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LEE COUNTY
MOLLIE A. MCINNIS
REGISTER OF DEEDS

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PREPARED BY AND MAIL TO:

WILLIAMS MULLEN MAUPIN TAYLOR (DRD)
P.O. DRAWER 19764
RALEIGH, NC 27619-9764

**OPERATING AND EASEMENT AGREEMENT AND
DECLARATION OF COVENANTS FOR HORNER PLACE**

**THIS OPERATING AND EASEMENT AGREEMENT AND DECLARATION OF
COVENANTS FOR HORNER PLACE ("OEA")** by **CAROLINA DH V, LLC**, a North Carolina
limited liability company ("Declarant"), is made as of May 15, 2007.

RECITALS:

1. Declarant is the owner of the following tracts of real property located in Lee County, North Carolina:

(A) That certain tract or parcel of land containing approximately 1.39 acres and identified as "New Lot 1" on a plat of survey (the "Plat") entitled "Kerr Drug Horner Boulevard", dated January 24, 2007, prepared by Commercial Site Design and recorded in Book of Maps 2007, Page 95, Lee County Registry ("Lot 1"); and

(B) That certain tract or parcel of land containing approximately .96 acres and identified as "New Lot 2" on the Plat ("Lot 2"); and

(C) That certain tract or parcel of land containing approximately 1.15 acres and identified as "New Lot 3" on the Plat ("Lot 3").

2. The term "Tract" shall mean any of the above-described tracts of real property; the term "Entire Tract" shall mean all of the above-described tracts of real property.

3. Declarant intends to develop the Tracts as a commercial development including but not limited to retail, service and office uses. The proposed development shall be known as Horner Place (the "Project").

4. To facilitate the proposed development of the Project, Declarant, for itself and its successors and assigns, desires to create certain easements and restrictive covenants encumbering the Entire Tract in accordance with the terms of this OEA.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions herein contained, and other good and valuable consideration, the legal sufficiency of which are hereby acknowledged, Declarant does hereby declare and establish the following:

ARTICLE 1 Incorporation of Recitals

All of the foregoing recitals are hereby incorporated into and made a part of this OEA as if they were fully set forth in this Article 1.

ARTICLE 2 Certain Definitions

The following terms shall, except where the context otherwise requires, have the respective meanings hereinafter specified:

(a) The parties hereto contemplate that site plans will be filed with and approved by the Town of Sanford, as required, for all parts of the Entire Tract which may include without limitation elevations, landscaping plans, locations of improvements on each Tract, signage, color schemes and building materials. The term "**Approved Plans**" shall mean the site plans approved by the Town of Sanford, as required, so long as such Approved Plans comply with the terms of this OEA and are approved in writing by the Declarant.

(b) The term "**Declarant**" shall mean Carolina DH V, LLC, or any legal successor thereto, or any person who shall succeed in whole or in part, by assignment or otherwise, to its rights and obligations hereunder.

(c) The term "**Person**" shall mean an individual, corporation, trust, partnership, limited liability company or unincorporated organization.

(d) The term "**Record Owner**" shall mean the fee simple owner of any part of the Entire Tract, as shown on the records of the Register of Deeds, Lee County, North Carolina, as of the date of any action to be taken by such Record Owner under the provisions of this OEA, and shall also mean and include any person designated in writing, whether in a lease or otherwise, by any such Record 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.

(e) The term "**Restrictions**" shall mean the covenants, conditions and restrictions upon and subject to which the Entire Tract, or any part thereof, shall be improved, held, leased, sold and/or conveyed, all as set forth in this OEA, as the same may be amended by from time to time as herein provided.

(f) The term "**Structure**" shall mean any physical object or improvement temporarily or permanently affixed to the land, except grass, shrubbery, trees or other landscaping. The term Structure shall include without limitation any buildings and other improvements, including utility lines, driveways, signs (including without limitation, pylon, monument and building signage), parking areas, lights, curb-cuts, access ways, landscaping, retaining walls, site preparation and site development work erected or performed on the respective Tracts.

