



Deed of Covenants and Restrictions for
Washington County Industrial Park

Amended
October 19, 2017

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Article I General Purpose and Intent of Declaration

Washington County Economic Growth Partnership, Inc., an Indiana Not-For-Profit Corporation, (hereinafter called the “Developer”), and the owner of the Real Estate described in Exhibit “A”, (hereinafter called the “Property”) attached hereto and being developed as the “Washington County Industrial Park”, hereby declares and establishes the following covenants and restrictions which shall be binding upon the run with the Real Estate and shall inure to the benefit of, and be binding upon all the owners, other benefited parties and occupants thereof for purposes of:

(A) Maintaining and implementing minimum standards of development, for use and maintenance of Washington County Industrial Park.

(B) Insuring the present and future values of the land and improvements within Washington County Industrial Park.

(C) Establishing and apportioning rights and responsibilities for the development, use and maintenance of facilities and improvements within Washington County Industrial Park.

(D) Providing for quality improvement of the Property under the applicable rules and regulations of the City of Salem, Washington County, Indiana and other governmental entities that may have regulatory jurisdiction.

Washington County Industrial Park is conceived as a development intended to provide a quality environment to locate, construct and conduct business of an office, manufacturing and distribution nature in a setting with full regard for those rules and regulations that govern development and land use.

It is the specific intent of these covenants and restrictions to clearly and concisely set forth the parameters of Washington County Industrial Park, thereby allowing owners and occupants the advantage of understanding and complying with the covenants and restrictions and providing for quiet enjoyment of the Property.

**ARTICLE II
DEFINITION OF TERMS**

SECTION 2.1. “Building” shall mean any industrial, manufacturing, maintenance, service, storage, research or office building, or any other legal structure above or below grade on the property.

SECTION 2.2. “Developer” shall mean and refer to Washington County Economic Growth Partnership, Inc. of Washington County, Indiana, an Indiana Not-For-Profit Corporation and any of its successors or assigns designated by it in a recorded amendment to this Deed.

SECTION 2.3. “Property” shall mean any portion of the Development held by any Owner.

SECTION 2.4. “Development” shall mean the same as Property.

SECTION 2.5. “Improvement(s)” shall mean buildings, outbuildings, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, platforms, domestic water lines, fire service water lines, sanitary sewers, electric, telephone and gas distribution facilities, drainage swales, pipes, inlets, outlets, basins, ponds, all landscaping and plantings, poles, signs, exterior lighting equipment, loading areas and all other structures and installations of any kind, whether above or below grade.

SECTION 2.6. “Occupant” shall mean that entity or individual who purchases, leases or otherwise uses a lot under any agreement with an owner of any portion of the Property described in Exhibit “A”.

SECTION 2.7. “Owner” shall mean and refer to the record owner, whether one or more entities, of a fee simple title to any portion of the Property which is described in Exhibit “A”, but excluding entities having an interest merely by virtue of a contract or option of sale. A purchaser, rather than the fee owner, may be considered an “Owner” so long as the purchaser remains in possession of the Property and has not defaulted on his contract of sale.

SECTION 2.8. “Tract” shall mean and refer to any portion of the Property or Development that has been sold to any Owner other than the Developer.

SECTION 2.9. “Zoning Code” shall mean the legally enacted standard of development set forth and duly adopted by the City of Salem, Indiana.

**ARTICLE III
EASEMENTS AND UTILITIES**

SECTION 3.1. OWNERS RIGHTS AND EASEMENTS FOR UTILITIES. The rights and duties of Owners of the Property with respect to sanitary sewer, domestic and fire service water lines, drainage features, electric, telephone and gas distribution facilities shall be as follows:

(A) Whenever sanitary sewers, domestic or fire service water lines, drainage features, electric, telephone or gas distribution facilities are installed within the Property, which connections are intended to serve the Property, the Owners served thereby shall be entitled to the full use and enjoyment of such portions that serve or provide service to its Property.

(B) Recorded easements for installation and maintenance of utilities, drainage features and facilities that are or may be shown on a map, of public record, are or shall be, reserved for such intended use. Within these easements, no structures, improvements, plantings, fences, barriers shall be placed or permitted to remain which may damage, diminish or interfere with the installation, use or maintenance of the utilities or which may impede or alter the proposed or established flow or detention of surface generated storm water through pipes, basins, swales, ditches in any duly recorded easement area on any of the Property, described in Exhibit "A" attached hereto. It shall be the responsibility of each Owner of a tract that contains therein an easement as mentioned herein, to provide for the ongoing continuous maintenance of the easement area whether it be for utility or drainage use or as otherwise reserved and of record. Said maintenance to include the removal of trash and debris, the mowing of turf, grass and lawn, the protection from erosion, and as otherwise set forth by the governing agencies or utility companies providing service.

