

Hunt Addition

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made and adopted as of the 3rd day of April, 1997, by the Boyle County Industrial Foundation, a Kentucky non-profit corporation with offices at 304 South Fourth Street, Danville, Kentucky 40422 (the "Owner").

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WHEREAS, the Owner is the owner of real property conveyed to Boyle County Industrial Foundation, Inc. by deed of F. C. Vickers, Trustee, dated November 11, 1989 and of record in the Boyle County Clerk's office in Deed Book 283, page 270 and is part of the property known as the John Hill Bailey Industrial Park, Hunt Addition and,

WHEREAS, the Owner desires to establish a general plan for the development, use and maintenance of the Premises as a first-class, high quality industrial park, and to establish restrictions upon the manner of use, improvement and enjoyment of the Premises which will make the Premises attractive for its intended purposes and will protect present and future owners of land within the Premises in their enjoyment and use of the Premises for said intended purposes, and,

WHEREAS, the term "lot" as used in this Declaration shall be construed to mean any legally separate and distinct parcel of real estate within the Premises,

NOW, THEREFORE, in consideration of the enhancement in value of the Premises by reason of the adoption of this Declaration, Owner does for itself and its successors and assigns, hereby declare, covenant and stipulate that the Premises and all lands comprising the Premises, shall be subject to and shall hereafter be conveyed by Owner, its successors and assigns, and their respective heirs, executors, administrators, personal representatives, successors and assigns, subject to the following covenants, conditions and restrictions:

ARTICLE I

Purpose of Covenants

1.1 The purpose of these covenants is to insure proper development and use of the property; to provide adequately for a high quality development and improvements of the property in accordance with a general plan.

1.2 General Purpose. The general purpose of this Declaration is to insure that the John Hill Bailey Industrial Park, Hunt Addition will be developed, improved and used in a manner that:

- (a) The maximum number of diversified employment opportunities will be created for the residents of the region.
- (b) The economic well-being and stability of the region will be enhanced.
- (c) The overall quality of life of the region will be measurably improved without environmental degradation and without imparting undesirable impacts on public and private facilities and institutions serving the region's needs.
- (d) Attractive and permanent improvements appropriately located within the land herein described will provide a harmonious and appealing appearance and function.
- (e) Well defined land areas within the John Hill Bailey Industrial Park, Hunt Addition will be established and maintained to the following ends:
 - 1. Land uses and functions within a given land area will be compatible and complimentary.
 - 2. Future owners and occupants of land within the John Hill Bailey Industrial Park, Hunt Addition will be protected against such use of neighboring land within the John Hill Bailey Industrial Park, Hunt Addition which might unreasonably depreciate or detract from the value and use of their land.

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1.3 **Specific Purpose.** The specific purpose of this Declaration is to provide a means for creating, maintaining, controlling and preserving the property as a high quality Industrial Park. To this end, it is Owner's intention that any grantee shall be bound to carry out and enforce the spirit, as well as the letter of the Declaration.

ARTICLE II

Use of Land; Location of Buildings and Improvements

2.1 **Use Restrictions.** The Premises shall be developed, improved, maintained and used as a first-class, high quality industrial park. No building shall be erected and no portion of the Premises shall be used for any use or purpose other than those purposes permitted under the provisions of all applicable zoning, building and other governmental ordinances,

codes and regulations, as amended from time to time (the "Codes"); provided, however, that regardless of compliance with the Codes, ground coverage by any building and accessory structures within the Premises shall not exceed 50% of the total area of the lot upon which the building and any accessory structure(s) are constructed; and provided further, that ground coverage by buildings, accessory structures, parking and impervious surfaces shall not exceed 70% of the total area of any lot upon which a building, accessory structure(s), parking and impervious surfaces are constructed. 458

2.2 Building Setback Lines and Heights. No building or structure or any part thereof shall be erected, placed or maintained on any lot in violation of any of the front, rear, or side lot line(s) prescribed by the Codes or by any plat of the Premises. No portion of any lot nearer to any street than said front, rear or side lot lines shall be used for any purpose other than that of a lawn; provided, however, that this covenant shall not be construed to prevent the use of such portions of lots for walks, drives, parking area, trees shrubbery, flowers, flower beds, ornamental plants and signs identifying the name, business and product of the lot owner or other structures which shall first have been approved as provided under Article II hereof. In addition, no building shall be constructed on any lot which exceeds the maximum height permitted by the Codes.

2.3 Types of Buildings. All buildings, structures or improvements erected, placed or maintained at the Premises shall be of masonry, brick, block, precast or tilt-up concrete, glass, metal or such other material as may be approved by owner.