(g) The term "**Shared Use Areas**" shall mean the following areas and structures all of which shall be used by and for the mutual non-exclusive benefit of all of the Record Owners: (i) the interior drive that provides access to West Rose Street on one end and South Horner Boulevard on the other end (the "Shared Drive"); (ii) the entrance features at each driveway entrance onto a public street; and (iii) the landscaping in the areas adjacent to public streets (collectively the "Shared Use Areas"), all as depicted on that certain Site Plan entitled "Kerr Drug Fidelity Bank & Medical Office Building S. Horner Boulevard", prepared by Commercial Site Design, having a last revision date of 4-18-07, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Site Plan").

ARTICLE 3 **General Purposes of Restrictions**

The Entire Tract is hereby subjected to the Restrictions for the following purposes:

(a) To encourage development of the Entire Tract in a manner which is free from danger of fire, explosion, toxic and noxious matter and other hazards, and from offensive noise, vibration, smoke, dust odorous matter and other objectionable influences.

(b) To protect the Entire Tract against congestion by limiting the bulk of buildings in relation to the land around them and to one another.

(c) To promote the proper and most desirable use and development of the various parts of the Entire Tract in accordance with a well considered plan.

(d) To preserve the value of each Tract comprising the Entire Tract.

(e) To protect against construction of Structures that are of poor design or quality and to encourage construction of improvements, utilizing good quality and attractive material

and good architectural and planning standards, compatible with other improvements in the Entire Tract.

ARTICLE 4 Structures

No Structure shall be built, replaced or modified on any portion of the Entire Tract unless such Structure is built in accordance with the Approved Plans for such Structure, and in accordance with the Architectural Guidelines attached hereto as **Exhibit "B"** and incorporated herein by reference..

ARTICLE 5 Parking

Parking. It will be the responsibility of each Record Owner to provide at all times sufficient parking and loading facilities on its Tract to comply with the minimum standards established by applicable governmental laws and ordinances, and each Record Owner shall be responsible for compliance with the provision of this Article by its employees, customers, visitors, invitees, and motor carriers serving the Tract.

ARTICLE 6 Landscaping and Maintenance of Grounds, Buildings, Driveways and Parking Areas

6.01 Landscaping of Grounds. All areas not used for buildings, drives, walks, parking and loading areas, Structures or shown as natural areas or non-landscaped areas on the Approved Plans, must be attractively landscaped and maintained. All garbage receptacles and loading areas shall be adequately screened from the adjacent properties in accordance with the Approved Plans.

6.02 Grounds Maintenance. The Record Owner of each Tract shall (even during the construction of any Structure on such Tract) keep its Tract free of rubbish and trash and shall keep grass, weeds and undergrowth mowed so as to keep the Tract in a safe, sightly, neat and clean condition and shall comply with all governmental, health and police requirements.

6.03 Landscape Maintenance. Except for the Shared Use Areas, landscaping, once installed, shall be maintained by the Record Owner or tenant of each Tract in a neat and adequate manner, which shall include the watering and mowing of lawns, trimming of hedges, and removal of weeds from planted areas on the Tract and adjacent public rights-of-way up to the edge of the property. Maintenance of the landscaping shall include replacement on an as-needed basis of all plant material included in the approved landscaping plan.

6.04 Driveways, Parking Areas, Sidewalks and Loading Areas. Except for the Shared Use Areas, all portions of any Tract used for driveways, parking areas, sidewalks and loading areas shall be paved with a dust-free, all-weather surface and shall be kept in good condition and state of repair (free of all pot holes and cracks) by the Record Owner.

