

RESTRICTIVE AND PROTECTIVE COVENANTS
AFFECTING
THE NORTH MANCHESTER INDUSTRIAL COMPLEX

PREAMBLE

It is the desire of the Town Council and Plan Commission of North Manchester, Indiana, the Directors of Manchester Economic Development Corporation (MEDCOR), the Strauss family (from whom the land was acquired), the residents of this community, and the Manchester Economic Growth Advocacy (MEGA) that these industrial sites be more than lots with buildings suited to tasks. It is our mutual hope that this will be a place where companies function as good neighbors, not just to the community but to one another. We'd like to think of this place as a subdivision of job owners. We want the people who give their time and talents to productive efforts here to look forward to arriving on site each day. To these ends, these covenants are prepared to guide the development and to govern this complex as described in the following declaration of covenants, conditions and restrictions.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, THESE COVENANTS, CONDITIONS AND RESTRICTIONS made this twenty-third day of August, 1999, by the Manchester Economic Development Corporation (MEDCOR), hereinafter referred to as "Declarant", Witnesseth:

WHEREAS, Declarant is the Owner and Developer of the North Manchester Industrial Complex, consisting of the unplatted ORIGINAL PHASE containing 85 acres, more or less, and the platted EAST PHASE containing 64.81 acres, more or less, both of which are more particularly described as follows:

ORIGINAL PHASE, being part of the East Half of Section Number Six (6), Township Twenty-nine (29) North, Range Seven (7) East, lying south of Eel River, in Chester Township, Wabash County, Indiana, as fully described on Exhibit A attached and incorporated herein by reference.

AND, ALSO,

EAST PHASE, being part of the West Half of the Southwest Quarter of Section Number Five (5) and part of the East Half of the Southeast Quarter of Section Number Six (6), all in Township Number Twenty-nine (29) North, Range Seven (7) East, lying south of Eel River, in Chester Township, Wabash County, Indiana, as fully described on Exhibit B attached and incorporated herein by reference and in the Plat of North Manchester Industrial Park, East Phase, containing Lots One (1) through Eleven (11), inclusive; and,

WHEREAS, the tracts in the ORIGINAL PHASE are unplatted and described by metes and bounds descriptions designed to meet the needs of each future owner thereof, but are, nonetheless, subject to these covenants, conditions and restrictions to the extent the same are applicable thereto; and,

WHEREAS, the dimensions of the lots, as well as the streets, together with all other rights-of-way and easements are shown and designated on the Plat of the EAST PHASE, which is made a part hereof; and,

WHEREAS, the streets as shown on the Plat of the East Phase and Wabash Road, as now developed in the Original Phase, are declared and made public thoroughfares and are hereby dedicated to the public for use as public streets subject to the laws governing public streets in the State of Indiana; and,

WHEREAS, Declarant intends to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and qualities of said land for the benefit of its future owners;

NOW, THEREFORE, Declarant declares the said real property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property and of each and every person or entity who now or in the future owns any portion or portions of said real property.

1. Land Use. All parcels conveyed from the ORIGINAL PHASE and all Lots in the East Phase shall be used only for industrial manufacturing, processing, fabricating, warehousing and service purposes conducted entirely with enclosed buildings. No parcel or lot shall be used for residential purposes.

2. Building Location. No building shall be located on any parcel or lot nearer to the front lot line or nearer to the side or rear parcel or lot line than the minimum building set back prescribed by the North Manchester Zoning Ordinance; provided, however, the front setback on Wabash Road shall not be less than one hundred (100) feet.

3. Building Height. Maximum building shall be thirty-five (35) feet measured from the building grade. Special facilities, water towers, water tanks, stand pipes, stairways, ventilating fans, or similar equipment required to operated and maintain the building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, flagpoles, chimneys, smokestacks, gravity flow storage, or similar structures may be erected to any height not prohibited by law.

4. Maximum Floor to Area Ratio. The following schedule shall be followed when designing and erecting facilities:

- a) One story building - 0.5. (50% land - 50% building)
- b) Two or more stories - 0.8 (60% and - 40% building)

5. Minimum Distances Between Structures. In the event two or more buildings are constructed on a parcel or lot, the distance between them shall be no less than fifteen (15) feet.

6. Performance Standards. Any use established on a parcel or lot shall be operated to comply with all performance standards required by Federal, State of Indiana and Town of North Manchester laws and regulations, whichever is the most restrictive, for each of the following items:

- Noise
- Vibration
- Smoke and Particulate Matter
- Toxic or Hazardous Matter
- Odorous Matter
- Fire and Explosion Hazards
- Flammable Liquids and Gases
- Glare and Heat
- Radiation Hazards

7. Architectural and Design Standards. The outside walls of all buildings shall be masonry, brick, stone or similar construction; or pre-engineered metal buildings attractively erected, painted and/or covered. The fronts and sides of every building utilizing metal siding shall be further protected with a facing wall at least three (3) feet in height constructed of brick, concrete, stone, or a combination of these materials.

Building construction and design shall create a structure with all sides of high quality, rather than placing all emphasis on the front elevation of the building while neglecting or downgrading the aesthetic appeal of the other elevations of the building.

