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Grantor: GATES REAL ESTATE LLC Grantee: GATES REAL ESTATE LLC

Instrument Type: DECL Recording Fee: \$90.00 S

No. of Pages: 23

Bettie Johnson Recorder of Deeds

Title of Document:

DECLARATION OF COVENANTS, EASEMENTS

AND RESTRICTIONS OF THE GATES, PLAT NO.1-

REARRANGEMENT

Date of Document:

JUNE 4, 2014

Grantee(s):

Gates Real Estate, LLC

Statutory Mailing Address:

6000 S. Hwy KK

Columbia, Missouri 65203

Legal Description:

Tract 101 as shown on The Gates, Plat No. 1-Rearrangement recorded in Plat Book 48 at Page 27 of the Records of Boone County, Missouri.

Tract 102 as shown on The Gates, Plat No. 1-Rearrangement recorded in Plat Book 48 at Page 27 of the Records of Boone County, Missouri.

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Tract 130 as shown on The Gates, Plat No. 1-Rearrangement recorded in Plat Book 48 at Page 27 of the Records of Boone County, Missouri.

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Reference Book and Page(s):

Book: 48 Page: 27

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DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS OF THE GATES, Plat 1

WHEREAS, Gates Real Estate, LLC, a Missouri limited liability company (hereinafter referred to as "Developer") is the owner of the following described real estate situated in Boone County, Missouri, to-wit:

Tract 101 as shown on The Gates, Plat No. 1-Rearrangement recorded in Plat Book 48 at Page 27 of the Records of Boone County, Missouri.

Tract 102 as shown on The Gates, Plat No. 1-Rearrangement recorded in Plat Book 48 at Page 27 of the Records of Boone County, Missouri.

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WHEREAS, Developer desires to place the covenants and restrictions contained herein upon all of the above described Lots for its own benefit and for the benefit of all future owners of said Lots and to create the easements contained herein; and

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WHEREAS, Developer desires that said covenants and restrictions shall constitute covenants running with the land and that present and all future successive owners of said Lots shall have the right to invoke and enforce said restrictions;

NOW, THEREFORE, Developer does hereby impose the covenants and restrictions herein set out on Lots 101 through 131, both inclusive, of THE GATES, Plat No.1–Rearrangement, as shown by plat recorded in Plat Book <u>48</u>, Page <u>27</u>, Deed of Records of Boone County, Missouri, and any Lot hereafter annexed to this Declaration as provided herein and designated as a Lot, which covenants and restrictions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said covenants and restrictions shall be binding upon the undersigned and its successors in title to the above described Lots and to its successors and assigns forever, to-wit:

USE RESTRICTIONS

- 1. Each Lot and the dwelling erected on each Lot shall be used only for single family residential dwelling purposes as defined by the Ordinances of the City of Columbia, Missouri, and for no other purpose.
- 2. No automobile, truck, trailer, boat, personal watercraft or ATV, mobile home, camper, recreational vehicle or other type of vehicle shall be parked in the public road right-of-way for more than twenty-four (24) hours.
- 3. No partially dismantled, non-operating, wrecked, junked or discarded vehicle or equipment of any kind shall be permitted to remain upon any Lot or upon any of the public roadways abutting any Lot.
- 4. No automotive or equipment manufacture, rebuilding, repair or maintenance shall be permitted on any Lot except for normal periodic vehicle maintenance.
- 5. No fuel storage tank of any kind, above or below ground, shall be permitted on any Lot.