2.4 Underground Utility Service. All electric, television, cable and other utility lines and facilities servicing buildings or structures located at the Premises shall be underground, except for (a) temporary lines and facilities utilized during the construction or rehabilitation of buildings or structures at the Premises, and (b) lines and facilities existing as of the date of this Declaration.

2.5 Loading Docks. All loading docks shall be so placed that trucks and other vehicles or machinery using such loading docks will at no time project into a public street, sidewalk, or off-street parking area when in the process of loading or unloading.

2.6 Trash Burners. No trash burner, outdoor fireplace or other similar outdoor device expelling gas or smoke shall be permitted on or at the Premises without the prior approval of the Owner pursuant to Article II hereof.

2.7 Outside Storage. No outside storage of equipment, machinery or building supplies or materials shall be permitted at the Premises except during and in connection with the construction or rehabilitation of improvements at the Premises, unless fully screened in such manner and with such materials as are approved by the Owner under Article II hereof.

2.8 Accessory Structures. All outside accessory units or structures shall be

approved by the Owner pursuant to Article II hereof, and if approved, shall be screened in such manner and with such materials as are reasonably stipulated by the Owner.

2.9 **Emissions.** No portion of the Premises shall be used in any manner which subjects adjacent lots to offensive noise, odors, lighting or emissions, except during and in connection with the construction or rehabilitation of improvements at the Premises. 459

2.10 **General Maintenance.** Notwithstanding any other provisions of this Declaration, all of the lots within the Premises shall be maintained in a first-class, high quality manner, consistent with the standard for the Premises as set forth in the recitals, in paragraph 2.1 hereof, and in Article III hereof. In particular, it shall be the responsibility of each lot owner to maintain its lot(s) at the same reasonable level of quality as the rest of the park. Each lot owner shall perform regular mowing of grass and pruning of trees and shrubbery. All existing natural vegetation within view of adjacent lots or property lines shall be checked periodically for broken limbs and unsightly undergrowth, and each lot owner shall have the responsibility of maintaining such area and removing fallen limbs and underbrush. The Owner retains the right to hire a maintenance entity to maintain unsightly lots and charge a reasonable fee to the lot owner for such services rendered.

ARTICLE III

Maintenance and Repairs

3.1 **Maintenance of Buildings.** No building or other improvement shall be permitted to fall into disrepair, and the exterior of each building and improvement shall at all times be kept in good condition and state of repair, adequately painted or otherwise finished.

3.2 **Maintenance of Premises.** Each owner, lessee or occupant of any site or lot shall at all times keep and maintain the Premises, building, improvements and appurtenances in a safe, clean condition and comply in all respects with all government, safety, health, fire and police requirements and regulations, and shall have removed at its own expense any rubbish, trash, excess dirt, industrial waste or garbage and other unsightly material of any character whatsoever which may accumulate on said lot or site. In the event said owner, lessee or occupant fails to comply with any or all of the aforesaid specifications and/or requirements, after a ten (10) day time period following written notice, the Owner shall have the right, privilege and license to enter upon the premises and make any and all reasonable and appropriate corrections or improvements that may be necessary for a safe, clean or healthful condition of the site, all at such owner's, lessee's or occupant's sole cost and expense.

3.3 **Maintenance of Drainage Areas.** Any purchaser or occupant of any site or lot

shall maintain the drainage area between the traveled portion of the street and the property line. This area shall be sodded or seeded by each purchaser/occupant and shall be maintained (kept with a stand of grass and regularly mowed) by each purchaser and occupant of each lot in order to prevent any erosion, wash-outs, or accumulation of water. Drainage pipes, where necessary for entrances and sidewalks, shall be installed by the purchaser or occupant of the site or lot. 460

3.4 Control of Surface Water Run-off. The owner of each site shall be responsible for the retention, control, storage and disposal of surface water run-off. The owner of each site shall be responsible for the construction of any facilities needed to control storm water run-off, and for the costs of any governmental permit(s) relating thereto.

3.5 Authorized Agent. As used in Article II hereof, the term "Owner" shall be deemed to refer to the Owner and its duly authorized agent(s).

ARTICLE IV

Duration and Amendments

4.1 Term. This Declaration shall run with the land and shall be binding upon the Owner, all persons claiming under or through the Owner, all other parties who acquire title to any lots (or parts thereof) within the Premises, and all other persons claiming ownership, possession or use of the Premises or any portion thereof, until June 1, 2015 at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

4.2 Amendments. This Declaration may be amended from time to time, but only upon and with the written approval of the then owners of not less than 75% of the total square footage of the lots within the Premises. Any amendments referred to in this paragraph 4.2 shall become effective only upon the filing in the public land records of an instrument stating the amendment and signed by all approving lot owners with the formalities required by law.