(C) No sewer, drainage, or utility lines or wires, or other devices for the communication or transmission of eclectic current, power, or signals, including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the subject property other than within buildings or structures, unless the same shall be contained in conduits or cables, constructed, placed, or maintained underground, or concealed in or under buildings or other structures. The backbone electrical distribution system of the Jackson County Rural Electric Membership Corporation providing service to each of the lots in the Washington County Industrial Park shall not be subject to this provision.

**ARTICLE IV
REGULATION OF OPERATIONS AND USES**

SECTION 4.1. ALLOWABLE USES. The use of any Property described in Exhibit “A” shall be governed by the Zoning Code of the City of Salem, Washington County, Indiana. Specifically, uses allowed under the designation of I-1 Industrial zoning are acceptable uses except that no scrap yards or automobile wrecking or other type of salvage yard shall be allowed. With the written consent of the Developer, other proposed uses may be allowed, provided that they are submitted to the City of Salem’s Planning and Zoning authorities and follow the prescribed process contained in the Zoning Code to secure approval for variances for uses not allowed in an I-1 Zoning District without specific approval from the Salem Board of Zoning Appeals. No Owner may request a change or modification in zoning without the written approval and consent of the Developer.

SECTION 4.2. NON-ALLOWABLE USES. No condition or activity that constitutes a nuisance shall be permitted to exist or operate upon any Tract so as to be offensive or detrimental to any other portion or part of the Property, or any Owner. The determination of a nuisance shall be governed first by the performance standards of the Zoning Code of the City of Salem for I-1 (Light Industrial) Zoning, and further as set forth below:

(A) Noxious, offensive, illegal or immoral activities carried on, in or upon the property or anything done therein willfully or negligently or that may be or become an annoyance or nuisance to other Owners or shall unreasonably interfere with the peaceful and rightful possession of other portions of the Property by their Owners or Occupants.

(B) Any unlawful use made of any Tract or portion of the Property including any violation of any valid laws, zoning ordinances or regulations of any governmental body having jurisdiction there over.

(C) Any act or omission whereby any covenant, condition or restriction herein contained is violated in whole or part.

SECTION 4.3. SUBDIVISION. No Tract or portion of any of the Property shall be subdivided, and no dedication of any Tract or any part of the Property for a public road or private right-of-way shall be made without the prior written consent of the Developer. Any subdivision must adhere to the Subdivision Regulations of the City of Salem, Indiana.

SECTION 4.4. RECONVEYANCE. Any Tract conveyed herein upon which no Improvements are constructed for allowable uses within two (2) years after the conveyance thereof may revert to the Developer; provided, that the Developer pays to the Owner no more than the original purchase price therefor.

**ARTICLE V
CONSTRUCTION OF IMPROVEMENTS**

SECTION 5.1. APPROVAL OF PLANS REQUIRED. No Improvements shall be erected, altered or permitted to remain on any Tract by any Owner or Occupant until plans and any specifications shall have been submitted in duplicate bearing the authorized signature of the Owner, Owner's agent, Occupant or Occupant's agent of the Tract upon which the Improvements are proposed and the Owner or occupant receives written approval of same from the Developer. Further, the Owner, the Occupant, or their agent shall submit plans approved by the Developer to the City of Salem, Indiana for approval by the Salem Plan Commission, Salem Board of Public Works and Safety, and those other governmental entities that have jurisdiction over the Property for approval before any work may commence. Verification of these approvals shall be returned to the Developer and any subsequent changes or modifications from the original plans submitted and approved by the Developer must be reapproved prior to commencement of work. Plans and specifications that are submitted to the Developer must include, but are not limited to, the following information:

(A) Site plan containing existing and proposed grades, soil erosion control measures, drainage, drainage structures and utilities, parking, driveway and loading areas, setbacks to permanent structures, screening, signage, fencing and landscaping. No existing or proposed grade shall have a detrimental effect upon the utility easements established and dedicated under the provisions of Article III of these covenants.

(B) A building elevation plan showing dimensions, materials and exterior color schemes in detail sufficient to allow evaluation by the Developer and, in no event, less than required by the appropriate governmental entities for the issuance of a building permit.

(C) Proposed phasing, if any, of the construction of the Improvements, or alteration of existing Improvements including dates of commencement and completion of construction.

(D) Plans are to be prepared and professionally signed and sealed by an architect or engineer licensed to work in the State of Indiana.