6.05 Maintenance of Signs and Lighting. The Record Owner of each Tract shall be responsible for maintaining in good working order all signs and lighting on its respective Tract; provided, however, that it is contemplated that a monument sign will be located near the Shared Drive entrance onto South Horner Boulevard to serve as identification for the business or businesses operating on Lot 2. The Record Owner of Lot 2 shall be solely responsible for the costs of installation and maintenance (and lighting, if any) of this sign.

6.06 Failure to Comply. In the event any Record Owner does not comply with the provisions of this Article, within thirty (30) days after receipt of written notice thereof from the Declarant, the Declarant shall have the right to enter on the Tract and perform the work specified in the notice and the Record Owner, each having joint and several liability for the reasonable costs of any such work completed by Declarant. If the cost of such work is not paid within thirty (30) days after demand is made therefor upon such Record Owner, it shall become a lien on such Tract, enforceable in the same manner as and treated as a lien created pursuant to N.C.G.S. Section 47F-3-116(a), and subject to all of the provisions of N.C.G.S. Section 47F-3-116, specifically including without limitation subsection (f) relating to holders of first mortgages or first deeds of trust.

ARTICLE 7

Shared Use Areas

7.01 Maintenance of the Shared Use Areas. The Record Owner of Lot 1 shall be responsible for all maintenance of the Shared Use Areas. Maintenance shall include, but is not limited to, repair, painting, striping and replacement of the Shared Drive, curbs, gutter, sidewalks and landscaping (if the Record Owner of Lot 1 deems it necessary); snow removal on the Shared Drive, clean up, sweeping or any such task Declarant deems necessary to keep the Shared Use Areas reasonably clean and neat. Any Record Owner may perform additional maintenance, cleaning, and grounds keeping, at their sole expense, so long as Declarant has authorized, in writing, said additional work. All of the costs incurred in connection with the maintenance of the Shared Use Areas shall be apportioned among the Record Owners of the Entire Tract by multiplying the overall costs of maintenance of the Shared Use Areas by that fraction which has as its numerator the Record Owner's acreage of its respective Tract and the denominator which is the overall acreage of the Entire Tract. In the event any Record Owner fails to pay within ten (10) business days of being given a written request for costs incurred in connection with maintenance and repair of the Shared Use Areas, the Record Owner of Lot 1 shall be entitled to exercise any rights and remedies as set forth in Section 6.06.

ARTICLE 8
Outside Storage and Containers

8.01 Outside Storage. Except during initial construction of any Structure or other improvements, or repair or replacement thereof, no outside storage of any type, including but not limited to materials, supplies, equipment, finished or semi-finished products, raw materials or articles of any nature shall be stored or permitted to remain on any Tract outside of the building or buildings constructed thereon, without the prior written approval of the Declarant. Any permitted storage shall be screened or fenced in a manner so as to not be objectionable to any occupant of any other Tract in the Entire Tract.

8.02. Waste Containers. Facilities for storage of waste and rubbish shall be maintained in closed metal containers and screened from public view by: (i) landscaping; (ii) masonry walls, with brick veneer; or (iii) masonry walls with brick veneer or cedar wood fencing. Such storage facilities shall be in those locations approved by the Declarant in writing only and shall comply with all applicable laws and ordinances.

ARTICLE 9
Permitted and Prohibited Uses

9.01. Operations. No operation shall be conducted on the Entire Tract or any part thereof which results in the emission of noise, smoke, dust, dirt, odor, or vibration to an extent to be reasonably objectionable to any other Record Owner or occupant of other Tracts in the Entire Tract. Typical construction activities shall not be deemed to violate this Section 9.01.

