject to this Declaration and designated as a "Lot" on a recorded Plat of the Center, or any part thereof, together with all appurtenances and Improvements. As currently planned, the Center consists of three Lots – Lot 10D, Lot 10E, and Lot 10F, as shown on the Site Plan.
9. "Maximum Height" shall mean, with respect to a Building, the vertical distance from the Reference Level to the highest point of the roof surface including parapet walls, roof mounted mechanical equipment, permitted Signs or other projections of any kind.
10. "Mortgage" shall mean any mortgage, deed of trust, contract for deed or other security document pledging or conveying in trust any Lot or Site or interest therein as security for payment of a debt or obligation.
11. "Mortgagee" shall mean any person named as a mortgagee or beneficiary in any Mortgage or any successor to the interest of such person under such Mortgage.
12. "No Build Area" shall mean the area of the Center as generally depicted on **Exhibit C** attached hereto in which Buildings and Structures are prohibited except as expressly provided for herein.
13. "Owner" or "Record Owner" shall mean the owner at the time of any part of the Property as shown on the records of the Recorder of Deeds of Jackson County, Missouri, as of the date of any action to be taken by such Owner under the provisions of this Declaration, and shall also mean and include any person designated in writing, whether in a lease or otherwise, by any such Owner to act in the manner provided herein with complete authority and in the place of such Owner in the matter for which action is taken. The terms "Owner" and "Record Owner" shall not include: (i) the City or any other governmental entity, political subdivision or utility company having only rights-of-way, easement or license rights affecting a part of the Property; or (ii) a purchaser under a purchase contract, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties thereto pending the closing of the transaction which is the subject matter thereof.

14. "Percentage Share" shall mean a fraction, the numerator of which is the square footage of the Lot or Site of the applicable Owner, and the denominator of which is the aggregate square footage of all of the real property that comprises the Center.
15. "Person" shall mean an individual, corporation, trust, business trust, partnership, limited liability company, or unincorporated organization, and shall, unless the context otherwise indicates, include each Owner and the Developer.
16. "Plat" shall mean that certain Minor Plat of Summit Fair, Lots 10A-10C recorded in Jackson County Missouri as Instrument Number 2023E0001734, any subsequent Plat which subdivides or re-subdivides all or any portion of the Property/Center and includes any Lot split or major or minor subdivision of a Lot.
17. "Property" shall mean the real property described in **Exhibit A** attached hereto as it may be expanded or reduced pursuant hereto.
18. "Protected Drive Aisle" shall mean the common access drive approach to be constructed for the Center as generally depicted on **Exhibit C** attached hereto.
19. "Reference Level" shall mean the level of the finished grade of the ground across the front of the Building with respect to which such Reference Level refers.
20. "Restrictions" shall mean the covenants, conditions, restrictions, standards, requirements and easements upon and subject to which the Property/Center, or any Lot, Tract, Site or other part thereof, shall be acquired, improved, held, leased, used, sold and/or conveyed, all as set forth in this Declaration.
21. "Setbacks" shall mean the area(s) of a Lot or Site within which the construction of Buildings and Structures is prohibited by this Declaration and which may be referred to, by appropriate reference to the Lot or Site, as "front", "side" or "rear" Setbacks.
22. "Sign" shall mean: any writing (including letter, word, or numeral); pictorial representation (including illustration or declaration); emblem (including device, symbol or trademark); flag (including banner or pennant); or any other figure of similar character which (i) is a Structure or any part thereof, or is attached to, painted on or in any other manner represented on a Building or other Structure, (ii) is used to announce, direct attention to, or advertise, and (iii) is visible from outside a Building. A Sign shall include writing, representation, or figures of similar character within a Building only when regularly visible from outside the Building. The following shall not be deemed to be a Sign within the meaning as hereinabove set forth; (i) regulatory signs of a duly constituted governmental body, including traffic signs or devices, legal notices or warnings; or (ii) small signs displayed for the direction or convenience of the public, including signs which identify restrooms, freight entrances or the like, but these shall also be subject to the approval of the Developer. All Signs must be approved in advance and meet the "Signage Standards" described below.
23. "Site" shall mean any entire contiguous area of land, in the same ownership or tenancy, used for and/or held and planned for the construction thereon of one or more Buildings or Structures, with related accessory Improvements, as a facility to serve a commercial or retail business or

enterprise within the Center, whether or not it is co-extensive with the boundaries of any recorded Lot or Lots.

24. "Street" shall mean any roadway, street, drive, alley or other right-of-way designated for vehicular traffic shown on any Plat of any part of the Property or the Center.
25. "Structure" shall mean any physical object temporarily or permanently affixed to the land, except grass, shrubbery, trees or other landscaping.
26. "Subsidiary" shall mean any corporation at least a majority of the outstanding voting stock of which shall at the time be owned by an Owner, or by one or more Subsidiaries, or by an Owner and one or more Subsidiaries.
27. "Successor Developer" means any person or entity to whom the Developer assigns or transfers all, or any part, of its rights, obligations or interests as the developer of the Property, or parts thereof, as evidenced by an assignment or deed of record in the Office of the Recorder of Deeds for Jackson County, Missouri, designating such person or entity as a Successor Developer.
28. "Supplemental Declaration" shall mean an instrument which clarifies, amends, modifies, alters, changes or waives any provision in or of this Declaration or otherwise pertains to this Declaration.
29. "Tract" shall mean a plot, parcel or tract of land subject to this Declaration including any designated as a "Tract" on any recorded Plat (even if part of a Lot), together with all appurtenances and Improvements. The term shall also include any tract further designated on any recorded Plat or by separate recorded instrument as designed for or limited to sign monumentation for identification of the Center or its occupants or for identification or for directions to or areas on businesses within the Center.
30. "Turnover Date" means the earlier of: (i) the date as of which WSO or any Successor Developer designated by WSO owns no Lots or Sites in the Center; or (ii) the date the Developer, in its sole and absolute discretion, selects as the Turnover Date for the Property then covered by and subject to this Declaration and it records an instrument of Supplemental Declaration so stating; or (iii) December 31, 2074.
31. "Unavoidable Delays" shall mean strikes, lockouts, acts of God, casualty, boycotts, governmental restrictions, war, national emergency, inability to obtain labor or materials or other cause beyond the reasonable control of the Record Owner or the Person claiming under such Record Owners; provided, however, lack of funds or financing shall not be deemed an Unavoidable Delay.
32. "Unplatted Land" means that portion of the Property or the Expansion Property which has not been subdivided pursuant to a recorded Plat.
33. "Zoning Code" shall mean the zoning and subdivision ordinances and regulations of the City, as amended from time to time.

Article 2

General Purposes of Restrictions

Purposes of Restrictions. The Property/Center is hereby subjected to the Restrictions for the following purposes:

1. To insure proper use and appropriate development, redevelopment and improvement of the Property; to protect the Developer and the Owners of the properties in the Center from improper use, development or redevelopment of the Property and to prevent depreciation of the value of their properties.
2. To encourage development in a manner which is free from danger of fire, explosion and toxic or other hazards, and from offensive or unnecessary noise, vibration, smoke, dust and odors.
3. To protect the Property against congestion by limiting the size and location of Buildings and Structures in relation to the land around them and to one another, and providing for off-street parking and loading facilities.
4. To conserve the value of Lots, Sites and Buildings of Owners in the Property/Center.
5. To protect against construction of Improvements on Lots or Sites which are of poor design or quality and to encourage construction of Improvements utilizing good quality and attractive materials and good architectural and planning standards, compatible with other Improvements in the Property/Center.
6. To facilitate compliance with all applicable federal, state and local laws and regulations.

Article 3

Review and Approval of Plans for Improvements

1. **Submission of Plans for Approval.** Prior to the Turnover Date, no Building, Structure or other Improvement including, but without limitation, any Signs, paved areas or fences, shall be erected, placed or altered on any Lot or Site in the Property/Center until the plans and specifications therefor (including the information described in Section 5 below), a plot plan showing the location thereof on the particular Lot or Site, and a landscaping plan (collectively, the "Plans and Specifications") shall have been submitted to and approved in writing by the Developer, which approval shall be given or withheld in the sole discretion of the Developer. In reviewing such Plans and Specifications the Developer shall give consideration to conformity and harmony of exterior design with Buildings, Structures and other Improvements in the Center, and to the location of existing Buildings, Structures and other Improvements on the Lot or Site, giving due regard to the anticipated use thereof, as the same may affect adjoining Buildings, uses and operations, and as to location of such proposed Buildings, Structures and Improvements with respect to topography, grade and finished ground elevation. The Developer shall provide written notice to the Owner of approval or disapproval of any Plans and Specifications within fifteen (15) days after submittal, and any notice of disapproval shall specify the detailed reasons for the such disapproval. In the event the Developer has failed to provide written notice of approval or disapproval within such fifteen (15) day period, the applicant may provide a second written notice to the Developer including a bold statement on

the front of the notice stating "FAILURE TO RESPOND TO THIS NOTICE WITHIN FIVE (5) BUSINESS DAYS WILL RESULT IN DEEMED APPROVAL.", and in the event the Developer has still failed to provide written notice of approval or disapproval within such additional five (5) business day period, the Plans and Specifications shall be deemed approved as submitted.

2. **No Developer Liability.** Neither the Developer, the City, nor any officer, director, shareholder, member, employee or agent of the Developer shall be liable to any Owner or tenant or to anyone else submitting plans for approval, or for any other action in connection with its or their duties hereunder. Likewise, anyone so submitting plans to the Developer for approval, by submitting such plans, and any Person when he, she or it becomes an Owner or tenant, agrees that he, she or it will not bring any action or suit to recover any damages against the Developer or any officer, director, shareholder, member, employee or agent of any of them, arising or in any way connected with this Declaration or the approval or failure to approve any plans submitted by anyone.
3. **No Changes Without Subsequent Approval.** After approval of such Plans and Specifications (including plot and landscape plans) by the Developer but prior to the Turnover Date, no deviation shall be made during construction or thereafter which would materially change the scope of the Improvements, and no changes in exterior quality or appearance of the Improvements shall be made without the prior written approval of the Developer.
4. **Information to be Submitted.** The Plans and Specifications to be submitted to the Developer shall include, to the extent applicable:
 - A. Architectural plans for the proposed Building or Buildings or other Structures, which shall include, but not be limited to, floor plans, elevations, sections, outline specifications designating materials and mechanical, electrical and structural systems, and samples of external colors, unless waived by the Developer.
 - B. A site plan showing all proposed Improvements, including the location and design of Buildings, Structures, driveways, driveway intersections with streets, parking areas, loading areas, maneuvering areas and sidewalks.
 - C. A grading plan and landscape plan, including screen walls, berms, fences and street trees for analysis of adequacy of visual screening, erosion control, drainage and landscape architectural design, together with a plan of or for an automatic underground sprinkler system.
 - D. A site plan showing utilities and utility easements.
 - E. Plans for all Signs to be erected, including details of materials, location, design, size, color and lighting which must comply with this Declaration and with the Code and Zoning Code of the City, as they may be amended. Internally illuminated box signs are not permitted.
 - F. Plans showing lighting and illumination of all Buildings and Structures, as well as parking and loading areas.