SECTION 5.2. BASIS FOR APPROVAL. Approval shall be given or denied in writing, contingent among other things, upon the compliance with the Developers guidelines for use based on the I-1 zoning classification in force in the City of Salem, Indiana, the adequacy of the Owner's Tract to support the intended use, the adequacy of the proposed site plan for drainage, utilities, parking and driveway configurations, proper facing of the primary elevations(s) with respect to nearby streets and as also set forth below:

(A) Conformity with the City of Salem's Zoning Code and evidenced by their approval.

(B) Conformity with this Deed of Covenants and Restrictions.

(C) Conformity with the appropriate building code, drainage requirements, fire code, environmental code(s) that are in force in the City of Salem, Indiana, and with any other governmental entities that may have jurisdiction, evidenced by their approval.

(D) Failure to include information in the plans and specifications as may have been reasonably requested by the Developer.

(E) Objection to the location of any proposed Improvement with reference to other Property, the rights-of-way, or easements.

(F) Reasonable objection to the exterior design, color scheme, finish materials, proportions, style of architecture, height, bulk or appropriateness of any Improvement.

(G) Objection to the number or size of parking spaces, to the parking area design or loading and unloading areas.

(H) Any other matter which, in the judgment of the Developer, would render the proposed Improvements or use inharmonious with the general plan for Improvement of the subject Tract or with Improvements located upon other Tracts in the vicinity or with the general purposes and conditions set forth in Article I herein.

SECTION 5.3. APPROVAL. Developer may approve plans and specifications as submitted, or as altered or amended, or it may grant its approval to the same subject to specific conditions. Upon approval or conditional approval by Developer of any plans and specifications submitted, a copy of such plans and specifications, together with any conditions, shall be deposited for permanent record with Developer and a copy of such plans and specifications shall be returned to the applicant submitting the same.

SECTION 5.4. PROCEEDING WITH THE WORK. Upon receipt of approval from Developer, pursuant to Section 5.3 and all government entities with jurisdiction, the Owner or Occupant, or both, to whom the approval is given, shall, as soon as is practical, satisfy any and all conditions of such approval and shall diligently proceed with the commencement and completion of all approved excavation, construction, refinishing and alterations. Notwithstanding the prior sentence, in all cases, work shall commence within one (1) year from date of approval, and if work is not so commenced, approval shall be deemed revoked unless the Developer, pursuant to written request made and received prior to the expiration of said one-year (1 year) period, extends in writing the period of time within which work must be commenced.

SECTION 5.5. COMPLETION OF WORK. Any Improvement commenced pursuant hereto shall be completed within two (2) years from the dates of Developers approval of the plans and specifications therefore, unless work on the Improvements is delayed because of strike, fire, national emergency, natural disaster or other supervening force

beyond the control of Owner or Occupant, in which case the Developer may, upon written request made and received prior to the expiration of the two-year (2 year) period, extend in writing the prior of time within which work must be completed. Failure to comply with this Section 5.5 shall constitute breach of the Covenants and Restrictions and subject the party in breach to the enforcement procedures set forth in Article VII.

SECTION 5.6. RIGHT OF ENTRY. The Developer may from time to time, at any reasonable hour or hours, enter and inspect any portion of the Property for the purpose of inspecting any Improvements or construction that requires or has received Developers approval under the Covenants and Restrictions.

SECTION 5.7. DEVELOPER NOT LIABLE. The Developer shall not be liable for any damage, loss or prejudice suffered or claimed by any person on account of the approval or disapproval of any plans, drawings or specifications, whether or not in any way defective; or the construction or installation of any Improvements, or performance of any work, whether or not pursuant to approved plans, drawings or specifications.

SECTION 5.8. CONSTRUCTION WITHOUT APPROVAL. If any Improvement shall be erected, placed or maintained upon any Tract or any new use commenced upon any Tract other than in accordance with the approval by the Developer pursuant to the provisions of this Article V, such alteration, erection, placement, maintenance or use shall be deemed to have been undertaken in violation of the Covenants and Restrictions and, upon written notice from the Developer any such Improvement, shall be removed or altered so as to conform to the Covenants and Restrictions and any such use shall cease. If such removal or alteration or cessation or amendment shall not be accomplished within thirty (30) days after receipt of such notice, then the party in breach of the Covenants and Restrictions shall be subject to the enforcement procedures set forth in Article VII.

SECTION 5.9. AMENDMENTS. Any approved plans or specifications may be amended and application for such amendment shall be processed by the Developer in the same time and manner as herein provided for on the original plans and specifications submitted.

