

DECLARATION of COVENANTS & RESTRICTIONS

(For Purchased Property)

Developer will provide the Purchaser a recorded copy of the Declaration of Covenants and Restrictions which will establish the following controls on use and construction on the Property:

- (1) *Architectural review* by Seller prior to construction including review of Site Plan, Floor Plan, Elevations, building materials, roofing materials, dumpster pad location, exterior lighting fixtures and other items associated with the architecture of the facility.
- (2) *Restrictive Covenants* establishing uses and prohibited uses. Restrictive Covenants will also include restrictions on lot maintenance, sweeping of parking lots, lawn care, landscaping, building modifications and other items related to operation and development of the subject property.
- (3) *Common lighting standards* for all lots will be selected and specified by Seller prior to closing for parking lot fixtures adjacent to a private drive sharing in the cost of operating the street lights, with Seller selecting style of lighting fixtures for development.
- (4) *Signage standards* for each out lot restricted to 150 square feet, 25 feet in height, with style and design to be approved by Seller.
- (5) *Storm drainage requirements* for the Property, with Seller to provide storm water hook up to the Property at each lot line.
- (6) *Lot maintenance requirement*, with Purchaser to pay Seller \$60.00 per acre x 15 cuts = \$900.00 per acre/per year for cutting grass until construction of improvement on the Property is complete.
- (7) *Private road maintenance* for lots adjoining the private drive each lot owner shall pay \$500.00 per acre for first year and adjusted annually with a maximum of 4% increase per year.
- (8) *Reciprocal access easements* allowing adjacent property owners to use entrance drives per the Site Plan.
- (9) *Retention Pond Assessment* of \$500.00 per acre for the first year, adjusted annually with a maximum of 4% increase per year. The assessment will be used to maintain the retention pond.
- (10) *Private Drive Lighting Assessment* for lots that are adjoining the private drive. Each lot owner shall pay the Seller a prorated share of improvements, maintenance and monthly utility cost.
- (11) Seller shall deliver *water, sewer, and electrical utilities* to the property line.
- (12) Purchaser to use *sod* recommended by Seller on all grassed areas.