9.02. Prohibited Uses. No part of the Entire Tract shall be used for the following: (a) any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation; (b) any mobile home 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); (c) any auction house operation; (d) any automobile, truck, trailer, boat or recreational vehicle sales, leasing, display or body shop repair operation; (e) any establishment selling or exhibiting pornographic materials; (f) any flea market or amusement park; (g) any gambling facility or operation other than the sale of lottery tickets, Power Ball tickets or other gambling as regulated by the North Carolina Lottery Commission, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall; (h) any use which permits the use of hazardous materials on, about, under or in its parcel except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all environmental laws; (i) any communication towers or antennae except for satellite dishes serving only the business or businesses located on the Entire Tract; and (j) any use which emits an obnoxious odor, noise or sound (provided that this restriction shall not prohibit the use of any of the Entire Tract for restaurant uses).

In addition to the uses prohibited in the preceding paragraph, no part of the Entire Tract shall be used for the following:

- (i) any "second hand" store, "surplus" store or pawn shop;
- (ii) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
- (iii) any central laundry, dry cleaning plant, or laundromat;
- (iv) any establishment exhibiting either live or by other means to any degree, nude or partially clothed dancers or wait staff and/or any massage parlors or similar establishments;
- (v) any bar, tavern, restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds sixty percent (60%) of the gross revenues of such business, provided this shall not prohibit or restrict any family oriented sit down restaurant;
- (vi) any amusement or video arcade (except a first class entertainment retail operation or incidental to a restaurant), flea market, pool or billiard hall.
- (vii) any church, school, meeting hall, dance hall or auditorium;
- (viii) any fictitious going-out-of-business sale, "lost our lease" sale or similarly advertised event;
- (ix) any bowling alley or skating rink;
- (x) any veterinary hospital or animal boarding facility.

9.03. Exclusive Use. Neither Lot 2 nor Lot 3 shall be used for the sale or dispensing of prescription drugs; provided, however, that as long as Lot 2 is used as a medical doctor's office, free samples of prescription drugs may be given to patients of any medical doctor practicing medicine on Lot 2. For so long as Lot 2 is used as a medical doctor's office, neither Lot 1 nor Lot 3 shall be used for the practice of medicine by one or more physicians, physician's assistants, nurse practitioners or any other healthcare provider who writes prescriptions for patients. If Lot 2 ceases to be used as a medical doctor's office, the restrictions set forth in the immediately preceding sentence shall terminate. This restriction shall not restrict on Lot 1 the dispensing of prescription and non-prescription drugs and medications, clinical pharmacist programs to monitor and manage patient

medication, medication therapy, pharmacist counseling and services, optometrists, dental services, psychologists and therapists.

ARTICLE 10
Subdivision and Zoning

10.01 Subdivision. The owners of Lot 3 and Lot 2 shall not have the right to pursue any subdivision or recombination of their respective tracts without the prior written consent of the owner of Lot 1.

10.02. Zoning. The owners of Lot 3 and Lot 2 shall not have the right to pursue any change in the current zoning classification of their respective tracts without the prior written consent of the owner of Lot 1.

ARTICLE 11
Easements and Parking

11.01 Easement for Ingress and Egress. The owners of Lots 1, 2 and 3, as grantors, hereby grant to each other, as grantee, and to the permittees, of each grantee, a perpetual nonexclusive easement over, upon and across the roads, driveways, exits, entrances, parking lots and curb cuts of their respective Tracts as they exist from time to time for vehicular and pedestrian parking, ingress, egress and regress to and from the respective Tracts and any curb cuts onto public streets from the respective Tracts. The owner of each Tract may erect curbs or bumper stops on their respective parcels in order to define the boundaries thereof, however, no owner of any Tract shall erect any barriers to prohibit or prevent the use and enjoyment of the non-exclusive easement rights granted under this Article 11.

11.02 Waste Container Easement. The owner of Lot 2 hereby grants to the owner of Lot 1 a perpetual non-exclusive easement over that certain portion of Lot 2 as depicted on the Site Plan for the placement and use of a waste container and associated improvements, including without limitation pads and screening ("Waste Container Easement"). The owner of Lot 2 also grants the owner of Lot 1 the right to ingress and egress across Lot 2 to access the Waste Container Easement. The owner of Lot 2 shall also have the right to use the area subject to the Waste Container Easement for the placement and use of a waste container. The Record Owners of Lot 1 and Lot 2 shall share equally the cost of maintenance of the waste containers and the improvements located within the Waste Container Easement.