ARTICLE VI DEVELOPMENT STANDARDS

SECTION 6.1. MINIMUM SETBACKS. Except as may be modified by Section 4.1 of this Declaration, no Buildings of any kind, and no part thereof shall be placed any closer to any Property line than the greater of: a) the minimum allowed under the Zoning Code of the City of Salem, Indiana for the I-1 Light Industrial classification; or b) fifty (50) feet from a property line fronting any primary street, twenty-five (25) feet from the property line fronting any private access roads or secondary streets, and twenty (20) feet from the side or rear property line not fronting a public street or private access road. “Property line” shall mean the exterior boundary of a Tract.

SECTION 6.2. EXCEPTIONS TO SETBACK REQUIREMENTS. Those items that the Zoning Code of the City of Salem, Indiana specifically allows to occupy the required setback area are allowed including, but not limited to, roads and driveways, parking areas, landscaping and irrigation systems, planters, identification signs, lighting facilities and underground utility facilities.

SECTION 6.3. LANDSCAPING. Landscaping shall be required and shall be designed and installed in accordance with the requirements of the Developer as follows:

(A) Within sixty (60) days following completion of construction, or by the date a Building is occupied, whichever shall occur first, each Tract shall be landscaped in accordance with the plans and specifications approved by the Developer unless an extension of time is approved in writing by Developer solely to allow for the proper planting time.

(B) After completion, such landscaping as is herein required shall be maintained by the Owner in an attractive, sightly and well-kept condition. If, in the Developers opinion, the required landscaping is not maintained in a sightly and well-kept condition, the Developer shall be entitled to remedy the condition at the expense of the Owner.

SECTION 6.4. SIGNS. No sign shall be permitted on any Tract unless approved by the Developer and the City of Salem’s Code Enforcement. No sign shall be approved other than business-park identification signs, informational and vehicular-control signs, signs identifying the building or the business of the Owner or Occupant, temporary signs offering a Tract for sale or lease, and temporary Development signs.

SECTION 6.5. FENCES. Fences or walls shall be permitted on Tracts for security or screening purposes. The Developer reserves the right to approve the location and design of all fences, and no fence shall be constructed without a letter of approval from the Developer. Generally, fences will not be permitted within or upon utility easements. Any fence that inhibits the construction, replacement or maintenance of any utility main, pipe, line or wire shall be subject to removal and relocation at the expense of the owner of the fence.

SECTION 6.6. PARKING.

(A) Off-street parking adequate to accommodate the parking needs of the Owner or Occupant and the employees and visitors thereof shall be provided by the Owner or Occupant of Property. No on-street parking shall be permitted except for occasional and intermittent parking by public transportation vehicles. If parking requirements increase as the result of a change in the use of the Tract or in the number of persons employed by the Owner or Occupant, additional off-street parking shall be provided by the Owner or Occupant so as to satisfy the intent of this Section. All off-street parking plans shall be approved by the Salem Plan Commission.

(B) All parking areas shall conform to the following standards:

1. Minimum standards of the City of Salem's Zoning and Public Works authorities.
2. Required off-street parking shall be provided on the Lot.
3. All parking areas shall provide, in addition to parking spaces, adequate driveways and space for the movement of vehicles.
4. All drives, parking areas, etc. shall be paved with an asphalt or concrete surface, designed and installed for its intended use within one hundred eighty (180) days from the completion date or receipt of the Certificate of Occupancy.
5. No disabled vehicles of any kind may be stored on any Tract for a period of longer than sixty (60) days.

SECTION 6.7. STORAGE, MAINTENANCE AND LOADING AREAS. Storage, maintenance and loading areas must be design constructed, maintained and used in accordance with the following conditions:

(A) Provision shall be made on each site for any necessary vehicle loading or unloading and no on-street or driveway vehicle loading or unloading shall be permitted.

(B) Each off-street loading space shall have a minimum width of twelve (12) feet, a minimum length of thirty-five (35) feet, and a minimum height, if covered, of thirty (30) feet. Each loading space shall have access to a public street.

(C) Loading docks, berths, grade level entrances, etc., visible from the street, shall be recessed or screened in a manner approved by the Developer.

(D) No inventory, equipment, machinery, materials or other non-vehicular tangible personal property shall be stored overnight in the front or side yards of the premises.

(E) Underground storage tanks shall be permitted as required by state and/or federal statutes or regulations.

SECTION 6.8. CONDITION OF PROPERTY. The Owner or Occupant of any Property shall, at all times, keep it and the Buildings, Improvements and appurtenances thereon in a safe, clean and wholesome condition and comply at its own expense in all respects with all applicable governmental health, fire or safety ordinances, regulations, requirements or directives, and the Owner or Occupant shall at regular and frequent intervals remove at its own expense any rubbish of any character that may accumulate upon such Tract.