- 6. No household trash or waste shall be burned on any Lot.
- 7. No basketball goal, whether permanent or portable, shall be placed in the the public road right-of-way.
- 8. All recreational or play structures (other than basketball goals) located on a Lot must be located behind the rear line of the dwelling (extended to each side lot line).
- 9. No above ground swimming pool shall be permitted on any Lot.
- 10. No animal, livestock, poultry, bird or reptile of any kind shall be raised, kept or bred on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.
- 11. No Lot shall be used or maintained as a dumping ground, and rubbish, trash, garbage or other waste shall not be kept on the premises of any Lot except in sanitary containers. All containers or other equipment for the storage or disposal of such materials must be kept in a clean and sanitary condition.
- 12. No structure, planting or other materials shall be placed or permitted to remain on the easement areas on a Lot as shown on the Plat of the subdivision which may damage or interfere with the installation and maintenance of the utility facilities.
- 13. No temporary structure, basement, tent, trailer, vehicle, garage, barn, or outbuilding shall be used on any Lot at any time as a place of residence, either temporary or permanent.
- 14. After a Lot has been sold by the Developer, said Lot shall not be subdivided by deed, plat, survey, condominium declaration or otherwise into smaller lots, tracts or parcels; provided however, nothing contained herein shall prevent the Developer from subdividing any Lot owned by the Developer into smaller lots, tracts or parcels or from amending lot lines, or from combining lots, or from eliminating lots, or otherwise amending the boundary lines of any Lot.

- 15. With the prior written approval of the Architectural Control Committee, a Lot owner may convey a portion of that Lot owner's Lot to an adjoining Lot owner so as to permit minor adjustments of boundaries between Lots; however, no such conveyance shall have the effect of creating an additional Lot or shall have the effect of permitting more than one dwelling to be constructed on a Lot.
- The Developer shall have and does hereby reserve the right to locate, relocate, erect, construct, maintain, use, and authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary sewers, storm sewers, gas mains and lines, water mains and lines, electric, telephone and cable television lines and other utilities and to give or grant rights-of-way or easements therefor, over, under, upon and through all easement, right-of-way and common areas shown on the above described plat of THE GATES, Plat 1, and on any plat of any of the real estate hereafter annexed to this Declaration as provided herein.

BUILDING COVENANTS

- 17. "Finished Living Area" as used herein shall be exclusive of and shall not include basement area, open porches, patios, and garages.
- 18. A one-story dwelling (without a basement) must have at least 1,950 square feet of Finished Living Area.
- 19. A one-story dwelling (with a basement) must have at least 1,850 square feet of Finished Living Area above grade.
- 20. A one and one-half story dwelling or a two story dwelling or any other multi-level dwelling must have at least 2,200 square feet of Finished Living Area above grade.
- 21. No dwelling with a split foyer design shall be allowed.
- 22. No manufactured home, mobile home, house trailer, or modular home shall be allowed regardless of whether or not it is located on a permanent foundation.

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- 23. Vinyl and polymer siding shall not be allowed.
- 24. 3-tab roof shingles shall not be allowed.
- 25. No dwelling shall be permitted unless the entire front wall space of the dwelling, and the front two feet of each side wall, and the entirety of any side wall space facing a public road right-of-way is composed of brick, stone, stucco or EIFS (dryvit). Gables and dormers on the front wall space, the remainder of the side walls, and the rear wall may be composed of fiber cement siding or similar products. In the event a dispute occurs as to the location of the "front wall space" or the location of the "side wall space" the decision of the Architectural Control Committee shall control.
- 26. No dwelling shall be permitted unless the main roof contains a pitch of not be less than eight (8) inches of vertical rise for each twelve (12) inches of horizontal distance. In the event a dispute occurs as to the location of the "main roof" the decision of the Architectural Control Committee shall control.
- 27. No flue or chimney shall be constructed adjacent to the exterior wall of any dwelling unless the same is entirely enclosed either with masonry or with the same material as the exterior siding on the dwelling.
- 28. No dwelling including the attached garage shall be located closer to the boundary line of any Lot than the building lines shown on the above described plat of THE GATES, except this restriction shall not be applicable to porches, porticos, stoops, balconies, bay windows and other windows, eaves, chimneys and other similar projections.
- 29. No fence shall be constructed on any Lot unless the location and type of fence to be installed is approved by the Architectural Control Committee in writing. Black metal fencing shall be the standard. No chain link fence, wooden privacy fence, or vinyl fence shall be installed on any Lot, and no dog pen shall be installed on any Lot.
- 30. Any antenna or satellite dish or similar device attached to the exterior of any dwelling or upon any Lot must not be visible from any public roadway

abutting said Lot.