- G. A description of proposed operations in sufficient detail to permit judgment (i) of the extent of any noise, odor, glare, vibration, smoke, dust, gases, hazard, radiation, radioactivity or liquid or other wastes that may be created; and (ii) as to whether or not the proposed operations includes only uses permitted under the terms of the City's Zoning Code and this Declaration and any other applicable laws and governmental regulations.
- H. Traffic studies measuring the impact of the proposed development on the Center and surrounding Streets.
- I. Any other information as may be reasonably requested by the Developer in order to insure compliance with this Declaration.
5. **Variances and Waivers.** Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the absolute right in its sole judgment and discretion at any time to approve a material variance from conformance to, a waiver of compliance with, a modification to or alteration of any of this Declaration. After the Turnover Date, the Developer's rights hereunder shall lapse whereupon the consent of those Owners then owning a majority of the square foot land area comprising the Property shall be required to approve any variance from conformance to, a waiver of compliance with, a modification to or alteration of any of this Declaration. No Owner shall have any liability under this Declaration to Developer, any other Owner or any other party with regard to any violation of this Declaration provided that such Owner acted in accordance with a variance of such obligation granted by Developer in writing.
6. **No Withdrawal of Prior Approvals.** Once the Developer has approved Plans and Specifications for a Building, Structure or Improvement, and such Building, Structure or Improvement has been constructed in conformity with such approved Plans and Specifications, the approval shall not be withdrawn and such Building, Structure or Improvement shall thereafter be deemed to be in compliance with this Declaration as then in effect or thereafter amended.
7. **Approval Not Deemed Compliance with Laws.** In no event shall the review and approval by the Developer of any Plans and Specifications, or any information submitted in connection therewith, be deemed or construed to be a determination that such Plans and Specifications are in compliance with the Code, Zoning Code or any other laws, regulations or ordinances, or any of them, nor shall such review and approval relieve the parties submitting such Plans and Specifications from any liability or responsibility in connection with such compliance. Notwithstanding anything set forth herein to the contrary, no provision contained in this Declaration shall in any manner diminish or usurp the inherent rights and powers of the City to act in its capacity as a public body including, without limitation, the City's right to approve plans, zoning and uses of the Property.

Article 4

Minimum Building and Setback Lines, Maximum Area and Height

1. **Building Lines and Setbacks.** Except as may otherwise be permitted by any Plat of the Center, no Building or other Structure, including overhangs and other projections, shall at any time be erected on a Lot or Site in the Center nearer than ten (10) feet to the right-of-way line

of Streets adjoining the Lot or Site, as applicable, nor within ten (10) feet of any side line nor within ten (10) feet of any rear line. No parking lot shall at any time be constructed any nearer than ten (10) feet of any front street or rear street right-of-way line. Each of the foregoing is designated as a "Building Line".

2. **Maximum Area for Buildings.** The maximum area of a Lot or Site which may be covered by a Building or Buildings shall not exceed: (a) twenty percent (20%) of the Lot or Site area or (b) such larger area as is otherwise approved by the Developer in connection with plan review.
3. **Incidental Structures.** Incidental Structures, such as flagpoles, light standards, Sign standards, meter pits, utility lines, fire hose houses, and similar accessory structures, may be permitted between property lines and Building Lines with the prior written approval of the Developer and the City.
4. **Use of Areas Between Building and Property Lines.** Notwithstanding the foregoing, the area between property lines and Building Lines shall be used only for landscaped areas, lawns, driveways, sidewalks, parking areas, utilities installations and/or storm water drainage in accordance with other provisions of this Declaration or any Plat.

Article 5

Parking and Loading

1. **Parking Requirements.** No parking of automobiles, trucks, trailers, or other vehicles will be permitted on any public or private Streets in the Center, and, even though Lot Owners may share parking commonly in some portions of the Center, it will be the responsibility of each Owner to initially construct parking and loading facilities on his, her or its Lot or Site as required by the City's Code or Zoning Code, but in no event (unless a variance is secured as hereinabove provided) less than:
 - A. Three and one-half (3.5) parking spaces per one thousand (1,000) square feet of net useable floor area devoted to office, administrative or similar purposes;
 - B. Four (4) parking spaces per one thousand (1,000) square feet of net useable floor area devoted to retail or commercial purposes;
 - C. In-line retail stores – five (5) spaces per one thousand (1,000) square feet of net useable floor area;
 - D. Restaurants, cafeterias, private bars, taverns and other drinking establishments – eight (8) spaces per one thousand (1,000) feet of net useable floor area;
 - E. Furniture and appliance stores – one (1) space per two thousand (2,000) square feet of net useable floor area;
 - F. Banks and other financial institutions – one (1) space for each one hundred fifty (150) square feet of net useable floor area;

- G. Convenience stores – one (1) space per one hundred fifty (150) square feet of net useable floor area;
- H. Hotels and motels- one (1) space per room; and
- I. Off street parking shall be provided in accordance with the various Building uses and the City's Code and Zoning Code. All parking shall comply with the American with Disabilities Act (the "ADA").
2. **Loading and Service Areas Requirements.** No loading dock, loading door used for the receipt or shipment of goods or materials or related service entryways shall be erected in the front yards of Lots or Sites facing Streets without the written permission of the Developer based upon the location of the Building on the Lot or Site, the proposed screening and other aesthetic criteria. The Developer's decision shall be final. Any loading docks, loading doors or service entryways so permitted shall be constructed so that any exposed sides of a loading space so created shall be appropriately and effectively screened by landscaping or otherwise and to the extent considered reasonable by the Developer. The front of the loading area so created shall be screened by landscaping, fencing, masonry walls or berms so as to minimize the view thereof from the public streets and adjacent Lots or Sites as determined by the Developer. Loading docks, doors and related service entryways in side or rear yards shall be permitted but shall be landscaped, fenced or bermed so as to screen those areas from view from Lots or Sites along either side and behind.
3. **Paving Requirements for Certain Areas.** All portions of any Lot or Site used for driveways, parking areas and loading areas shall be paved with either concrete or asphalt, except that concrete with a minimum thickness of six inches (6") must be used in dock loading or trash compactor or trash collection areas, and shall be kept in a good condition and state of repair. Such parking material shall be uniform throughout or be uniform for each functional use. If asphalt is used in parking areas, it must be at least six inches (6") thick unless asphalt is placed on a substrate of six inches (6") of compacted crushed stone, in which event, asphalt must be at least three and one-half inches (3.5") thick. That portion of any driveway on a Lot or Site which is part of a private circulation roadway shall be paved with asphalt with a minimum thickness of eight inches (8") unless asphalt is placed on a substrate of six inches (6") of compacted crushed stone, in which event, asphalt must be at least five inches (5") thick.

Article 6

Building Materials and Design, Building Lighting and Utilities

1. **Exterior Building Materials.** All walls or facades of Buildings shall be finished only with face brick, simulated or natural field stone, cement masonry units, insulated glass, concrete panels finished with a permanent and attractive surface, exterior insulation and finish systems or such other materials approved by the Developer from time to time. Prior to the Turnover Date, no changes to exterior finish shall be made without the prior approval of the Developer.
2. **Exterior Building Lighting.** All exterior Building or security lighting shall be downward casting so as to not present a hazard or nuisance to adjacent Lots or Sites. Such lights shall

reflect away from public Streets. All Buildings shall have decorative sconce lighting on the front. As mentioned elsewhere, parking lot lighting must be mounted on dark bronze poles.

3. **Underground Utilities.** All utility lines shall be underground and an Owner or tenant shall not dig or cut into the paved portion of any dedicated right-of-way to access said utility lines. Where required, drilling, boring or punching under adjacent public streets shall be the approved method to access utility lines.
4. **Exterior Mechanical Screening.** Roof-mounted or exterior mechanical equipment shall be completely screened.
5. **Other Requirements.** Finish Building materials shall be applied to all sides of the Buildings which are visible to the general public, as well as from neighboring properties and Streets. Colors shall be harmonious and compatible with colors of the other adjacent Buildings. Buildings with any side or rear Building facade facing or otherwise visible to adjacent residential property owners must provide the same Building materials upon such side or rear Building facade as provided upon the primary Building face, or landscape to screen such side or rear Building facade as approved by the Developer. All glass and mullions in storefront systems throughout any in-line retail business areas in the Center shall be the same. Any awnings shall consist of steel frame and fabric or other materials approved by the Developer. In the event that any Building or other Improvement on a Lot or Site is to be constructed or otherwise improved with an exposed metal roof, such as a standing seam metal roof or similar installation, the Developer may require that said roof be finished with an enduring finish in a color approved by the Developer to achieve an aesthetically pleasing appearance of said roof from other portions of the Center. Trash/paper receptacles, building directories, exhibit boards, telephone booths, gazebos, fountains, bollards, walls, tables, shelters, mail boxes, newspaper dispensers, fire hydrants, control boxes, bike storage and other similar site furniture or amenities (not including trash dumpsters) shall be made of materials consistent in type and design with the Building or Structure they serve. Prior to the Turnover Date, the Developer must approve (if at all) all of the foregoing items, including outside furnishings and furniture.