11.03. Priority of Easements. All easements as specified herein are to be superior to all leases, sales, conveyances, transfers, assignments, contracts, mortgages and other encumbrances and documents in any way affecting the Entire Tract, and each and every portion thereof, and any party foreclosing any such mortgage, deed of trust, lien or encumbrance, and all persons or entities acquiring title or interest in any portion of the Entire Tract shall acquire and hold the title of such property or any portion thereof subject to the aforementioned easement.

ARTICLE 12
Indemnification and Insurance

The Record Owner of each Tract hereby agrees to defend, in the event of litigation, indemnify, and hold the Record Owners of each other Tract and their respective successors in interest, heirs, grantees, devisees and assignees, tenants, licensees, invitees and agents harmless from any and all claims for injury or death to persons or damage to or loss of property arising out of or alleged to have arisen out of or occasioned by the construction, use, operation and maintenance by such Record Owner of the buildings, improvements, structures, parking areas, utilities, driveways, sidewalks and landscaped areas on each respective Record Owner's Tract, unless such damage or injury shall have been due to the negligence, omission or intentional act of such other party, or their respective successors, devisees, assignees, agents, tenants, licensees or invitees.

Each Record Owner of each Tract shall maintain or cause to be maintained in full force and effect comprehensive public liability insurance with a financially responsible insurance company or companies licensed to do business in the State of North Carolina 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 such owner's Tract or the improvements located thereon; and such insurance shall provide for a limit of not less than One Million Dollars (\$1,000,000.00) for personal or bodily injury or death to any one person, a limit of not less than Two Million Dollars (\$2,000,000.00) for personal or bodily injury or death to any number of persons arising out of any one occurrence, and a limit of not less than One Million Dollars (\$1,000,000.00) in respect of any instance of property damage. Such insurance shall extend to the contractual obligation of the insured owner arising out of the indemnification obligations set forth in this OEA. Upon request in writing, each owner shall furnish to any other owner the same evidence that the insurance described above is in full force and effect. All policies of insurance carried by any owner pursuant to the terms of this Article 12 shall name each other owner of the Entire Tract as an additional insured.

ARTICLE 13
Enforcement

13.01 Benefited Parties. The easements, conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of Declarant and the now and future Record Owners of every part of the Entire Tract; shall create mutual, equitable servitudes upon each Tract in favor of every other such Tract ; and shall create reciprocal rights and obligations between and among Declarant and the respective Record Owners and tenants of all Tracts and privity of contract and estate between Declarant and all Record Owners, their heirs, successors and assigns.

13.02 Parties Entitled to Enforce. These conditions, covenants, restrictions and reservations may be enforced by the Declarant or any Record Owner. Violation of any condition, covenant, restriction or reservation herein contained shall give to the Declarant and any Record Owner, the right to bring proceedings at law or in equity against the party or parties 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 and reservations 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 Declarant 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 of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive.

13.03 Priority. All Restrictions and other provisions herein contained shall be deemed prior and superior to all mortgages and deeds of trust hereafter executed upon land subject to this OEA, and to all leases covering part or all of any Tract; provided, however the violation of these Restrictions shall not defeat nor render invalid the lien of any mortgage or deed of trust 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 land is sold under foreclosure of any mortgage or deed of trust, any and all of such properties purchased subject to all of the restrictions and other provisions hereof as fully as if he were an original party to this OEA.