SECTION 6.9. MAINTENANCE OF GROUNDS. Each Owner shall be responsible for the maintenance and repair of all parking areas, driveways, walkways, drainage facilities and landscaping on its Tract or of any Improvements located on its Property and constructed by Owner or Occupant, even if a portion of the Lot being maintained is an area used, or available for use, in common with other Owners or Occupants. Such maintenance and repair shall include, without limitation:

(A) Maintenance of all parking areas, driveways and walkways in a clean and safe condition, including the paving and repairing or resurfacing of such areas when necessary with the type of material originally installed thereon or such substitute therefore as shall, in all respects, be equal thereto in style, quality, appearance and durability; the removal of debris and waste material and the washing and sweeping of pave areas and the removal of snow and ice; the painting and repainting of striping markers and directional signals as required.

(B) Cleaning, maintenance and re-lamping of any external lighting fixtures, except such fixtures as may be the property of any public utility or governmental body.

(C) Performance of all necessary maintenance of all landscaping, including the trimming, watering and fertilization of all grass, ground cover, shrubs or trees; the removal of dead or waste materials; the replacement of any dead or diseased shrubs or trees.

(D) It shall be the responsibility of each Owner to ensure that debris including mud, gravel, etc., is removed from all vehicle tires before they enter the right-of-way, it shall be the Owner's responsibility to remove such debris as it occurs.

SECTION 6.10. TEMPORARY IMPROVEMENTS. No temporary building or other Improvements of a temporary nature, including without limitation, trailers, tents, sheds and shacks, shall be permitted on a Tract without permission from the Developer. Temporary Improvements used solely in connection with the construction of permanent, approved Improvements may be permitted, provided they are located as inconspicuously as possible and are removed immediately after completion of such construction. Materials, supplies and equipment shall be stored according to the Zoning Code for I-1 industrial classification.

SECTION 6.11. BUILDING HEIGHT, EXTERIOR MATERIALS AND COLORS.

(A) No building shall exceed the height allowed by the Salem Zoning Code in an I-1 Zone, which height is presently seventy-five (75) feet.

(B) Finish building materials shall be applied to all sides of a Building. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent Buildings. Developer shall have the sole right to approve or reasonably disapprove such materials and colors.

(C) Any Building constructed on any site shall have exterior walls of brick veneer, stone veneer, glass, metal or concrete block, or such other materials as may be approved by the Developer. If metal construction is approved for use, at least ten (10) feet of depth on the front elevation wall and each side wall shall be of mixed or dissimilar material or such other material as has been approved by the Developer. Exceptions to this may be approved in the case of decorative facades, etc. No agricultural or pole-barn type buildings shall be permitted.

(D) Long, continuous building facades shall be fragmented into smaller components.

(E) Consideration shall be given to the selection and placement of varying material textures.

SECTION 6.12. FOUNDATIONS. All buildings constructed or placed upon a Tract shall have solid foundations, designed and approved by a duly licensed architect or engineer.

SECTION 6.13. REFUSE COLLECTION AREAS.

(A) All outdoor refuse containers shall be located in an area so as not to be visible from the primary frontage street, unless otherwise approved in writing by the Developer.

(B) No refuse collection areas shall be permitted between a street and the front of a building, unless approved in writing by Developer.

(C) Refuse collection areas shall be effectively designed to contain all refuse generated on-site and deposited between collections.

(D) Refuse collection enclosures shall be designed of durable materials with finishes and colors which are unified and harmonious with the overall architectural theme.

SECTION 6.14. REPAIR OF BUILDINGS. No Building or structure upon any Tract shall be permitted to fall into disrepair, and all Buildings and structures shall at all times, be kept in good condition and repair and adequately painted or otherwise finished.

**ARTICLE VII
MAINTENANCE OF COMMON AREAS AND FACILITIES**

SECTION 7.1. DEVELOPER'S MAINTENANCE RESPONSIBILITY. So long as Developer owns any lot, portion of, or interest in the subject property, Developer shall maintain and repair all common areas and facilities located on the subject property further described in Exhibit "A" attached hereto, which common areas shall include all karst features, green spaces, all fill and cut slopes adjacent to public streets, and all special landscaped areas. Such maintenance and repair shall include, without limitations:

(A) Cleaning, maintenance, and re-lamping of any external lighting fixtures, except such fixtures which are the property of any utility or governmental body;

(B) Performance of necessary maintenance of all landscaping as required within the common areas including the trimming, watering, and fertilization of all grass, groundcover, shrubs and trees; removal of dead or waste materials; and replacement of any dead or diseased grass, groundcover, shrubs, or trees;

(C) The removal of trash and rubbish within the common areas;

(D) The cleaning, maintenance, and repair of all concrete terrace drains within the common areas or contiguous to streets within the subject property which are not otherwise located upon a lot and thereby the responsibility of an Owner or Occupant pursuant to Article VI;

(E) The regular, periodic cleaning of the streets within the subject property to minimize pollutant runoff;

(F) Maintenance of general public liability insurance for the benefit of Developer and all Owners and Occupants against claims for bodily injury, death, or property damage occurring on, in, or about the common areas and the adjoining streets, sidewalks, and passageways, but not within any lot or the improvements thereon or within any building located on a lot or within any other area within the exclusive control of any Owner or Occupant; such insurance to afford protection of not less than \$1,000,000 with respect to bodily injury or death to any one person, not less than \$5,000,000 with respect to any one accident, and not less than \$1,000,000 with respect to property damage.