- 31. No dwelling or other structure on a Lot shall be permitted to remain with its exterior in an unfinished condition for longer than nine (9) months after the commencement of construction work on the same without the prior written consent of the Architectural Control Committee.
- 32. All Lot owners shall use the uniform mailbox selected by the Architectural Control Committee.

LANDSCAPING

- 33. The area between the front line of any Lot containing a dwelling and the front line of the dwelling, extended to each side lot line, must be sodded, have an irrigation system installed, and contain at least two (2) trees (1–1/2" caliper) with mulch beds in areas not designated for ingress/egress along the front of the dwelling containing a minimum of ten (10) shrubs. The area between a dwelling on a corner Lot and the public road right-of-way must also be sodded. The remainder of the Lot must be seeded with grass, and said sodding and seeding must be completed as soon as possible after the completion of the construction of the dwelling on the Lot.
- 34. Vegetable gardens must be located behind the rear line of the dwelling (extended to each side lot line), must not be within 25 feet of any public roadway, and must be well kept before, during, and after the growing season.
- 35. The owner of each Lot shall keep the lawn neat, clean and uniformly mowed to a reasonable and attractive height not to exceed six inches (6") in height.
- 36. The owner of each Lot shall keep the shrubs on the Lot neatly trimmed and in the event of the death or destruction of any trees or shrubs on a Lot the owner of the Lot shall as soon as practical replace the same with trees and/or shrubs of similar size and quality.

ARCHITECTURAL CONTROL COMMITTEE

37. The Developer shall serve as the Architectural Control Committee until all

Lots subject to this Declaration, including any Lots hereafter annexed to this Declaration as provided herein, have been sold by the Developer or until the time that Developer has recorded in the office of the Recorder of Deeds of Boone County, Missouri a renunciation of its right to continue to appoint the members of the Board of Directors of the Association, whichever first occurs. Thereafter, the Board of Directors of the Association shall serve as the Architectural Control Committee.

- 38. No dwelling, building, fence, wall or other structure or improvement shall be erected, constructed, placed, altered or maintained on any Lot, unless the plans and specifications therefor have been approved in advance, in writing, by the Architectural Control Committee.
- 39. The plans and specifications submitted to the Architectural Control Committee for the dwelling, building or other improvement shall detail all components, dimensions, interior floor plans and exterior elevations, and describe the exterior appearance and color of each component, including the roof.
- 40. If fewer than all of the documents hereinabove described are presented to the Architectural Control Committee, or the documents are deemed incomplete in the sole discretion of the Architectural Control Committee, then the submission shall be deemed to be non-compliant, and need not be considered by the Architectural Control Committee. The Architectural Control Committee shall not be required to act until it has received a complete submission, including all of the documents hereinabove described.
- 41. No exterior addition to, or change to, or alteration of any dwelling, building, fence, wall, structure or improvement (or change in the exterior color or finish materials of any dwelling, building or improvement) located within a Lot shall be made, commenced or maintained until the plans and specifications therefor, which fulfill all of the requirements for the plans and specifications for new structures and improvements hereinabove set forth, have been approved, in writing, by the Architectural Control Committee.

- Determinations of the Architectural Control Committee shall be made by it, 42. in its sole, absolute, unlimited and unmitigated discretion. No requirement of reasonableness on the part of the Architectural Control Committee shall be deemed to be expressed or implied. All determinations of the Architectural Control Committee shall be binding and absolute. In the event the Architectural Control Committee, or its designee, fails to approve or disapprove any complete plans and specifications submitted to it within thirty (30) days after such plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to completion thereof, approval of the said committee shall not be required. However, as indicated above the Architectural Control Committee shall not be required to act upon an incomplete submission. The Architectural Control Committee shall be required to act only when it receives a complete submission, including all documents hereinabove described, which fulfill all of the requirements hereinabove described.
- 43. No member of the Architectural Control Committee shall receive any compensation for services performed.
- 44. The Architectural Control Committee shall have authority to interpret the provisions of these restrictions.
- A5. Notwithstanding any other provisions contained herein, the Architectural Control Committee and the members thereof shall be exempt from, and shall not be liable for, any claims, actions, causes of action, demands, losses, suits, liability or expenses of any kind, nature or description whatsoever, so long as they act in good faith. The sole requirement shall be that they act in good faith. If the members act in good faith, then all determinations made by them shall subject them to no liability or responsibility of any kind, nature or description whatsoever, under any circumstance whatsoever. In no event shall any member of the Architectural Control Committee be liable in any action for damages. The sole rights of a party seeking relief against the Architectural Control Committee or a