ARTICLE 14
Miscellaneous

14.01 Notice. All notices, consents, approvals or other communications (herein called Notices) required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid:

If to Declarant:	Carolina DH V, LLC Attn: G. Johnson Rice, Jr., Esq. 3220 Spring Forest Road Raleigh, North Carolina 27616
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or to any Record Owner at the address specified in the deed to the Record Owner owning the Tract. Any Record Owner may change the address to which notices are to be sent in the manner herein before provided. Notices shall be deemed given on the date of the registration or certification thereof. No party entitled hereunder to give notice shall be bound by any change in record ownership of any Tract until it has been given notice of such change in ownership in the manner herein provided for the giving of notices.

14.02 Record Owners Consent. Every person who now or hereafter owns or acquires any rights, title, estate or interest to any portion of the property covered hereby is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not reference to this OEA is contained in the instrument by which such person acquired an interest in said property.

14.03 Rules of Construction. It is specifically provided and agreed that any rule of construction requiring documents to be construed most strictly against the party preparing such documents shall be inapplicable to this OEA.

14.04 Headings. Section headings are inserted for convenience only and are not intended to be a part of this OEA or in any way to define, limit, or describe the scope or intent of the particular paragraph to which they refer.

14.05 Severability. If any provisions of this OEA is held to be invalid by any court, the invalidity of such provisions shall not affect the validity of the remaining provisions hereof, and for the purposes hereof all covenants as contained herein shall be deemed to be severable each from the other without qualification.

14.06 Applicable Law. This OEA and the separate provisions thereof shall be construed and enforced in accordance with the laws of the State of North Carolina without regard to principles of conflict of laws.

14.07 No Partnership. Neither anything in this OEA nor any acts of Declarant or of any Record Owner shall be deemed for any reason or purpose to create the relationship of principal and agent, or of joint venture, or of partnership, or of any association between or among the Declarant and any Record Owner.

14.08 Time of the Essence. Time is of the essence as to each and every provision of this OEA.

14.09 No Waiver. The failure of the Declarant 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 its or their right subsequently to do so, nor shall it be deemed a waiver of any subsequent default or of the continuation of any existing default.

14.10 Duration and Amendment. This OEA 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 Declarant or any Record Owner through and including December 31, 2056. This OEA may be amended at any time by the unanimous written consent of all of the Record Owners of the Entire Tract.

IN WITNESS WHEREOF, the Declarant has caused this OEA to be duly executed as of the date first above written.

CAROLINA DH V, LLC, a North Carolina limited liability company

By: Carolina Development Holdings, Inc., a North Carolina corporation, Managing Member

By: *G. Johnson Rice, Jr.*
Name: G. Johnson Rice, Jr.,
Title: President

Wake County
North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **G. JOHNSON RICE, JR.**

Date: 5.15.07

Kathryn R. Carroll
Kathryn R. Carroll, Notary Public
(print or type name)

(affix official seal)