Article 7

Landscaping, Fencing and Maintenance of Grounds, Buildings and No Outside Storage

1. **Maintenance by Each Owner.** The maintenance of all Lots, Sites, Buildings, Structures and Improvements, including parking lots, on the Property is the continuing responsibility and obligation of each Owner and each Owner covenants and agrees with the other Owners and the Developer to keep and maintain its Lot, Site, Building, Structures and Improvements in a good state of repair and appearance. The minimum standard of maintenance for each Lot, Site, Buildings, Structures and Improvements shall be comparable to the standard of maintenance followed in other first-class developments of comparable size in the Lee's Summit, Missouri, area and in compliance with all applicable governmental laws, rules, regulations, and provisions of this Declaration.
2. **Required Trees and Other Landscaping.** All Setbacks from the curb line and other areas of a Lot or Site not devoted to Buildings, Structures, driveways, parking, loading or service areas shall be planted with ground cover such as grass, ground vines or shrubs and be well

maintained as a lawn and landscaped green area. Prior to the Turnover Date, each Owner or his/her/its tenant shall provide and maintain a tree and landscape plan as may be approved by the Developer. All landscaped areas of Lots and Sites (including, without limitation, any adjoining portions in public rights of way and any areas between sidewalks and streets) shall be serviced by an in-ground sprinkler system which the Owner of each Lot or Site shall (a) keep maintained in good operating condition at all times and (b) use for watering landscaped areas at all times during growing seasons.

3. **Fencing Limitations.** Except as provided elsewhere in this Declaration, or as part of a Building or Structure pursuant to otherwise approved plans therefor, or as a screen for parking, loading or service areas, prior to the Turnover Date, no fencing may be installed on any Lot or Site without the prior approval of the Developer.
4. **No Outside Storage.** No materials, equipment, supplies, raw materials or finished products shall be stored on a Lot or Site outside the confines of a Building or Buildings without the prior approval of the Developer. Facilities for storage of waste and rubbish shall be maintained in closed metal containers within an enclosure which shall match the Building's exterior finish.
5. **Exterior Building Maintenance.** Exterior surfaces of Buildings, Structures and other Improvements, including all paved areas, must be kept in a good condition and state of repair and otherwise in conformity with the intent of this Declaration. Prior to the Turnover Date, color or finish of exterior surfaces shall not be changed except as the same may be approved by the Developer.
6. **Implementation of Landscape Plan.** Lots or Sites shall be landscaped in accordance with a plan conforming to the foregoing submitted to and approved by the Developer and the City and no tenant or Owner shall occupy a Building or Structure until such plan, together with adequate provisions for implementing the same, has been so approved.
7. **Parking Lot Lighting.** All parking lots, loading areas and entrance areas shall be adequately lighted and illuminated for evening use, safety and aesthetics. Prior to the Turnover Date, all exterior and parking lighting facilities and fixtures shall be subject to prior approval by the Developer, which may require a consistent type throughout the Center. Unless otherwise permitted by the Developer (or otherwise required by the City), parking lot lighting shall be mounted on dark bronze poles, the exact configuration of which to be specified by the Developer. Further specification for parking lot lighting is set forth in Article 9 hereof.
8. **Maintenance of Landscaped Areas.** The landscape development, once having been installed, shall be maintained by the Owner or tenant of the Lot, Building or Site in a neat and adequate manner, which shall include the mowing of lawns, trimming of hedges, fertilizing, watering when needed, and removal of weeds from planted areas on an Owner's Lot or Site and public rights-of-way adjacent thereto. Maintenance of the landscaping development shall include replacement when needed (within one planting season) of all plant materials included in the approved landscaping plan.

9. **No Change to Landscape Plan Without Approval.** Prior to the Turnover Date, the approved plan for landscaping the Lot or Site may not be materially or substantially altered without the written approval of the Developer.
10. **Trash Removal.** Each Owner and tenant shall keep its premises, Buildings, Structures, Improvements and appurtenances in a safe, slightly, clean, neat and wholesome condition and shall remove at its own expense any rubbish or trash of any nature or character which may accumulate on its property and shall keep un-landscaped areas mowed as required by this Declaration. Rubbish and trash shall not be disposed of on the premises by burning in open fires. Use of any incinerators shall only be with the prior written approval of the Developer and only if permitted by applicable law and City Code.
11. **Construction Period Guidelines.** To protect the occupants of existing Lots or Sites from encountering inconvenience during construction, the following guidelines shall be followed to the fullest practical extent by an Owner or its tenant during construction:
- A. Building contractors and their employees shall be required to park their vehicles and unload and store building materials entirely on the Lot or Site;
 - B. Construction shall be carried out so as to not interfere with free and ready access to existing Buildings along the Streets or otherwise; and
 - C. Maximum care shall be taken by the contractor to prevent the unsightly appearance of or the accumulation of litter on the Lot or Site or the adjacent streets. Litter, soil or mud spilled from or tracked by the vehicles into the Streets shall be immediately swept up and properly disposed of on the Lot or Site.
12. **Parking Lot Maintenance.** Each Owner shall seal, repave, re-stripe and replace markings on the surface of the parking areas on its Lot or Site from time to time as and when necessary so as to provide for the orderly and attractive parking of automobiles and shall place and maintain adequate exit and entrance and other traffic control signs to direct traffic in and out of said parking areas. Prior to the Turnover Date, any striping and other markings must be approved by the Developer.
13. **Maintenance of Utilities Facilities.** Each Owner shall service, maintain, repair and replace, and pay the cost of any fees or charges in connection with, any utilities located on its Lot or Site to the extent such utilities service the improvements on that Lot. Maintenance of any portion of any utilities serving more than one Lot shall be performed by the Owner of the Lot crossed by the utility, but the cost thereof shall be shared on a pro-rata basis based upon the relative consumption or usage of the utility furnished from such utility facility. To the extent that any utility facility exclusively servicing any Lot crosses another Owner's Lot, such utility facility shall be so maintained by the party served by the utility facility.
14. **Payment of Taxes.** Each Owner (or its tenant or tenants, as applicable), other than and excluding the City, shall collect and pay, prior to any penalty attaching thereto, any real estate taxes (including PILOTS, if applicable), assessments and personal property taxes, if any, imposed upon its Lot, Site, Buildings and Improvements and equipment located on its respective Lot.

15. **Developer's and Other Owners' Rights to Perform Work.** In the event any Owner or tenant does not comply with the provisions of this Article 7 within thirty (30) days after written notice by the Developer or another Owner, the Developer or such other Owner and its or their representatives or employees shall have the right to enter on such Lot or Site and perform the work specified in such notice and the non-complying Owner or tenant shall pay the actual out-of-pocket cost thereof, plus a 10% overhead fee, within ten (10) business days after written demand therefor, which such notice shall be accompanied by substantiated evidence or receipts of such expended costs. If the cost of such work, plus 10% overhead fee, is not paid within the ten (10) business day period, it shall become a lien on such land and enforceable to the extent provided for in this Declaration.

Article 8

Cross-Parking; Utility Easements; Temporary Construction Easements; Storm Water Drainage Easements

1. **Cross Access and Parking Easement.** Subject to the terms of this Declaration, the Developer and each Owner of a Lot or Site hereby grant and convey, each to the other, for the benefit of all the Lots and Sites in the Center, a non-exclusive, perpetual easement and right to use the paved drive lanes and drive aisles, paved parking lots and parking spaces, located on the Lot or Site of each Owner as said lots, drive lanes and drive aisles, paved parking lots, parking spaces may exist from time to time, for the purpose of vehicular and pedestrian ingress and egress, and parking. The easement granted in this Section shall be for the benefit of, but not restricted to, the Owners of Lots or Sites in the Center, it being expressly understood and agreed that each such Owner may grant the benefit of such easement to tenants and other occupants of its Lot or Site for the duration of such occupancy and to the customers and business invitees thereof (collectively, the "Permittees"); but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside of the Center. The easements granted in this Section shall be subject to the following reservations:
- A. No Owner shall vary or permit to be varied the location of Protected Drive Aisle. No Owner shall allow any permanent or temporary Building, Structure or other obstructions of any kind to be constructed or placed on the Protected Drive Aisle or within the No Build Area. Notwithstanding the foregoing, curbs, landscaping islands, landscaping (including, without limitation, shrubs and trees), parking signs, light poles and other typical parking lot appurtenances shall be allowed in the No Build Area provided they do not materially impede the Protected Drive Aisle.
 - B. Each Owner reserves the right to temporarily close off the portion of the areas described above (but expressly excluding the Protected Drive Aisle) located on its Lot at such intervals and for such minimum periods of time as may be legally necessary, in the reasonable opinion of such Owner or its counsel, to prevent the acquisition of prescriptive rights by any other party; provided, however, that, prior to closing off any portion thereof, such Owner shall give written notice to the Developer and all other Owners in the Center of its intention to do so, and shall coordinate such temporary closing with the Developer and other Owners to avoid any disruption to the Developer's or other Owners' respective business operations.

- C. Each Owner reserves the right at any time and from time to time to exclude and restrain any person who is not a Permittee hereunder from using any portion of the areas located on his, her or its Lot or Site.
 - D. Subject to approval by the Developer and the City and all other applicable governmental authorities, relocations of portions of the areas described above located on an Owner's Lot or Site shall be permitted hereunder (as to the portion thereof located on its respective Lot or Site), provided that: (i) such relocation does not materially and adversely affect the other Owners' full use and enjoyment of the easement and right granted under this Section for the uses and purposes herein provided, and (ii) following such relocation, the parking provided over the relocated portions of such areas shall be reasonably equivalent to the parking afforded by such portion of the areas prior to such relocation.
 - E. The cross-parking easement aforesaid shall be further limited as follows:
 - (1) The cross-parking easement so granted is strictly for patron parking and not for parking of employees of occupants of another Lot.
 - (2) The cross-parking easement so granted is only for the hours of 7:00 A.M. to 11:59 PM, local time then current.
2. **Utilities Easements.** The Developer and each Owner of a Lot or Site hereby grant and convey, each to the other, for the benefit of the Lots and Sites in the Center, a non-exclusive, perpetual easement in, to, over, under and across any portions of Lots and Sites shown on any Plat as being expressly for utilities (the "Utility Easements") for the purpose of installation, operation, maintenance, repair, replacement, removal and relocation of underground storm sewer lines, sanitary sewer pipes, water and gas mains, electric power lines, telephone lines, cable television lines, decorative and functional site lighting and other underground utility lines (collectively, the "Utility Facilities") to serve the Buildings and Improvements in the Center. The installation of any Utility Facilities not contemplated by any Plat and relocation of any Utility Facilities after original installation thereof shall be subject, as to location, to the approval of the affected Owners, which approval shall not be unreasonably withheld or delayed and, provided that any such relocation shall be performed in a manner that will minimize any interference with the regular conduct of business of any affected Owner's Lot or Site. The Owners of the Lots or Sites in the Center, or any designee served by such Utility Facilities, shall, pursuant to the provisions of this Declaration, operate, maintain and repair (and may relocate subject to the conditions set forth herein) such Utility Facilities, provided such repair and maintenance is performed expeditiously and only after five (5) business days' written notice to the other Owners that utilize or are served by said Utility Facilities or that own any parking areas to be affected by any construction work as to repair or maintenance work, or only after fifteen (15) business days' written notice as to any relocation. Non-essential or non-emergency repairs or relocations will not be performed between October 15th and December 31st of any year. The Owner performing the repair or relocation, as applicable, shall, at its cost and expense, promptly repair any damage to any Improvements or landscaping occurring as a result of the performance of such repairs or relocations. Each Owner performing such work on another Owner's Lot or Site shall indemnify and hold the other Owner and any occupant of the other Owner's Lot or Site harmless from any claims, damage or loss which

may result from the activities in making such repairs or relocating such Utility Facilities, except in the event such claim, damage or loss is the result of the indemnified Owner's gross negligence or willful misconduct.