SECTION 7.2. OWNER'S MAINTENANCE RESPONSIBILITY. Each Owner of a lot shall be responsible for the maintenance of its lot and the improvements constructed thereon, including the maintenance or repair of any utility lines which service said Owner's lot and/or improvements.

SECTION 7.3. MAINTENANCE BY LOT OWNERS ASSOCIATION. At such time as Developer no longer owns any lot, portion of, or interest in the subject property, or at any other time by agreement between Developer and the lot owners, Developer may assign and delegate the aforesaid maintenance obligation to a lot owners association to be formed by the purchasers of lots in the Washington County Industrial Park. Should the association be unwilling or unable to assume such obligation, or after initially assuming such obligation shall thereafter be unable to unwilling to continue such obligation, then the obligation to maintain the common areas and facilities shall be assigned and delegated to the Owners of the lots within the subject property, pro rata in accordance with their ownership interests. In such event, owners of fifty-one percent (51%) of the lots within the subject property shall have the right to designate a maintenance operator, and from time to time to replace such operator, to perform all of the maintenance obligations described in this Section. The designation by fifty-one percent (51%) of the Owners of such an operator shall be binding upon all other Owners.

ARTICLE VIII ALLOCATION OF MAINTENANCE COSTS AND PROPERTY TAXES

SECTION 8.1. ALLOCATION OF COST OF MAINTAINING COMMON AREAS AND FACILITIES. The cost of maintaining the common areas and facilities and all real property taxes attributable to the common areas shall be allocated pro rata among all of the Owners of lots within the subject property. Each lot shall bear its pro rata share of all such costs and real property taxes on an acreage basis.

SECTION 8.2. COMPUTATION OF MAINTENANCE COSTS. All of the costs incurred by Developer to perform its obligations set forth in Section 7.1 hereof shall include all of the Developer's actual out-of-pocket expenses to perform such services; the cost of administration thereof, including the cost of accounting for the computation and collection of maintenance costs and real property taxes; a reasonable reserve for delinquent accounts; plus any costs incurred to provide security to the subject property, if necessary; all of such costs to be determined in accordance with generally accepted accounting principles consistently applied.

SECTION 8.3. ASSESSMENT OF COSTS. All estimated costs and expenses of maintenance except those attributable to real property taxes shall be assessed in advance by Developer or any subsequent maintenance operator and billed to each Owner not less frequently than once each calendar quarter. Such assessments shall be paid by each Owner promptly upon receipt thereof. The amount, if any, by which any assessments received in advance from any Owner exceed such Owner's actual share of maintenance expenses for a billing period shall be credited against the estimated costs and expenses

for the ensuing billing period. Real property taxes attributable to the common areas shall be billed to each Owner as soon as reasonable possible after receipt of the tax bills from the taxing agency. Each Owner shall remit one-half of his pro rata share of such taxes prior to December 1 of each year, and the balance prior to April 1 of the following year.

SECTION 8.4. CREATION AND ENFORCEMENT OF MAINTENANCE AND TAX ASSESSMENT LIEN.

(A) Developer, in its capacity as Owner of the subject property hereby covenants and agrees to pay, and each subsequent Owner of a lot, by acceptance of title thereto, whether or not it shall be so expressed in any conveyance of said lot, is deemed to covenant and agree to pay all assessments for maintenance and real property taxes as set forth in the preceding Section, such assessments to be fixed, established, and collected from time to time as provided in this Declaration. Such assessments, together with interest thereon as hereafter set forth and together with the cost of collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made.

(B) In the event that any Owner shall fail to pay such Owner's assessment within ten (10) days after such costs, expenses, and taxes have been assessed to such Owner, Developer may at any time within two (2) years from the date such assessment becomes due, file for record in the Office of the County Recorder of Washington County, Indiana, a claim of lien signed by Developer together with interest thereon, which claim shall contain; (1) a statement of the amount unpaid, the amount of such advance, and the interest accrued thereon; (2) a legal description of the lot owned by such delinquent Owner; and (3) the name of the delinquent Owner. Such claim of lien shall be effective to establish a lien against the interest of the delinquent Owner and his lot, together with interest on the amount of such assessment from the date thereof, at a rate equal to the greater of ten percent (10%) per annum or one percent (1%) greater than the Bank of America prime rate then in effect, plus recording fees, cost of title search obtained in connection with such lien or the foreclosure thereof, and court costs and reasonable attorneys' fees which may be incurred in the enforcement of such a lien.