My commission expires: November 19, 2007

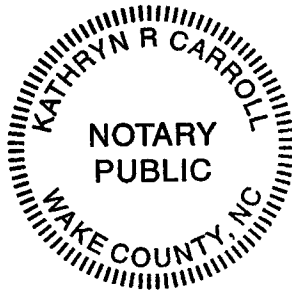
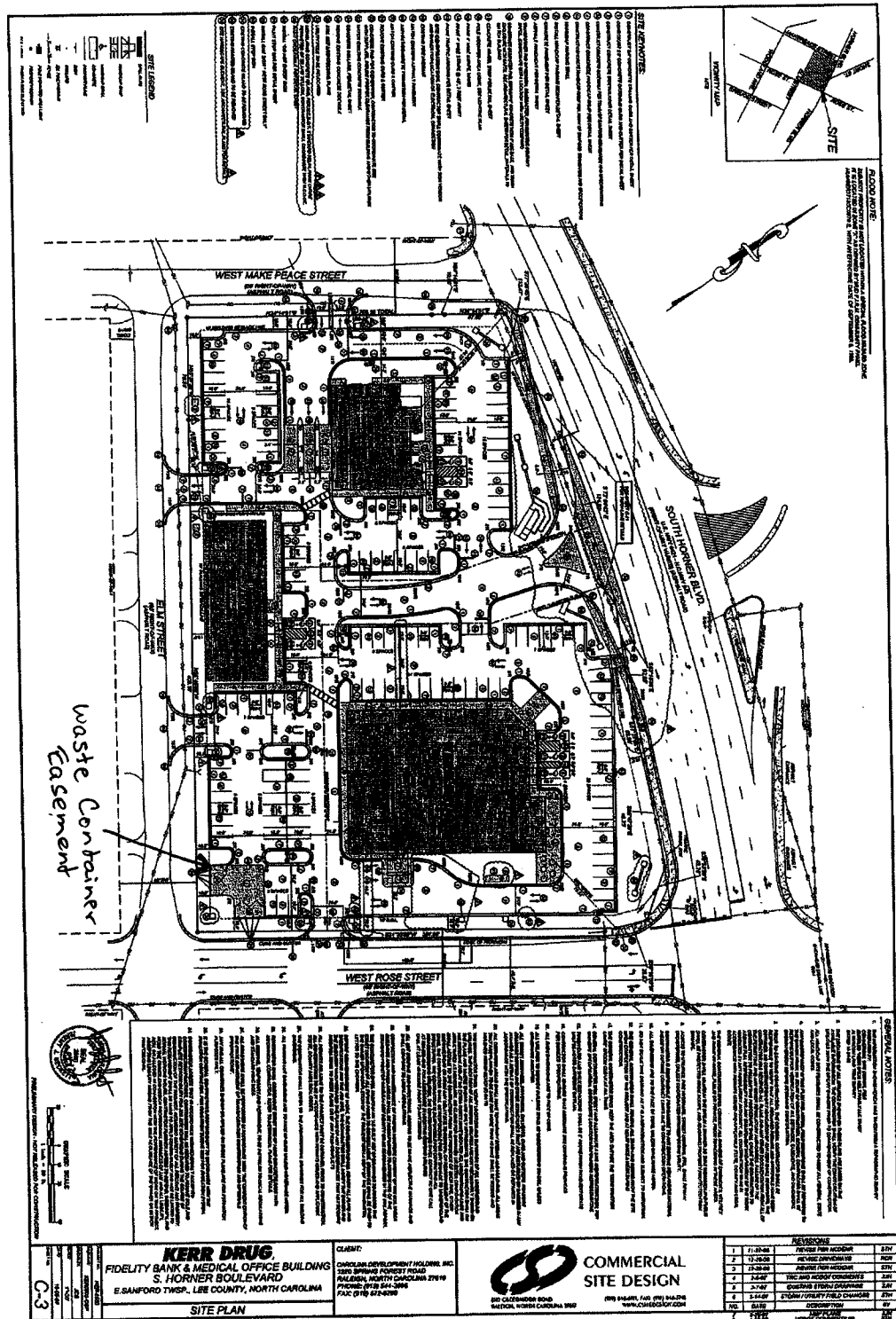


Exhibit "A"

Site Plan



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

Exhibit "B"

Architectural Guidelines

Architectural Design Guidelines
Horner Place
Sanford, North Carolina

February 15, 2007

1. Project Description

- a. The development consists of a 3.54 acre site including a Kerr Drugs retail store, a branch Fidelity Bank and a one story medical office building.
- b. The project is bounded by Horner Boulevard, West Rose Street, Elm Street and West Make Peace Street.
- c. In addition to the three main buildings, entrance monumentation will be provided at vehicular entrances.