member of the Committee shall be to seek an order of court, or of a tribunal of appropriate jurisdiction, requiring that the Architectural Control Committee or any member thereof take any action which the petitioning party deems to be legally required of the committee or such member. The sole requirement shall be that the Committee, in exercising its sole, absolute, unlimited and unmitigated discretion, act in good faith, and that it not act in an arbitrary, capricious or malicious manner.

<u>ASSOCIATION</u>

- 46. The Developer shall not later than December 31, 2014, cause to be incorporated a not-for-profit corporation under the laws of the state of Missouri to be known as The Gates Homeowners Association, a Missouri not-for-profit corporation, (or such other names selected by the undersigned in the event said name is not available), referred to herein as "Association" and the Association shall have the right, power and authority to own, control, operate, repair and maintain the common areas shown on the above described plat of THE GATES, Plat 1, and on any plat of any of the real estate hereafter annexed to this Declaration as provided herein and to use the same for such purposes as the Association shall deem appropriate, and to perform the purposes set out in this Declaration.
- 47. Each owner of a Lot subject to this Declaration shall be a member of the Association. The membership appurtenant to any Lot shall not be separated from ownership of said Lot.
- 48. The Association shall be governed by a Board of Directors, which shall consist of three (3) Directors appointed by the Developer either until such time that the Developer has sold and conveyed title to all of the Lots subject to this Declaration (being the above described Lots and any other Lots hereafter subjected to the provisions of this Declaration) or until the time that Developer has recorded in the office of the Recorder of Deeds of Boone County, Missouri a renunciation of its right to continue to appoint the

members of the Board of Directors, whichever first occurs. Thereafter the Directors shall be elected by the members of the Association who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and shall have one vote for such Lot which shall be exercisable as the owners of the Lot may determine but in no event shall more than one vote be cast with respect to any Lot.

- 49. After the Developer no longer has the right to appoint the members of the Board of Directors of the Association, the Board shall initially have one Director serving a three (3) year term, one Director serving a two (2) year term and one Director serving a one (1) year term. Each year one new Director shall be elected to a three (3) year term so as to maintain a total membership on the Board of three (3). The election of Directors and the conduct of all affairs of the Association, shall be in accordance with the Articles of Incorporation and the By–laws established by the Directors of the Association, insofar as such By–laws do not conflict with the provisions of this document and in case of conflict the provisions of this document shall control.
- 50. For operational purposes, the Board shall appoint a President, Treasurer, and Secretary of the Association, who shall each be members of the Association.
- After the Developer no longer has the right to appoint the members of the Board of Directors of the Association, the members of the Association shall have the right by majority vote to modify, amend or revoke any decision of the Board of Directors of the Association and shall have the right by majority vote to make any and all decisions of the Association.

ASSESSMENTS

52. Each owner of a Lot by acceptance of a deed, contract for deed or other form of conveyance therefor, whether or not it shall be so expressed in any

such deed, contract or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments, which are initially Five Hundred Dollars (\$500.00), and special assessments to be established and collected from time to time as hereinafter provided.

- 53. The annual assessments and special assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a lien upon the Lot against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof as herein provided, shall also be the personal obligation of the person who was the owner of such Lot at the time the assessment was imposed.
- 54. The assessments of the Association shall be assessed equally against each Lot and the owner(s) thereof which is subject to assessment as provided herein. The Association is hereby empowered to make and collect during each year from the owner(s) of each Lot an assessment in a sum sufficient for the purposes stated herein, along with a reasonable balance for the purpose of unanticipated expenses. Special assessments shall be made and collected by the Association as required for the purpose set forth in this document.
- The annual assessments of the Association shall be for the calendar year and shall be due on January 31st of each year. If any assessment is not paid on the due date, then such assessment shall become delinquent and shall, together with interest and costs of collection, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the owner, and said owner's heirs, devisees, personal representatives and assigns. The Association may file a notice of lien with the Boone County Recorder of Deeds for delinquent assessments. The personal obligation of the then owner to pay such assessment, however, shall remain said owner's personal obligation and shall also pass to and be the personal obligation of said owner's successors in title to the Lot.
- 56. If any assessment is not paid when due, the assessment shall bear interest