(C) Such a lien, when so established against the lot described in said claim, shall be prior or superior to any right, title, interest, lien, or claim which may be or may have been acquired in or attached to the real property interests subject to the lien subsequent to the time of filing such claim for record, other than (1) the lien for real property taxes and assessments, or (2) the lien of any deed of trust given to serve a note, the proceeds of which were used to improve the develop the lot subject to the lien. Such lien shall be for the benefit of Developer and may be enforced and foreclosed in a suit or action brought by Developer in any court of competent jurisdiction, if brought within one (1) year of the filing of such claim.

(D) Any such sale provided for herein is to be conducted in accordance with the provisions of I.C., 32-29-7-1 through 14, and any statute supplemental thereto or amendatory thereof, which are applicable to the exercise of powers of sale in mortgages or in any other manner permitted or provided by law. Developer or any Owner, through their duly authorized agents, shall have the power to bid on the lien property at any foreclosure sale, and to acquire, lease, mortgage and convey the same.

(E) Upon the timely curing of any default for which a notice of claim of lien was filed, Developer or the Owner claiming such lien is hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the lien claimant, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest, or fees as such have been incurred. The assessment lien and the rights to foreclose thereunder shall be in addition to, and not in substitution for, all other rights and remedies which any party may have hereunder and by law, including a suit to cover a money judgment for unpaid assessments.

(F) In the event that the Association or any other person or entity shall assume the responsibility for maintenance of the common areas and facilities, pursuant to Section 7.3 hereof, such person or entity shall be entitled to determine the amounts and make the assessments provided for in this Article VIII and to enforce the lien rights established in this Section 8.4.

ARTICLE IX ENFORCEMENT

SECTION 9.1. EQUITABLE SERVITUDES. All of the provisions herein contained shall be enforceable at law or in equity as equitable servitudes by Developer, its successors and assigns, and any Owner.

SECTION 9.2. DEEMED TO CONSTITUTE A NUISANCE. The result of every action or omission whereby any restriction herein contained is violated, in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, may be exercised by the Developer or by any Owner subject to these restrictions.

SECTION 9.3. RIGHTS OF MORTGAGEES. No breach or violation of these covenants, conditions or restrictions shall defeat or render invalid the lien of any mortgage, deed of trust, or similar instrument securing a loan made in good faith and for value with respect to the Development or permanent financing of any lot or portion thereof; provided, that all these restrictions shall be binding upon and effective against any subsequent Owner of the Property or any portion thereof whose title is acquired by foreclosure, trustee sale, deed in lieu of foreclosure, or otherwise pursuant to such lien rights.

SECTION 9.4. ATTORNEYS' FEES. In any legal or equitable proceeding for the enforcement of these Covenants and Restrictions or to restrain any violation of them, or any provision hereof, the prevailing party shall, in addition to all other costs, be entitled to reasonable attorneys' fees. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

SECTION 9.5. FAILURE TO ENFORCE NOT A WAIVER OF RIGHTS. The failure of the Developer or any Owner to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

ARTICLE X GENERAL PROVISIONS

SECTION 10.1. TERM; RESTRICTIONS RUN WITH LAND.

(A) Unless canceled, altered or amended under the provisions of this Section 8.1, these Covenants and Restrictions are to run with the Land and shall be binding on all parties claiming under them for a period of twenty (20) years from the date they are recorded, after which time they may be extended in successive periods of ten (10) years, if there is recorded in the appropriate governmental office an instrument signed by the then Owners of more than fifty percent (50%) of the Property (based on the acreage owned as compared to the total number of acreage in the Property) agreeing to extend "as-is" or otherwise cancel, alter, modify or amend these Covenants and Restrictions in whole or in part.

(B) No cancellation, alteration, extension, modification or amendment of these Covenants and Restrictions shall be effective until the proper written instrument as required herein has been executed, acknowledged and recorded in the office of the Recorder of the City of Salem, Indiana.