3. **Temporary Construction Easements.** Subject to the terms of this Declaration, in connection with any construction work to be performed in the development of the Center, each Owner hereby grants to each other Owner temporary easements for incidental encroachments upon the granting Owner's Lot or Site which may occur as a result of construction, so long as such encroachments are kept within the reasonable requirements of construction work, are expeditiously pursued and so long as customary insurance is maintained protecting the other Owners from the risks involved. Except as may be allowed by a granting Owner, in no event shall an Owner stage any construction on the Lot or Site of another Owner. Except in an emergency (in which case the work may be initiated after reasonable notice), in the event of any entry by any Owner onto another Owner's Lot or Site for the performance of any work permitted or required hereunder that will take more than one (1) day to complete or that would otherwise materially and adversely affect access to or the operation of the Owner's Lot or Site so entered (the "Affected Owner"), the entering Owner shall notify the Affected Owner at least fifteen (15) business days prior to the commencement of such work. The entering Owner shall complete such work in accordance with a schedule of performance which must be furnished to and approved by the Affected Owner prior to the commencement of any such work, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, that if such approval has not been granted or denied with fifteen (15) days after receipt of such schedule of performance by the Affected Owner, then such schedule shall be deemed approved. Such schedule shall detail the stages of any such work, the time for completion of each stage and the portions of the areas that will be affected by such work at such times. In the event the entering Owner fails to complete such work in accordance with the schedule of performance approved by the Affected Owner and such work impedes or interferes with normal access to the Affected Owner's Lot or Site, or the operations of the Affected Owner's business, then after not less than two (2) day's notice, in addition to all other rights or remedies available to an Owner hereunder or at law or in equity, the Affected Owner may complete such portions of any and all then remaining construction, repairing or repaving as it so elects, all at the expense and for the account of the entering Owner. If the Affected Owner elects to proceed pursuant to the immediately preceding sentence, then the Affected Owner shall be reimbursed for any actual out-of-pocket amounts paid or incurred by the Affected Owner to complete any portion of such construction, repairing or repaving within thirty (30) days of written demand for payment accompanied by lien waivers from the contractor(s) providing such work and reasonable evidence of the costs of such work. If the entering Owner fails to reimburse the Affected Owner for any such amount within the 30-day period following the Affected Owner's demand therefor, interest shall accrue thereon at a rate of 10.00% per annum (or the maximum amount permitted by law, whichever is less), from and after the thirtieth (30th) day following any such demand for payment, and the provisions of this Declaration respecting the creation of an equitable charge and continuing lien on the entering Owner's Lot or Site shall apply to the payment of such amount.
4. **Each Owner's Indemnity.** Each Owner shall indemnify, defend and hold the other Owners harmless from and against any and all loss, cost, damage, injury or expense (including, without limitation, reasonable attorneys' fees) arising by reason of injury to or death of persons or

damage to property or claims of lien for work or labor performed or materials or supplies furnished, all arising out of or in connection with the use by the indemnifying Owner of the easements granted pursuant to this Declaration or the exercise by such Owner of the rights granted to Owners in this Declaration, except in the event such claim, damage or loss is the result of the indemnified Owner's gross negligence or willful misconduct. In no event shall the City be obligated to indemnify or defend any Owner, the Developer or any other person under any indemnity provisions of this Declaration.

5. **Construction Period Insurance.** With respect to any construction work to be performed by each Owner hereunder, and at all times until such work is complete, each of the Owners (or its contractor) shall, at their own cost and expense, maintain, or cause to be maintained in full force and effect, a policy or policies of commercial general liability insurance and, once footings are installed, builder's risk insurance. Said insurance shall be carried by a reputable insurance company or companies qualified to do business in the State of Missouri and having limits for loss of life or bodily injury in the amounts of not less than \$1,000,000 for each person and \$2,000,000 for each occurrence and \$1,000,000 for property damage for each occurrence. Each Owner (or its contractor) shall maintain, or cause to be maintained, contractual liability insurance specifically endorsed to cover said Owner's agreement to indemnify. Additionally, each Owner (or its contractor) shall also maintain, or cause to be maintained, workers' compensation insurance with coverage in at least the minimum amount specified by law. Such insurance may be carried under a "blanket" policy or policies covering other properties of the Owner and its Subsidiaries (or its contractor) provided that the coverage pursuant to such blanket policy or policies is not reduced below the coverage required under this Declaration as a result thereof. Each Owner (or its contractor) shall, upon written request from any other Owner, furnish to the party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section. All such insurance shall include provisions denying to the insurer subrogation rights against the other parties to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each Owner hereby waives the rights of recovery against the Developer any other Owner, their respective directors, members, officers, employees, agents, tenants and occupants for any damage or consequential loss covered by said policies (or that would have been covered but for the fact that such Owner self insures), against which such Owner is protected by insurance, to the extent of the proceeds payable under such policies (or that would have been payable but for the fact that such Owner self insures), whether or not such damage or loss shall have been caused by any acts or omissions of the Developer and any other Owner or their respective directors, members, officers, employees, agents, tenants or occupants.
6. **Storm Water Drainage Easement.** The Developer and all Owners of Lots or Sites in the Center hereby grant and convey, each to the other, perpetual, non-exclusive rights and easements to use, impound storm water within and drain storm water through the storm water drainage and detention facilities, if any, located, or to be located or constructed upon or adjacent to their respective Lots or Sites (collectively, the "Storm Water Drainage Facilities") including, without limitation: (a) all pipes, ditches, flumes, culverts, inlets and other facilities for the drainage of storm water and (b) sheet flow of storm water across the surface of the Lots and Sites.

Article 9
Hours of Operation of Roadways and Parking Lots

Required Hours for Operation and Lighting of Driveways and Parking Lots. Unless specifically agreed to the contrary by Developer, each Owner shall keep lighted the roadways, driveways and parking areas of its respective Lot or Site (which are open to the customers of the Center) seven (7) days a week from and after dusk and until dawn. Lighting facilities and fixtures to be used in the lighting of the roadways or parking areas of the Center shall be of the type and character specified earlier in this Declaration, or as may be specified from time to time by the Developer. Except for any decorative site lighting (as defined hereafter), the Center's lighting facilities and fixtures shall be designed and installed with separate meters to measure the electricity consumed by the occupants of the respective Lots. The Owners shall power and control all site lighting located on their respective Lot with such power and control designed to provide normal lighting levels and security lighting levels. The timing control system shall be capable of easily modifying the time of day that the normal and security lighting levels are initiated, and the Owners agree to cooperate with each other and to coordinate changes to the light level switching times (for seasonable changes or other requests described above) upon request of another Owner. All such lighting shall provide one (1) foot-candle of illumination, average minimum maintained.

Article 10
Prohibited Uses in Center; Other Limitations

1. **Prohibited Uses/General.** No Building, Structure or Improvements on any Lot or Site within the Center shall be used for any of the following uses (the "Prohibited Uses"):
 - A. Massage parlor, adult book store, peep show store, head shop store or any other similar store or club in which a material portion of its inventory includes obscene or pornographic materials (as determined by a court of competent jurisdiction), nude photos, sexual devices, magazines, videos, tapes or objects depicting nudity or sexual activity and other similar items, or any store or club whose activities include the display of partially or totally nude males or females (whether topless or bottomless or otherwise);
 - B. Establishment displaying or exhibiting illegal drug-related paraphernalia or materials;
 - C. Training school or educational facility including, but not limited to, beauty school, barber college, place of instruction, school of any nature, reading room or any business catering primarily to students or trainees rather than to customers; provided, however, that this prohibition shall not be applicable to on-site employee training nor be applicable to customer classes for a service sold or offered by the occupant incidental to the conduct of its business;
 - D. Public or private nuisance or use emitting obnoxious or offensive odors, sounds or vibrations outside of any Building or any business using exterior loud speaker (except for a restaurant utilizing speakers for announcing that tables are ready for customers and normal restaurant odors);
 - E. Gambling facility or operation including, but not limited to, any so-called "off track" or sports betting parlor, table games such as black jack or poker, slot machines, video

poker/black jack/keno machines or similar devices; provided, however, that this prohibition shall not apply to governmental sponsored gambling activities (such as state lotteries) or charitable gambling activities (such as bingo) so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the occupant and otherwise permitted by applicable laws;

- F. Carnival, flea market, amusement park, shooting gallery, ice or roller skating rink, miniature golf course, bowling alley or other similar entertainment facilities, provided however, in no event shall the foregoing be deemed to prohibit operation of a movie theater;
- G. Manufacturing facility, factory or industrial usage, warehouse not incident to retail sales, processing or rendering plant, operation used primarily as a storage warehouse operation or any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation;
- H. Central laundry, central dry cleaning plant, central dry cleaner or laundromat; provided, however, that this prohibition shall not be applicable to nominal supportive facilities or on-site service oriented to pickup and delivery by the ultimate customer;
- I. "Second hand" store, "surplus" store or other establishment which sells used clothing, thrift store, liquidation outlet or coin operated laundry; however this shall not preclude the sale of antiques or previously utilized objects d'art;
- J. Meeting hall, place of public assembly or church;
- K. Displaying, selling or leasing automobiles or trucks, trailers, motorcycles or other motor vehicles (new or used) but this prohibition shall not prevent such goods from being displayed by any occupant for isolated contest related purposes, nor shall this prohibition be deemed to prevent the sales of motorcycles, all terrain vehicles or trailers (except for camping or mobile home trailers);
- L. Automobile or motor vehicle repair or body shop; provided, however, that this prohibition shall not prevent occupants from selling motor vehicle electronic component systems or components for installing such systems or components while motor vehicles are within the premises nor prevent oil change and auto lubrication or similar businesses;
- M. Motor home park, trailer park, trailer court, labor camp, junkyard or stockyard, except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance;
- N. Dumping, disposing, incineration or reduction of garbage (exclusive of trash facilities or garbage compactors which shall be screened from public view);
- O. Veterinary hospital or animal raising facilities; provided, however, that this prohibition shall not prohibit pet shops and veterinarians from incidentally operating within larger pet supply facilities or businesses;

- P. Fire sale, bankruptcy sale (unless pursuant to court order), auction house operation, “going out of business”, “lost our lease” or similar type distress sale; provided, however, that any tenant or occupant shall be allowed to have one (1) of such sales so long as the same is a bona fide and legitimate sale and does not exceed a continuous 60-day period;
- Q. Uses which entail unusual fire, explosive or other hazards;
- R. Pawn shops or car title lenders (making so-called “title loans”); and
- S. Cellular telephone or other transmissions towers of any kind.