from the date of the delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment and interest the reasonable attorney fees incurred in collection. No owner may waive or otherwise escape liability for the assessment provided for herein by claiming nonuse of the benefits for which the assessment is imposed.

- 57. The lien of any assessment provided for herein shall be subordinate to the lien of any deed of trust now or hereafter placed upon a Lot subject to assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to the date of sale or transfer of such property pursuant to a foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve the personal obligation of the property owner for the assessments coming due during the time he, she or it owned the Lot.
- Despite owning a Lot, unless a builder occupies or leases a dwelling built upon a Lot, the builder is not required to pay the annual or special assessments associated with that Lot for the remainder of the calendar year the Lot was acquired and for the following year.
- 59. The Developer shall not be required to pay annual or special assessments on Lots owned by the Developer.
- 60. The annual and special assessments shall be assessed and used for the purposes of the Association including but not limited to the following:
 - a. To control, operate, maintain, repair, alter, and improve the common areas referred to herein.
 - b. To install, replace, remove, trim, cultivate, fertilize, irrigate, mow and maintain the trees, shrubs, ground cover, plantings and other landscape materials of all types and kinds in the common areas.
 - c. To maintain such insurance on the common areas and other property

- owned and/or controlled by the Association (including liability insurance) as the Association deems appropriate.
- d. To pay any and all taxes and assessments levied, if any, upon all property owned and/or controlled by the Association.
- e. To carry out and exercise all of its rights, powers and duties and to perform all of its obligations as set out herein.
- f. To enforce all of the provisions of this document and to pay the expense of enforcing the provisions, including attorney fees and court costs.

INITIAL MEMBERSHIP FEE

- 61. Each Lot owner, upon acquiring title to a Lot (with or without a dwelling) from any person (including Lots acquired from the Developer) shall pay to the Association an Initial Membership Fee of One Thousand Dollars (\$1,000), except until the Developer is fully reimbursed for the cost of improvements on Common Lots C1, C2 and C3 shown on the above described plat of THE GATES, the Initial Membership Fees shall be paid to the Developer. The Developer shall make records available to the Association documenting the cost of these improvements as well as the amounts of Initial Membership Fees collected as reimbursement.
- 62. Despite owning a Lot, unless a builder occupies or leases a dwelling built upon the Lot, the builder is not required to pay an Initial Membership Fee associated with that Lot.

COMMON AREA

- 63. No later than December 31, 2014, the Developer will convey to the Association the title to and will cause the Association to acquire title to the common lots shown on the above described plat of THE GATES, being the "common areas" referred to herein.
- 64. The Association shall thereupon own, control, operate, maintain and retain

title to said common areas for the use and benefit of the owners of all of the Lots. The Association shall use the common areas as a park area, as a recreational area and for such other uses as the Association deems appropriate.

- 65. The Association shall have the right, power and authority to acquire title to the common area within any of the Annexation Real Estate described below and to use the same as common area.
- 66. The Association shall have the right to obtain a right-of-use permit from the City of Columbia on any island located within a public road right-of-way, herein referred to as an "Island", and to landscape, maintain and repair any Island, and to install, maintain, repair and replace a sign or signs thereon, and to use any Island for such other uses as the Association deems appropriate.
- 67. The Association shall have the right to erect, install, maintain, repair, replace and remove improvements, utility lines, lighting, irrigation systems, landscaping, fencing, and other improvements on the common areas and on any Island.
- 68. The Association shall have the exclusive right and power to adopt, prescribe and enforce reasonable rules, regulations and restrictions with respect to the use of the common areas by the Lot owners and shall have exclusive jurisdiction and control of the common areas and any Island.
- 69. The Association is authorized to contract for and to obtain such policies of insurance as it deems necessary or appropriate concerning the use, operation and maintenance of the common areas and any Island.
- 70. The Association shall have the right, power and authority to convey title to any of the common areas to the City of Columbia or to any other public body.