ARTICLE V

Miscellaneous

5.1 Subordination. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter encumbering any lot or all or any portion of the Premises, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of

any such mortgage or deed of trust in the nature of a mortgage. If any lot or any portion of the Premises is acquired in lieu of foreclosure or is sold under foreclosure of any mortgage or under any judicial sale, any purchaser at such sale and the executors, administrators, personal representatives, successors and assigns of such purchaser, shall hold said lot or portion of the Premises so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration. 461

5.2 **Violations Unlawful.** Any violation or attempt to violate this Declaration or any provision hereof shall be unlawful. The Owner or any person or persons owning any lot at the Premises may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any provision of this Declaration to prevent such person or persons from so doing, to cause the removal of any violation and/or to recover damages for such violation or attempted violation.

5.3 **Saving Clause.** The invalidation or unenforceability of any provision(s) of this Declaration by judgment, court order, amendment hereof by act of the owners of lots within the Premises or otherwise, shall not affect any of the other provisions contained herein, which shall remain in full force and effect.

5.4 **Transfers Subject to Declaration.** All transfers and conveyances of each and every lot or any part thereof shall be subject to this Declaration.

5.5 **Notices.** Any notice required to be sent to any owner of a lot or any part thereof or to the Owner shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such owner or to the Owner as such address appears on the applicable public record or on the records of the Owner.

5.6 **Owner's Rights Assignable.** The rights, privileges and powers granted herein to, and reserved by, the Owner shall be assignable and shall inure to the benefit of the successors and assigns of the Owner.

5.7 **No Subdivision of Lots Without Consent.** No owner of any lot shall subdivide the same or convey less than the whole of any lot without first obtaining the written consent of the Owner, which shall permit such conveyance if, in its judgment, the lot so created by such subdivision will permit construction thereon or development or use thereof which will be in conformity with the development of the Premises contemplated by and as set forth in this Declaration. This paragraph 5.7, however, shall not apply to initial subdivisions and conveyances by the Owner or its successors and assigns.

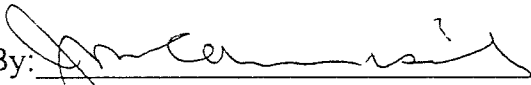
5.8 **No Waiver of Violations.** No provisions hereof shall be abrogated or waived by any failure to enforce any of the same, no matter how many violations or breaches may occur.

5.9 **Interpretation.** In the event of any question of interpretation hereunder, the Owner shall have the right to construe and interpret this Declaration, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by this Declaration. 462

5.10 **Paragraph Headings.** The paragraph headings contained herein have been inserted for convenience of reference only and are not to be used in the construction and/or interpretation of this Declaration.

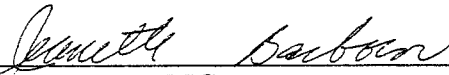
IN WITNESS WHEREOF the Owner, acting by and through its duly authorized representative, has caused this Declaration to be executed.

BOYLE COUNTY INDUSTRIAL
FOUNDATION, INC.

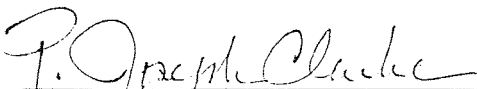
By: 
John Camenisch, President

STATE OF KENTUCKY
COUNTY OF BOYLE

Subscribed and sworn to before me this 14th day of APRIL, 1997, by John Camenisch, President, Boyle County Industrial Foundation, a Kentucky non-profit corporation, and signed and acknowledged by them to be their voluntary act and deed pursuant to authorization of the Board of Directors at a called meeting of said corporation.


NOTARY PUBLIC
My Comm. expires: 5-8-98

THIS INSTRUMENT PREPARED BY:


P. Joseph Clarke
Clarke & Clarke
120 North Third Street
Danville, KY 40422

STATE OF KENTUCKY
COUNTY OF BOYLE, SCT:

I, John B. Nichols, Clerk of the Boyle County Court, do certify that the foregoing instrument of writing was this day filed for record in my office, and which with the foregoing and this certificate has been duly recorded in my said office.
Give under my hand this 14 day of April 1997

John B. Nichols, Clerk

By:  D.C.

JOHN B. NICHOLS
BOYLE CO. CLERK

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FILED