A Prohibited Use described in this Section 1 may be waived, until the Turnover Date, by written consent of the Developer.

2. Particular Exclusives and Prohibited Uses for Lot 10D and Lot 10F. Without the prior written consent of the Owner of Lot 10E, no portion of Lot 10D or Lot 10F shall be used or permitted to be used in violation of any of the following restrictions:

- A. No Building, Structure or Improvements on Lot 10D or Lot 10F shall be used for an establishment that primarily sells frozen custard, ice cream, frozen dessert or frozen yogurt facility (i.e. an establishment which derives more than 20% of its gross receipts from the sale of such products). Notwithstanding the foregoing, this prohibition shall not be deemed to preclude (i) Smoothie King or similar businesses, (ii) Duncan Donuts or similar businesses, (iii) Starbucks, Scooters, 7 Brew or similar business, or (iv) any business selling smoothies, shakes, frozen drinks and other such products which are marketed towards healthy living and/or weight loss (as opposed to dessert oriented).

3. Particular Exclusives and Prohibited Uses for Lot 10D and Lot 10E. Without the prior written consent of the Owner of Lot 10F, no portion of Lot 10D or Lot 10E shall be used or permitted to be used in violation of any of the following restrictions:

- A. No Building, Structure or Improvements on Lot 10D or Lot 10E shall be used for a quick service food establishment or fast casual food retailer which derives more than 30% of its gross receipts from the sale of salads, or 30% or more of whose menu items are salads.

Article 11

Minerals

No Drilling or Mineral Extraction. No oil or gas drilling, oil development, mining or quarrying operations of any kind shall be permitted upon the Property, the Center or any part thereof, nor shall oil wells, gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property, the Center or any part thereof.

Article 12

Signs

Signage Restrictions and Standards. No Sign, other than those which identify the name, business or products of the person or firm occupying a Building or a Site, shall be permitted. All

Signs must comply with the City's Code or Zoning Code, the Sign Standards attached as **Exhibit B** hereto and, prior to the Turnover Date, must be approved in advance by the Developer. Flashing, moving, painted or roof-mounted Signs are expressly prohibited. All Signs shall be of durable, low-maintenance materials. No pylon or tower Signs shall be erected on any Lot or Site. Prior to the Turnover Date, an Owner or his/her/its tenant shall, prior to the erection of any directional, identification or other Sign, submit his/her/its plans for such Sign to the Developer for its review and approval.

Article 13

Performance Standards

1. **No Objectionable Emissions.** Except as necessary during construction of Improvements on a Lot or Site, no operation shall be conducted on the Property/Center or any part thereof which results in the emission of noise, smoke, dust, dirt or odor to an extent to be reasonably objectionable to any other Record Owner or occupant of other Sites in the Property/Center. The ordinary operations of a car wash facility shall not be deemed to constitute a violation of this provision.
2. **Nuisance Control.** It shall be the sole responsibility and obligation of each Owner and his/her/its tenant, if any, to insure that all operations conducted on any Site owned by such Owner are at all times in compliance with all applicable federal, state and local laws, regulations and ordinances, including but not limited to, those relating to environmental matters such as the generation, emission, storage, discharge or disposal of hazardous or toxic wastes or substances as set forth in this Declaration. Each Owner agrees to indemnify, defend and hold harmless the Developer, the City and their respective shareholders, members, directors, officers, employees and agents from and against any and all claims, suits, proceedings, liabilities, losses, damages and expenses (including, but not limited to, reasonable attorneys' fees and expenses and the reasonable fees and expenses of consultants or experts) which may be asserted or brought against any of them or which they may suffer or incur, in connection with any failure by such Record Owner or any of his/her/its tenants to fully comply with the foregoing obligation.

Article 14

Intentionally Omitted

Article 15

Subdivision

No Subdivision Without Consent. Prior to the Turnover Date, no Lot or Site shall be further subdivided, nor shall any portion be separately sold, leased or rented, until a plan for such proposed subdivision or separate sale, leasing or renting, shall have been submitted to and approved by the Developer in writing. Nothing herein shall be deemed to require or obligate the Developer to approve any such plan. Any Owner submitting any such plan shall be responsible at his/her/its sole cost for insuring that the same complies with all applicable governmental regulations (including the subdivision and other ordinances of the City in its Code or Zoning Code) and for obtaining all necessary City and other governmental approvals and consents.

Article 16
Indemnification and Liability Insurance

1. **Indemnification.** To the extent not covered or intended to be covered by any insurance required to be maintained by the indemnified party pursuant to this Declaration (whether or not actually maintained) or otherwise actually maintained, and subject to other provisions of this Declaration, each Owner (an “Indemnifying Owner”) shall indemnify, defend and hold the Developer, the City and every other Owner, tenant and occupant of the Center (individually and collectively, the “Indemnified Parties”) harmless (except for loss or damage resulting from the negligent or more culpable acts or omissions of such Indemnified Parties) from and against any damages, liabilities, actions, claims, liens, fines, penalties, costs and expenses (including reasonable attorneys’ fees) in connection with the loss of life, personal injury and/or damage to property suffered or incurred by the Indemnified Parties and arising from or out of any occurrence in or upon the Indemnifying Owner’s Lot or Site, or occasioned wholly or in part by any act or omission of the Indemnifying Owner, his/her/its tenants, agents, Contractors, employees or licensees including, without limitation, a breach of this Declaration by the Indemnifying Owner.
2. **Liability Insurance.** Each Owner (including Developer, so long as Developer is an Owner) shall maintain, or cause to be maintained, comprehensive general commercial liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from or be occasioned by the condition, use or occupancy of that Owner’s Lot, or by the Owner and his/her/its tenants, agents, contractors, employees, licensees, customers and invitees, or the occupants of his/her/its Lot or Site. Such policies shall name the Developer as additional insured and shall have limits of not less than \$1,000,000 combined single limit per occurrence / aggregate, with such coverage to be on an “occurrence” rather than a “claims made” basis. Such policies shall provide for severability of interests and shall provide that any act or omission of one of the insureds or additional insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds. Such insurance shall also include an endorsement providing for blanket contractual liability coverage, which coverage shall include the Owner’s indemnifying obligations as set forth in this Declaration. Each Owner shall provide to the Developer a certificate or other evidence of such insurance within ten (10) days after written request therefor.
3. **Self Insurance; Tenant Insurance.** Owners may satisfy the foregoing insurance requirements through a program of self-insurance and/or self-insured retention. Furthermore, Owners’ tenants may satisfy the foregoing insurance requirements on behalf of such Owner.

Article 17
Casualty Damage or Destruction and Eminent Domain

1. **Casualty Damage.** If any of the Buildings, Structures or Improvements located on any Lot or Site are damaged or destroyed by fire or other cause, the Owner shall promptly either: (i) repair, restore or rebuild the Building, Structures or Improvements so damaged or destroyed; or (ii) raze the same, fill any excavation and perform any other work necessary to put such portion of the Center in a reasonably clean, level, smooth, sightly and safe condition.

2. **Casualty Insurance.** In order to assure performance of their respective obligations under this Declaration, the Owners of the respective Lots shall cause to be carried fire and extended coverage insurance on all Buildings, Structures and Improvements on their respective Lots in the amount of the replacement costs thereof, exclusive of footings and foundations, and in amounts at least sufficient to avoid the effect of any co-insurance provisions of such policies. Each of the Owners hereby waive any rights that any such Owner may have against the Developer on account of any loss or damage occurring to an Owner or his/her/its respective property, either real or personal, arising from any risk generally covered by fire and extended coverage insurance and from any risk covered by property insurance then in effect, unless such loss or damage was directly attributable to Developer's gross negligence or willful misconduct. In addition, the Owners, for themselves and on behalf of their respective insurance companies, waive any right of subrogation that they or any insurance company may have against the Developer.
3. **Eminent Domain.** In the event the whole or any part of any Lot or Site in the Center shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and Improvements so taken shall belong to the Owner of such Lot or Site (or the applicable portion thereof or right or interest therein) so taken or to such Owner's Mortgagees or tenants, as their interest may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Declaration. Any Owner of a Lot or Site which is not the subject of a Taking may, however, file a collateral claim with the condemning authority over and above the value of the land being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or Improvements so taken, provided, that such claim shall not operate to reduce the award allocable to the Lot or Site (or the applicable portion thereof or right or interest therein) subject to the Taking. In the event of a partial Taking, the Owner of the portion of the Lot or Site so taken shall restore the Improvements Owner's Lot or Site as nearly as possible to the condition existing prior to the partial Taking without contribution from any other Owner.