ANNEXATION REAL ESTATE

71. The Developer may at any time hereafter by written Declaration recorded in

the Office of the Recorder of Deeds of Boone County, Missouri, make all or any part of any tract of land, with the written consent of the owner of said real estate, subject to the provisions of this Declaration, and in such event, each platted Lot thereon shall be designated either as a Lot or as common area, and in such event each Lot shall be subject to and be deemed a part of this Declaration and the owners of each said Lot shall be subject to, be bound by and be deemed a part of this Declaration, including the Building Covenants contained herein, and the owners of each said Lot shall be a member of the Association and shall be entitled to all of the benefits contained herein, including the same right of the owners of all other Lots to use the common areas referred to herein, and each Lot and the owners thereof shall be subject to assessment by the Association and shall be bound by all of the provisions contained herein regarding the Association with all of the benefits and all of the obligations as a member of the Association.

MODIFICATION

72. This Declaration may at any time hereafter be amended, modified or abrogated by the Developer; however, after the Developer no longer has the right to appoint the members of the Board of Directors of the Association, this Declaration may only be amended, modified or abrogated upon the written consent of the owners of two-thirds (2/3) of the Lots (including annexation Lots) subject to this Declaration.

ENFORCEMENT

73. The Developer, the Association and/or the owner of any Lot subject to this Declaration may enforce this Declaration and the provisions herein and shall have the right to proceed in law or in equity or both, against any person or persons violating or attempting to violate any of the provisions of this Declaration, either to restrain violation or to restore damages, or both, and said remedies shall be cumulative and not exclusive, and the Association

shall have the right to enforce its lien rights as set out herein, and in any aforesaid legal proceedings the prevailing party shall have the right to recover from the other party all reasonable litigation expenses including reasonable attorney fees.

74. Invalidation of any one of the provisions of this Declaration by judgment or court's decree shall not in any way affect the validity of the other provisions herein which shall remain in full force and effect.

ASSIGNMENT OF DEVELOPER RIGHTS

75. Gates Real Estate, LLC, a Missouri limited liability company, shall have the right to assign all of its rights hereunder as Developer, including but not limited to the right to appoint the members of the Board of Directors of the Association and the right to annex additional Lots, tracts or parcels to this Declaration as provided herein, to any other person or entity but any such assignment must be in writing expressly referring to this paragraph number.

BOONE COUNTY MO JUN 05 2014

MORTGAGEE'S SUBORDINATION AGREEMENT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, being the holder of the Note secured by a Deed of Trust on the above described real estate recorded in Book $\frac{428}{228}$, Page $\frac{172}{22}$, Deed of Trust Records of Boone County, Missouri, does hereby subordinate said Deed of Trust to the provisions of the foregoing Declaration of Covenants, Easements and Restrictions of THE GATES.

Dated this $\frac{5}{4}$ day of $\frac{5}{4}$, 2014.

3Y:

Ryan Lidolph

Vice President

Landmark Bank

Boone County, Missouri Unofficial Document BOONE COUNTY MG JUN 05 2014

IN WITNESS WHEREOF, the undersigned has hereunto executed this document this 5^{th} day of 5^{th} , 2014.

OWNER AND DEVELOPER:

GATES REAL ESTATE, LLC

(a Missouri limited liability company)

Michael D. Tompkins

Managing Member

NOTARY PUBLIC

STATE OF MISSOURI)

SS.

COUNTY OF BOONE)

On this <u>5</u> day of <u>5</u>, 2014, before me personally appeared Michael D. Tompkins, Managing Member of GATES REAL ESTATE, LLC, a Missouri limited liability company, known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as said Member.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, at my office in Columbia, Missouri, the date and year first above

written.

Notary Public Alisa BiHle ALISA BITTLE
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
BOONE COUNTY
MY COMMISSION EXPIRES NOV. 19, 2017
COMMISSION # 13486080