2. Architectural Design Committee (ADC)

- a. The members of the Architectural Design Committee shall be selected and approved by Carolina Development Holdings, Inc. All building structures, entrance monuments, landscaping, site furnishings and hardscape are to be reviewed and approved by the Architectural Design Committee (ADC).
- b. Before commencing the construction, redecorating, painting, reconstruction, relocation or alteration of any exterior portions of buildings, additions, enclosures, fences, loading docks, entranceways, exitways, curb cuts, parking facilities, landscaping, planting, storage yards or any other structures or permanent or temporary improvements on the property, the owner shall first submit the preliminary plans to the ADC showing the following set forth items or such other items as the ADC may reasonably request: site plan showing the location of all improvements, including but not limited to, landscape plan, floor plan, building elevations, schedule of colors, finishes and materials for exterior surfaces for all structures; perspective drawing or rendering showing at least the side of the structure containing the primary entrance; exterior signage program; and site lighting program.
- c. The ADC shall not arbitrarily or unreasonably withhold or delay its approval of the plans. The ADC shall be entitled to base its approval, with respect to the nature of the different uses on a proposed plan's conformity, to the Design Guidelines.

3. Landscaping

- a. All landscaping shall be designed and approved by the ADC. This is to include all grassy areas, groundcover, shrubbery, trees and raised planters and planting beds. All plantings will be installed and maintained by the appropriate land owner.

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4. Site Furnishings

- a. All site furnishings shall be chosen and approved by the ADC.
- b. Site furnishings include all site lighting, street lights, specialty landscape lighting, flags and banners, bollards, trash receptacles, mailboxes and water features.

5. Hardscape

- a. All hardscape shall be designed and approved by ADC.
- b. Hardscape includes all paving materials, sidewalks, curbs, site monuments, entry walls, entry columns, pylon sign bases and dumpster enclosures.

6. Signage

- a. Design shall be in accordance with the requirements of the City of Sanford including both height and lighting requirements.
- b. Pylon signs and building signage shall be reviewed and approved by the ADC.
- c. Vertical supports for pylon signs shall be masonry or a building material approved by the ADC. Painted metal poles will not be allowed.
- d. Signage for traffic control, street labeling and building numbering shall be reviewed and approved by the ADC.

7. Architecture

- a. Building heights shall not be more than one story with accompanying parapets and tower features. The roof design and parapet walls shall sufficiently screen all roof-top equipment.
- b. Exterior wall materials of the buildings will be limited to masonry and EIFS (stucco). Approved face brick veneer include Lee Brick #450 and Carolina Ceramics Burgundy D/S. Approved split-faced concrete masonry units include Adams #816 and Johnson Block #JCW-111. Approved EIFS color shall be equal to Dryvit color #456 Oyster Shell.
- c. All buildings and improvements constructed or erected upon the site shall conform to the minimum standards specified by the applicable governmental building codes in effect at the time of such construction as well as to all other rules, regulations, requirements, ordinances and laws of any local, state or federal governmental units or authorities having jurisdiction thereof. No permission or approval granted by the ADC with respect to construction pursuant to the Guidelines shall constitute or be construed as an approval by it of the structural stability or design of any building, structure or other improvement and no liability shall accrue to the ADC in the event that any such construction shall subsequently prove to be defective, nor shall any approval be considered evidence that the same comply with other restrictions applicable to the lot. No structure of a temporary nature shall be allowed on any lot at any time except that of an owner's contractor and subcontractor during the period of construction of improvements, except with the approval of the ADC.

- d. Exposed roof materials shall be reviewed and approved by the ADC.
- e. Awnings shall be allowed with the colors matching or complementing the brickwork and storefront framing and approved by the ADC.
- f. All building lighting for egress and under canopy will be subject to ADC approval. Façade lighting should focus attention on significant features, such as major entrances, and accentuate the detail of the buildings. There will be no up-lighting allowed on the exterior of the buildings.

8. Miscellaneous

- a. All utilities shall be underground and out of sight. All satellite dish receivers and mechanical equipment are to be roof mounted and out of sight.
- b. Water feature pump house shall be contained within the structure of the feature itself along with all water supply and drainage and electrical connections for pumping and lighting. All design aspects will be approved by ADC prior to construction.