Article 18

Environmental Compliance and Indemnity

1. **Compliance and Indemnification.** Each Owner of a Lot agrees to (and agrees to cause his/her/its tenants and occupants to): (i) comply with all governmental laws, rules or regulations related to the use, storage, treatment, transportation, removal or disposal of Hazardous Materials (as hereinafter defined); (ii) give notice to the Developer and the other Owners within a reasonable period (not to exceed thirty (30) days) after such Owner's acquiring actual knowledge of any Hazardous Materials Contamination (as hereinafter defined) with a full description thereof; and (iii) at such Owner's sole cost and expense, comply with any governmental laws, rules or regulations requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination within the time provided for such removal, treatment or disposal and provide the Developer and the other Owners with reasonable evidence of such compliance. Each Owner shall defend, indemnify and hold harmless the other Owners and the Developer from any and all liabilities (including strict liability), suits, actions, claims, demands, penalties, damages (including, without limitation, consultants' fees, investigation and laboratory fees, reasonable attorneys' fees and remedial costs, the foregoing are hereinafter collectively referred to as "Liabilities") which may now or

in the future be incurred or suffered by such indemnitees by reason of, resulting from, in connection with or arising in any manner whatsoever out of the breach of any covenant of an Owner contained in or referred to in this Section or which may be asserted as a direct result of the presence on or under, or escape, seepage, leakage, spillage, discharge, emission or release from the Owner's Lot of any Hazardous Materials or any Hazardous Materials Contamination or arise out of or result from the environmental condition of the Indemnifying Owner's Lot, Buildings or Structures (which is not caused by another Owner), whether or not occasioned wholly or in part by any condition, accident or event caused by any act or omission of the Indemnifying Owner. The covenants and agreements contained in this Section shall survive the consummation of all the transactions contemplated in this Declaration.

2. **Hazardous Materials.** The term "Hazardous Materials" shall mean: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; (c) asbestos or asbestos containing material; (d) polychlorinated biphenyls; (e) any substance, the presence of which on a Lot or in a Building or Structure is prohibited by any governmental law, rule or regulation; (f) any petroleum-based products stored or used other than in compliance with governmental laws, rules or regulations; (g) fuel or other liquids in underground storage tanks; and (h) any other substance which, by any governmental law, rule or regulation, requires special handling in its collection, storage, treatment or disposal. Notwithstanding anything to the contrary set forth herein, the term "Hazardous Materials" shall not include (i) materials customarily used in the construction and demolition of Buildings, or (ii) cleaning materials and office products customarily used in the operation of properties such as the Building, to the extent such materials described in the preceding clauses (i) and (ii) are stored, handled, used and disposed of in compliance with all applicable environmental laws.
3. **Hazardous Materials Contamination.** The term "Hazardous Materials Contamination" shall mean the contamination of a Lots, its Building, Structures or Improvements or other facilities, soil, ground water, air or other elements on or of the Lot by Hazardous Materials in violation of any applicable environmental laws, or the contamination of the Buildings, Structures, Improvements or other facilities, soil, ground water, air or other elements on or of any other real property as a result of Hazardous Materials at any time emanating from a Lot, Building, Structure or Improvement in violation of any applicable environmental laws.
4. **Environmental Disclosure.** The Property is subject that certain Declaration of Restrictive Covenant and Grant of Access dated April 24, 2007 and recorded at Instrument No. 2007E0054314 (the "Environmental DRC"). While the Center is not located within the "deed restrictable boundary" as defined in the Environmental DRC, any holder of any fee simple or ground leasehold interest in property subject to the Environmental DRC is required to disclose the Environmental DRC and requirements for compliance with certain restrictive covenants set forth in the Environmental DRC. This provision is intended to comply with that disclosure requirement. Any Record Owner, tenant or occupant of any Site in the Property/Center shall comply with the following requirements of the Environmental DRC applicable to the Property/Center: no Record Owner, tenant or occupant shall (a) install or use potable water

supply wells for drinking, bathing and/or industrial purposes, (b) use or cause exposure to groundwater, (c) artificially penetrate the groundwater bearing unit(s) containing contaminants which could result in cross-contamination of clean groundwater-bearing units, (d) install any new groundwater wells on the Property, except those used for investigative purposes, (e) use groundwater for drinking or other domestic purposes, or (f) release groundwater to surface water bodies.

Article 19

Common Facilities Maintenance; Additional Powers of the Developer

- A. **Maintenance Responsibility and Cost.** Each Owner shall maintain, repair and replace all access drives, parking areas, utilities, landscaping, Buildings and other improvements located on such Owner's Lot or Site in first-class condition and repair at all times, at such Owner's sole cost and expense, subject to partial reimbursement as provided below. Each Owner acknowledges that all Owners are benefited by the Protected Drive Aisle, which also encumbers each Owner's Lot or Site. Each Owner shall be responsible for maintaining the portion of the Protected Drive Aisle on such Owner's Lot in first-class condition and repair at all times, including regular repair of pot-holes, and including prompt removal of snow and other weather accumulation. The joint obligations of each Owner for maintaining the Protected Drive Aisle shall offset, and no Owner shall be required to reimburse the other Owner for any costs or expenses related thereto.
2. **Enforcement; Plans Review; Etc.** The Developer (and any Record Owner) may provide for the enforcement of this Declaration. Prior to the Turnover Date, the Developer shall review and approve all plans and the like required by this Declaration.
3. **Specified Additional Powers.** Without limiting the generality of the foregoing, the Developer shall have the following powers with respect to the Center; provided, however, that nothing herein contained shall be deemed to prevent any Record Owner from having the contractual right to enforce any Restrictions in his/her/its own name:
 - A. To enforce, either in the Developer's name or in the name of any Record Owner within the Property/Center, any and all Restrictions herein contained. The expenses and costs, if any, in such proceedings shall be paid by the Record Owner against whom such enforcement is sought and shall be a lien as set forth below; and
 - B. Such other powers as may be set forth elsewhere in this Declaration or reasonably necessary or desirable to enforce or give full effect to the intent of this Declaration.
4. **Developer's/Owner's Lien.** The Developer and each Owner shall each have a lien for any amounts expended by it for maintenance and repair or other items not performed when required by another Owner or as elsewhere set forth in this Declaration which may be collected and enforced in the same manner as statutory laws and rights for enforcing and collecting general taxes in the State of Missouri, now or hereafter existing, or enforcing mechanics liens or foreclosing a mortgage or a deed of trust with private power of sale, and the same are conferred upon the Developer and each Owner, and the Developer and each Owner may each bring suits to collect or enforce such liens. Such liens shall continue for a period of three (3) years from

the date of delinquency, unless within such time suit shall have been instituted for the collection of the same, in which event the lien shall continue until termination of the suit and/or satisfaction of the judgment resulting therefrom.

5. **Unspecified Powers.** The Developer shall have all powers and authority necessary or desirable to carry out the spirit and letter of the Restrictions set forth in this Declaration even though such powers and authority are not specifically granted in this Declaration.
6. **Allocation of Share of Offsite Assessments.** The Property is subject to that certain Storm Water Drainage and Detention Easement Agreement recorded in the real property records of Jackson County, Missouri as Instrument No. 2007E0074477 (as amended, "Storm Water Agreement"), and that certain Access and Utility Easement Agreement recorded in the real property records of Jackson County, Missouri, as Instrument No. 2023E0053538, as supplemented by that certain Side Agreement Regarding Access and Utility Easement Agreement recorded in the real property records of Jackson County, Missouri, as Instrument No. 2023E0068537 (collectively, as amended, the "Access Easement Agreement," and collectively with the Storm Water Agreement referred to herein as the "Offsite Easements"). The Owners shall use commercially reasonable efforts to cause any levies, charges, and/or assessments under the Offsite Easements ("Offsite Assessments") to be separately levied, charged, and/or assessed against each Owner's Lot. If any Offsite Assessments are not separately levied, charged, and/or assessed against each Owner's Lot, then the Offsite Assessments shall be shared between the Lots according to the relative square footage of the land constituting each Lot, and each Owner shall pay or cause to be paid such Owner's share of such Offsite Assessments prior to delinquency. Each Owner shall indemnify, defend, and hold harmless all other Owners and their Permittees from and against any and all claims, demands, liabilities, obligations, damages, liens, costs, and expenses (including court costs and attorney fees) incurred by any such other Owner or their Permittee as a result of such indemnifying Owner's failure to pay or cause to be paid such Owner's share of such Offsite Assessments prior to delinquency.

Article 21

Expansion Or Reduction Of Property/Center

1. **Reservation of Right to Expand.** By amendment or supplement to this Declaration made prior to the Turnover Date, the Developer hereby reserves the absolute right to unilaterally expand the Property/Center, from time to time, to include additional Lots, Sites and other property in the Center including other property that has not yet been subdivided or platted (collectively, the "Expansion Property").
2. **Declaration Operative to Expansion Property.** The addition of Expansion Property shall be done by the Developer filing one or more Supplemental Declarations of record in the Office of the Recorder of Deeds for Jackson County, Missouri. Such Supplemental Declaration shall describe the Expansion Property, together with any covenants, conditions, restrictions and easements particular thereto. Expansion Property may be added in stages by successive supplements or in one (1) supplemental expansion. The Expansion Property shall be subject to all of the terms and conditions of this Declaration unless otherwise determined by the Developer. Notwithstanding anything contained herein to the contrary, no Supplemental Declaration shall

impose or materially modify any covenants or restrictions with respect to any Lot, without the prior written consent and joinder of the Owner of such Lot.

3. **Expansion of Definitions.** If the Property included in the Center is expanded as provided in this Article, all definitions used in this Declaration shall be automatically expanded to include such additional property. For example, "Lot" shall mean the Lots described in the existing Plats for the Center plus all additional Lots added by or pursuant to Supplemental Declarations and supplemental Plats, and "Declaration" shall mean this Declaration as supplemented.
4. **Reservation of Right to Remove.** By amendment or supplement to this Declaration made prior to the Turnover Date, the Developer hereby reserves the absolute right at any time to unilaterally remove from the effect and control of this Declaration any portion of the Property/Center which the Developer has not sold or conveyed, whether platted or un-platted (the "Removed Property"). Any such removal shall be by Supplemental Declaration filed of record in the manner set forth above and shall be effective on the date so filed of record.