SECTION 10.2. ASSIGNMENT OF DEVELOPER'S RIGHTS AND DUTIES. Any and all rights, powers and reservations of the Developer herein contained may be assigned by the Developer to any person, corporation or association which will assume the duties of the Developer pertaining to the particular rights, power and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, such person, corporation or association shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given and assumed by the Developer herein. If at any time the Developer ceases to exist and has not made such an assignment, a successor may be appointed in the same manner as these Covenants and Restrictions may be extended, canceled, altered, modified or amended under Section 8.1 above. Furthermore, and notwithstanding any other provision of these Covenants and Restrictions to the contrary, any and all rights, powers and reservations of the Developer herein contained shall be assigned by the Developer to an association, if any, consisting

of the Owners of Seventy-five Percent (75%) of the Property (based on the acreage owned as compared to the total number of acreage in the Property) at such time as any such association may request.

SECTION 10.3. MISCELLANEOUS.

(A) Every person who now or hereafter owns or acquires any right, title or interest in or to any Tract or any portion thereof is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to these Covenants and Restrictions is contained in the instrument by which such person acquired an interest in any Tract or portion thereof.

(B) The paragraph headings used herein are inserted for convenience only and are not intended to be part of these Covenants and Restrictions or to in any way define, limit or describe the scope and intent of the particular sections to which they refer.

(C) If any provision of these Covenants and Restrictions is held to be invalid by any Court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

(D) The Developer may at any time or from time to time during the term of these Covenants and Restrictions add to the Property which is covered by these Covenants and Restrictions and, upon recording of an instrument incorporating such additional property into the Property, the Covenants and Restrictions contained herein shall apply to the additional property in the same manner as if it were originally covered by these Covenants and Restrictions and, thereafter, the rights, powers and responsibilities of the parties subject to these Covenants and Restrictions with respect to the additional property shall be the same as with respect to the Property and, likewise, the rights, privileges, duties and liabilities of the Owners or Occupants of the additional property or any portion thereof shall be the same as those of the Owners or Occupants of the Property.

(E) Whenever in these Covenants and Restrictions the Developer is granted discretion, or the option to exercise any of the rights or powers herein granted or reserved to the Developer, such discretion, or option, shall be exercised only reasonably and only in a reasonable manner.

[The balance of this page is intentionally left blank.]

This instrument is hereby amended this 21st day of August 2008.
IN WITNESS WHEREOF, the Developer has signed this instrument this 7th
day of November, 2008.

WASHINGTON COUNTY ECONOMIC
GROWTH PARTNERSHIP, INC.

By:

Jess F. Helsel
Jess F. Helsel, President

Justin Green
Justin Green, Secretary

STATE OF INDIANA)
)
COUNTY OF WASHINGTON)

SS:

Before me, a Notary Public, in and for said County and State personally appeared
Jess F. Helsel and Justin Green, the President and Secretary, respectively, of the
WASHINGTON COUNTY ECONOMIC GROWTH PARTNERSHIP, INC., who
acknowledged the execution of the foregoing instrument for and on behalf of the
Corporation.

WITNESS my hand and Notary Seal, this 7th day of
November, 2008.

Sabrina Westfall
Signature Notary Public

Sabrina Westfall
Printed

My Commission Expires: 3-4-2016

My County of Residence: Washington

Exhibit "A"

**Deed of Covenants and Restrictions for
Washington County Industrial Park**

Being a part of Section 9, Township 2 North, Range 4 East; also being a portion of property conveyed to Washington County Economic Growth Partnership, Inc., as recorded in Deed Book X-7, Page 408, in the Office of the Recorder of Washington County, Indiana: Commencing at the southeast corner of the northeast quarter of Section 9, Township 2 North, Range 4 East; thence with said quarter line, South 89 degrees 49 minutes 3 seconds West 717.42 feet to the southeast corner of the aforesaid Washington County Economic Growth Partnership, Inc., property, which is THE TRUE PLACE OF BEGINNING of this description; thence continuing with said quarter line, South 89 degrees 49 minutes 3 seconds West, 2332.35 feet to the southwest corner of the aforesaid Washington County Economic Growth Partnership, Inc., property; thence with the west line of said Partnership property, North 1 degree 7 minutes 2 seconds West 880.78 feet; thence continuing with the west line of said Partnership property, North 1 degree 7 minutes 2 seconds West 386.09 feet; thence leaving the aforesaid west line North 89 degrees 49 minutes 3 seconds East 80 feet; thence continuing North 89 degrees 49 minutes 3 seconds East 762.21 feet; thence South 1 degree 7 minutes 2 seconds East a distance of 386.09 feet; thence North 89 degrees 49 minutes 3 seconds East a distance of 1492.28 feet to a point on the east line of the aforesaid Washington County Economic Growth Partnership, Inc., property; thence South 1 degree 17 minutes 4 seconds East a distance of 100 feet; thence continuing South 1 degree 17 minutes 4 seconds East a distance of 780.2 feet to THE PLACE OF BEGINNING, containing in all 54.51 acres, more or less.