Article 22

Enforcement, Duration and Amendment

1. **Restrictions Running with the Land.** The conditions, restrictions, reservations and easements herein contained shall run with the land and be binding upon and inure to the benefit of the Developer and the now and future Record Owners of every part of the Property/Center now or hereafter covered by the provisions hereof, shall create mutual, equitable servitudes upon each Lot and Site in favor of every other such Lot and Site and shall create reciprocal rights and obligations between and among the Developer and the respective Record Owners and tenants of all Lots and Sites and privity of contract and estate between and among the Developer and all grantees of said Lots and Sites, their heirs, successors and assigns and tenants.
2. **Enforcement of Restrictions.** The conditions, covenants, restrictions, reservations and easements contained in this Declaration may be enforced as herein provided and by the Developer and any Record Owner or any tenant with approval of the Record Owner of the Lot or Site of which the tenant occupies in whole or in part, and violation of any condition, covenant, restriction, reservation or easement herein contained shall give to the Developer and to the Record Owners or any of them, the right to bring proceedings at law or in equity against the party or parties violating or attempting to violate any of said covenants, conditions, restrictions, reservations or easements, to enjoin them from so doing, to cause such violation to be remedied or to recover damages resulting from any such violation. Every act, omission to act, or condition which violates the covenants, conditions, restrictions, reservations and easements herein contained shall constitute a nuisance and every remedy available at law or in equity for the abatement of public or private nuisances shall be available to the Developer and the Record Owners. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the reasonable attorneys' fees, costs and expenses of the party or parties for whom judgment is entered in such amounts as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive.

3. **Priority Over Mortgages and Leases.** All Restrictions, easements and other provisions herein contained shall be deemed prior and superior to all Mortgages hereafter executed upon land subject to this Declaration and to all leases covering part or all of any Lot, Site, Building or Structure thereon; provided, however, the violation of this Declaration shall not defeat nor render invalid the lien of any Mortgage made in good faith and for value, nor the leasehold estate of any tenant except to the extent otherwise expressly provided in its lease. If any portion of the Property/Center is sold under foreclosure of any Mortgage, or deed in lieu thereof, any purchaser, and its successors and assigns, shall hold any and all of such Property purchased subject to all of the Restrictions and other provisions hereof as fully as if it were an original party to this Declaration.
4. **No Waiver.** The failure of the Developer, the City or any Record Owner to take action to enforce the provisions hereof or to enjoin their violation shall in no event be deemed a waiver of his/her/its or their right to subsequently do so, nor shall it be deemed a waiver of any subsequent default or of the continuation of any existing default.
5. **Severability.** Invalidation of any part or parts of this Declaration by judgment or court action shall in no way affect any of the other provisions which shall remain in full force and effect.
6. **Term and Amendment.** This Declaration shall run with the land and shall be binding upon and shall inure to the benefit of all parties and all persons claiming under or through the Developer or any Record Owner until December 31, 2074, at which time this Declaration shall be automatically extended for successive periods of ten (10) years; provided, however, that at any time the Record Owners comprising of more than seventy-five percent (75%) of the acreage then in the Center and the Developer (whose acreage may be included for the seventy-five percent (75%) computation and whose consent thereto shall be required until the Turnover Date) may, by written Supplemental Declaration signed and acknowledged by them and recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, alter, amend, modify or restate this Declaration, except that no amendment shall be made which shall eliminate a Lot Owner's access to his/her/its Lot or the provisions protecting Mortgages and leasehold estates, without the agreement of one hundred percent (100%) of the Record Owners, or any provisions contained herein for the benefit of the City without its consent.

Article 23

Miscellaneous

1. **Notices.** All notices, consents, approvals or other communications (herein called the "**Notices**") required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if hand delivered or sent by registered or certified mail, postage prepaid, if to the Developer, addressed to the Developer at P.O. Box 299, Liberty, MO 64069 or to any Record Owner at the address specified in the deed from the Developer to the Record Owner owning the Lot or Site in question, or at such other address as shall be furnished to the Developer by a Record Owner in accordance with the terms of this Section. The Developer or any Record Owner may change the address to which the Notices are to be sent in the manner hereinbefore provided. The Notices shall be deemed given on the date of delivery or the registration or certification thereof. The Developer shall not be bound by any change in record

ownership of any Lot or Site until it has been given notice of such change in ownership in the manner herein provided for the giving of Notices.

2. **Consent by Acquisition of Title.** Every person who now or hereafter owns or acquires any rights, title, estate or interest in or to any portion of the Property/Center covered hereby, is and shall be conclusively deemed to have consented to and agreed to every covenant, condition, restriction, reservation and easement contained herein, whether or not reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.
3. **Governing Law.** This Declaration and the separate provisions thereof shall be construed and enforced in accordance with the laws of the State of Missouri.
4. **Developer's Right to Assign.** The Developer may, by appropriate agreement made expressly for that purpose, temporarily or permanently assign or convey to any person or entity all or any portion of the rights, reservations and privileges herein reserved by it, and, upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those rights, or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this Declaration.
5. **Rule Against Perpetuities.** Notwithstanding anything in this Declaration to the contrary, the creation of any interest under this Declaration shall vest, if at all, within the period of time measured by the life of the survivor of the now living children of Prince Charles, Prince of Wales, plus twenty-one (21) years.
6. **Non-Terminable Agreement.** No breach of the provisions of this Declaration shall entitle the Developer, any Owner or any other party to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Declaration. No breach of the provisions of this Declaration shall defeat or render invalid the lien of any Mortgage made in good faith for value covering any part of the Property/Center and any Buildings, Structures or Improvements thereon.
7. **Non-Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property/Center to the general public or for any public use or purpose whatsoever, it being the intention of the Developer and all Lot Owners, and their successors and assigns, and that nothing in this Declaration, expressed or implied, shall confer upon any Person, other than the Developer, the Lot Owners and their successors and assigns, any rights or remedies under or by reason of this Declaration.
8. **Estoppel Certificates.** The Developer and each Lot Owner or his/her/its successors or assigns (the "Responding Party") shall at any time upon fifteen (15) days' prior written notice from the Developer or any other Lot Owner or his/her/its successor or assigns (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing (i) certifying that this Declaration is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Declaration, as so modified, is in full force and effect); and (ii) acknowledging that there are not, to the Responding Party's


knowledge, any uncured defaults on the part of the Requesting Party, or specifying such defaults if any are claimed; and (iii) responding to such other information pertaining to this Declaration as the Requesting Party may reasonably request. Any such statement may be conclusively relied upon by any prospective purchaser or Mortgagee of the Requesting Party's Lot or of the business of the Requesting Party. Failure to deliver such statement within such time may be declared by the Requesting Party to be a default of this Declaration or, at the option of the Requesting Party, be deemed to conclusively establish that this Declaration is in full force and effect, unmodified except as provided in the Requesting Party's initial notice and that the Requesting Party is in full compliance with all of the terms of this Declaration. The provisions hereof shall not apply to or be binding upon the Developer at such time as it no longer owns any Lot in the Center.

9. **No Partnership.** Nothing in this Declaration shall be construed to make the Developer and/or the Lot Owners partners or joint venturers or render any of them liable for the debts and obligations of the others.
10. **Approval.** Wherever provided herein that Developer, Owners or others are to provide approval of any submittal, request or otherwise hereunder, unless specifically stated otherwise, such approval shall not be unreasonably withheld, delayed or conditioned.

In Witness Whereof, the Developer has caused this Declaration to be executed as of the date first above written.

*Signature Block on Next Following Page
Blank to End of Page*

WSO Partners LLC
("Developer")

By: 
John R. Davis, Jr., Manager


Missouri Acknowledgment-Limited Liability Company
(no seal)

State of Missouri)
County of ~~Clay~~ Bolton)

On June 28, 2024, before me, the undersigned, a Notary Public, personally appeared John R. Davis, Jr. to me known, who, being by me duly sworn, did say that he/she is an authorized Manager of WSO Partners LLC, and that said instrument was signed in behalf of said company by authority of its Managers and Operating Agreement, and the said individual last named acknowledged that he/she executed the same as the free act and deed of such limited liability company, and the said individual last named stated that the aforesaid limited liability company has no corporate seal.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state, the day and year last above written.

My Commission Expires:


Notary Public
Leann Downing

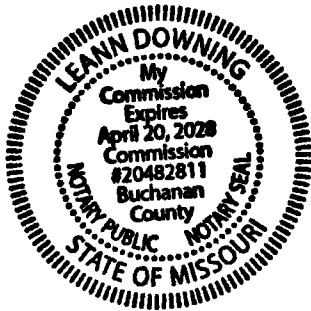


Exhibit A
to
Declaration of
Covenants, Conditions, Restrictions and Easements

Legal Description of Property/Center on the Date of this Declaration

TRACT I:

All that part of Lot 10C, SUMMIT FAIR, LOTS 10A-10C, a subdivision of land in the City of Lee's Summit, Jackson County, Missouri, being more particularly described by Phelps Engineering, Inc., CLS-2007001128, for project 240017, on April 1, 2024, as follows:

Beginning at the Northwest corner of said Lot 10C; thence S 86°51'50" E, along the North line of said Lot 10C, a distance of 306.85 feet, to the Northeast corner of said Lot 10C, said point also being on the Westerly Right-of-Way line of NW Ward Road, as now established; thence Southerly along the East line of said Lot 10C, and said Westerly Right-of-Way line of said NW Ward Road, on a curve to the left, said curve having an initial tangent bearing of S 24°00'35" W, a radius of 760.00 feet, and an arc distance of 206.20 feet; thence N 86°50'12" W, a distance of 260.26 feet, to a point on the West line of said Lot 10C; thence N 3°08'10" E, along said West line of said Lot 10C, distance of 200.09 feet, to the Point of Beginning, containing 55,798 square feet or 1.2809 acres, more or less.

The foregoing tract of land is anticipated to be known as "**Lot 10D**" upon recording of that certain MINOR PLAT OF SUMMIT FAIR, LOTS 10D-10F, Replat of Lot 10C, Summit Fair Lots 10A-10C, a subdivision of land in the southeast quarter of Section 36, Township 48 North, Range 32 West, in the City of Lee's Summit, Jackson County, Missouri;

and

TRACT II:

All that part of Lot 10C, SUMMIT FAIR, LOTS 10A-10C, a subdivision of land in the City of Lee's Summit, Jackson County, Missouri, being more particularly described by Phelps Engineering, Inc., CLS-2007001128, for project 240017, on April 1, 2024, as follows:

Beginning at the Southwest corner of said Lot 10C; thence N 3°08'10" E, along the West line of said Lot 10C, a distance of 257.50 feet; thence S 86°50'12" E, a distance of 130.00 feet; thence S 3°08'10" W, a distance of 257.50 feet, to a point on the South line of said Lot 10C, said point also being on the North Right-of-Way line of NW Chipman Road, as now established; thence N 86°50'12" W, along said South line of said Lot 10C, and said North Right-of-Way line of said NW Chipman Road, a distance of 130.00 feet, to the Point of Beginning, containing 33,476 square feet or 0.7685 acres, more or less.

The foregoing tract of land is anticipated to be known as "**Lot 10E**" upon recording of that certain MINOR PLAT OF SUMMIT FAIR, LOTS 10D-10F, Replat of Lot 10C, Summit Fair Lots 10A-10C, a subdivision of land in the southeast quarter of Section 36, Township 48 North, Range 32 West, in the City of Lee's Summit, Jackson County, Missouri;

and

TRACT III:

All that part of Lot 10C, SUMMIT FAIR, LOTS 10A-10C, a subdivision of land in the City of Lee's Summit, Jackson County, Missouri, being more particularly described by Phelps Engineering, Inc., CLS-2007001128, for project 240017, on April 1, 2024, as follows:

Commencing at the Southwest corner of said Lot 10C; thence S 86°50'12" E, along the South line of said Lot 10C, a distance of 130.00 feet, to the Point of Beginning; thence N 3°08'10" E, a distance of 257.50 feet; thence S 86°50'12" E, a distance of 130.26 feet, to a point on the East line of said Lot 10C, said point also being on the Westerly Right-of-Way line of NW Ward Road, as now established; thence along the East line of said Lot 10C, and the Westerly Right-of-Way line of NW Ward Road for the following three (3) courses; thence Southerly on a curve to the left, said curve having an initial tangent bearing of S 8°27'54" W, a radius of 760.00 feet, and an arc distance of 66.73 feet; thence S 3°26'03" W, a distance of 163.70 feet; thence S 48°26'03" W, a distance of 38.61 feet, to the Southeast corner of said Lot 10C, said point also being on the North Right-of-Way line of NW Chipman Road, as now established; thence N 86°50'12" W, along the South line of said Lot 10C, and said North Right-of-Way line of said NW Chipman Road, a distance of 98.69 feet, to the Point of Beginning, containing 32,309 square feet or 0.7417 acres, more or less.

The foregoing tract of land is anticipated to be known as "**Lot 10F**" upon recording of that certain MINOR PLAT OF SUMMIT FAIR, LOTS 10D-10F, Replat of Lot 10C, Summit Fair Lots 10A-10C, a subdivision of land in the southeast quarter of Section 36, Township 48 North, Range 32 West, in the City of Lee's Summit, Jackson County, Missouri.

End of Exhibit

Exhibit B
to
Declaration of
Covenants, Conditions, Restrictions and Easements

Sign Standards

1. **General.** All Signs, whether or not included or excluded from the definition of such term herein (except such Signs as may be wholly within a Building and not visible from outside thereof) shall be conservative and in good taste, shall be identification signs as distinguished from promotional signs or billboards, and shall comply with the general purposes of this Declaration. No colored illumination and no exposed neon or bulbs shall be used without the prior approval of the Developer. All signs must be individually lettered and no signs shall consist of letters on a raceway. Product or service replicas or models shall be prohibited unless the same are conservative and in good taste, are for identification purposes as distinguished from promotional purposes, and shall comply with the general purposes of this Declaration. The Developer, or its agent, or authorized agents of Record Owners, shall be permitted to erect a reasonable number of Signs, which shall be conservative and in good taste, for the purpose of identifying the development and advertising the availability of Buildings and Building Sites therein, but, prior to the Turnover Date, the same shall only be permitted as authorized by the Developer. In addition to and notwithstanding the foregoing, all Signs shall comply with the "Tenant Sign Criteria" of the Preliminary Development Plan for Summit Orchard West pursuant to Ordinance No. 9551 passed by the City of Lee's Summit Missouri December 6, 2022 unless otherwise approved by the Developer and the City of Lee's Summit.

2. **Monument Signs:** Prior to the Turnover Date, no monument signs shall be permitted without the written approval of the Developer, which approval may be withheld in the sole and absolute discretion of the Developer. Prior to the Turnover Date, the proponent of any proposed monument sign must submit plans for review and approval of same by the Developer, showing color, height, and logo issued. Any approved monument signage must also conform to City's Zoning Code and signage regulations.

3. **Wall Signs:** Wall signs on main facade of the Center shall conform to the City's Zoning Code. Tenants facing more than one (1) Street frontage are allowed wall signage on other facades facing Street frontage. The maximum wall sign on each frontage shall not exceed ten percent (10%) of the signable area. A tenant may request variance to increase wall sign twenty-five percent (25%) more than the ten percent (10%) allowed ($\pm 12.5\%$) subject to the Developer's approval. Prior to the Turnover Date, a tenant shall provide drawing of Building elevation and location of signage, dimensioned, color and drawn to scale, along with a calculation of the wall area of the frontage covered by the sign for approval by the Developer. In calculating the signable area of a wall, which is the portion of the façade used in determining the percentage of coverage allowed:

(a) the amount of wall from ground level to the eaves of a pitch roof or the top of the parapet for other types of roofs shall be used. In addition to the above wall signs, a wall sign may also be displayed on the side or rear of a Building adjacent to an off-street parking

area or two way driving aisle with adjacent off-street parking if the off-street parking area and/or two way driving aisle is forty feet or more in width.

(b) The wall Sign shall be located flat against the wall of the Building or as flat as is possible allowing the sign to remain perpendicular to the ground. In no case shall the face of the sign extend more than eighteen inches (18") from the wall.

(c) The supporting members of the Sign (angle iron, guy wires, cable, bracing, etc.) shall be covered in such a way so that the members of the sign appear as an integral or architectural part of the Sign.

(d) Wall Signs shall not interrupt any architectural details of a Building or block or obstruct any doors or windows.

(e) Wall Signs may not be placed on awnings. No awning Signs are permitted without approval of the Developer.

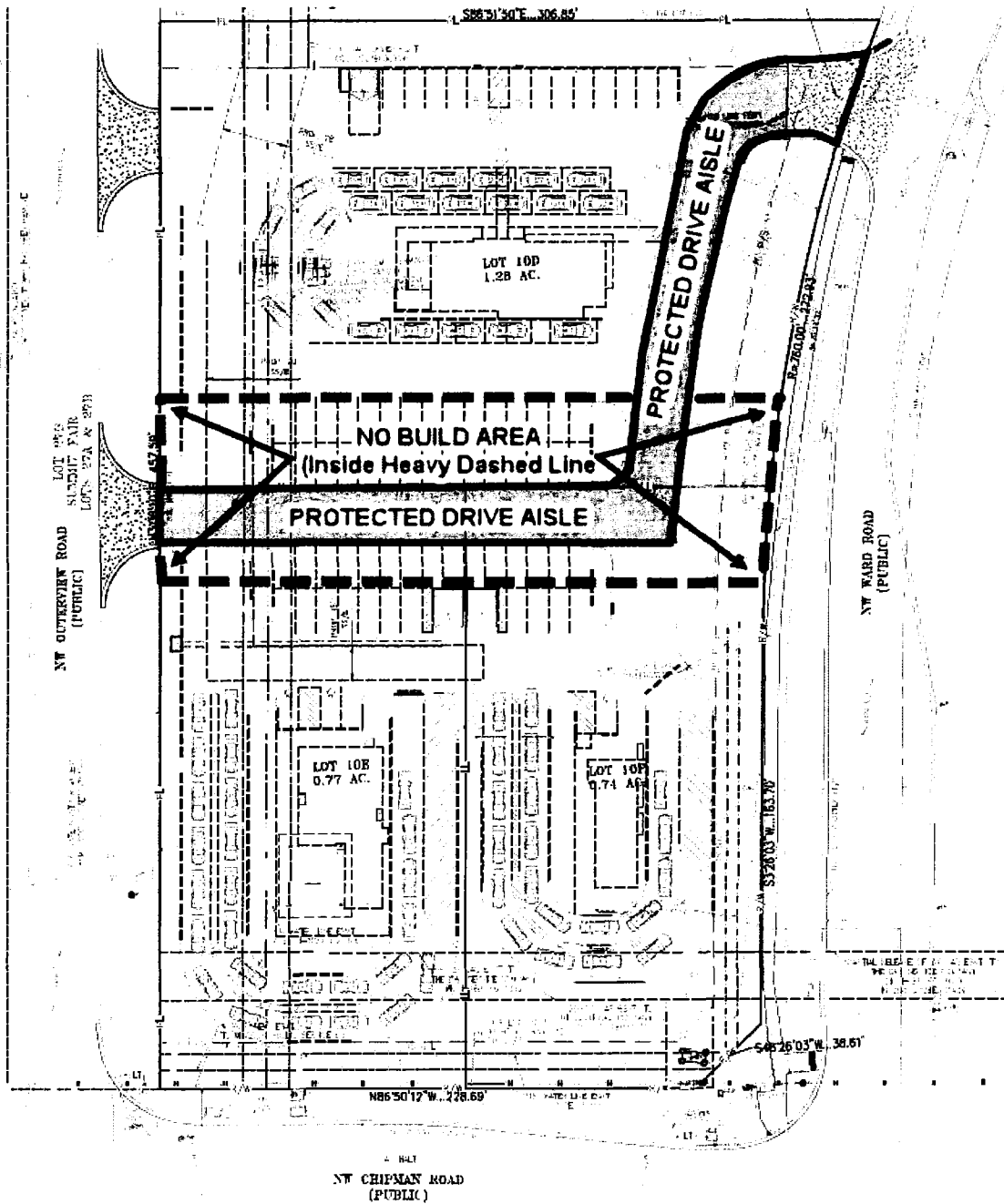
4. **Canopy Signs:** Signs may be placed upon any canopies which are placed along the width of a Building, extending toward the ground no more than twenty-five percent (25%) of the height of the Building provided it otherwise meets the standards of a wall sign. Owners or tenants must obtain approval from the City and the Developer for any such Signs.

5. **Menu Boards and Services Offered Boards.** Each drive-up, drive-through or drive-in restaurant shall be permitted signage in addition to that described above with the consent of the City and, prior to the Turnover Date, the Developer.

End of Exhibit

Exhibit C
to
Declaration of
Covenants, Conditions, Restrictions and Easements

Site Plan showing Protected Drive Aisle and No Build Area



***This exhibit is solely for the purpose of depicting the Protected Drive Aisle and No Build Area; other Improvements shown hereon are subject to change.**

End of Exhibit