Materials other than specified may be used when outside walls are installed and future expansion is contemplated within less than eighteen (18) months.

All construction, including materials and their treatments, shall be in compliance with the building codes of the State of Indiana.

8. Parking, Loading Docks and Driveways. Parking shall not be permitted on the public streets.

Parking areas shall be provided on each parcel or lot as follows:

One space for each two (2) employees of combined employment on the two (2) largest successive shifts.

-plus-

One space for each managerial employee

-plus-

One visitor space for each ten (10) managerial employees

Each parking space shall be not less than three hundred (300) square feet in size including aisles, entrances and exits.

When parking is located against any building a wheel stop shall be installed to protect the building.

Owners or occupants of parcels and lots shall install truck loading docks in such locations and numbers to permit trucks to load and unload without hindering traffic on any public street.

Inside loading docks are encouraged; however, if outside locations are used, they shall be screened by landscaping or structural means.

Driveways shall be designed and constructed to permit safe passage of vehicles from public streets to parking lots and loading docks without causing congestion or safety hazards in the public streets.

If motor vehicles are stored outside at night on a parcel or lot, they shall be parked in a designated area at the rear or side of the building.

Illumination of an off-street parking area and loading dock area shall be arranged so as to not direct rays of light into adjacent properties and streets.

No curb cut or entrance to a parcel or lot shall be located within seventy-five (75) feet of the nearest intersection. The radii of the curb cut shall not be less than twenty-five (25) feet.

9. Outside Storage. Storage areas for equipment, raw materials, semi-finished or finished products shall be completely enclosed by a solid wall, uniformly painted solid fence or chain link fence, including solid doors or gates thereto, and further screened by dense plantings of trees and shrubs.

The height of stored items shall not exceed that of the enclosing wall or fence.

10. Refuse Materials. All refuse if stored outside the building shall be kept in sanitary containers. Said containers shall be stacked in a neat and safe manner and shall not be allowed to accumulate. All storage areas for said sanitary containers shall be totally enclosed and screened from view from the streets and from adjoining properties and shall be located at the rear of the building.

11. Landscaping. All of the aforementioned real estate and all buildings, structures, improvements and appurtenances shall be attractively landscaped and that portion of said real estate not used for buildings, structures, parking areas, loading areas, driveways, streets and other landscaping shall be planted and maintained as a lawn in good condition with six inches of top soil.

Landscape treatment may include the use of ground covers, flower beds, hedges, shade trees, walls, terraces, fountains, flowering trees, or sculpture materials.

No landscaping shall obstruct vision at the entrance of a parcel or lot.

All landscaping areas shall be kept neat and trimmed at all times. Lawns, shrubs, hedges, flowers and trees are to be cared for to assure their good appearance including, but not limited to, preventive maintenance such as fertilizing, watering, weed control, reseeding, pruning and cutting and removal of broken, dead or diseased materials.

At least one tree shall be provided for every forty (40) lineal feet of frontage on a parcel or lot.

At least three (3) shrub bushes shall be provided for every ten (10) feet of lineal building area long the front.

12. Signs.

Permanent signs shall be controlled by the following:

- (1) No permanent sign shall be displayed on a parcel or lot except one (1) sign of not more than one square foot per lineal foot of the building facade.
- (2) Reflection and radiating sources of illumination shall be permitted on a sign having a maximum intensity of not more than one hundred (100) feet lamberts at the light source and thirty (30) foot candles at the sign.
- (3) The subject matter shall be limited to the name of the business occupying the parcel or lot, the address, phone number and products manufactured or sold on the real estate.
- (4) Signs affixed to a building wall shall not project above the building wall.

Temporary signs designating a new development on a parcel or lot shall be removed within one (1) month following the completion of the development.

13. Utilities. All electric lead lines will be located in utility easements within required side or rear yards of parcels and lots. All electric service lines may be installed at the discretion of the utility, except that electric service lines located in the required front yard must be installed underground. All utility easements shall be kept free of all permanent structures.

All telephone wiring shall be installed underground.

14. Storm Water. Buildings, paved areas and other site improvements shall be designed and constructed to provide that the rate of storm water run-off is not substantially increased over that of the natural run-off existing prior to development.

15. Nuisances. Obnoxious or offensive activity shall not be carried on upon any lot or parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

16. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot or parcel, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot or parcel. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or parcel.

17. Fuel Supply Tanks. No fuel supply tanks shall be exposed above ground.

18. Water Supply. No individual water supply system shall be permitted.

19. Sewage Disposal. No individual sewage disposal system shall be permitted.

20. Architectural Control. No building or improvement shall be erected, placed or altered on any lot or parcel until the construction plans and specifications and a plan showing the location of the structure have been approved by the Declarant as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot or parcel nearer to any street than the minimum building set back line unless similarly approved. When all lots have been sold by the Declarant, the decisions assigned herein to the Declarant shall be made upon majority vote of the owners of the lots in the East Phase or the parcels in the Original Phase.

21. Streets. Wabash Road and the streets shown on the Plat shall conform to Town of North Manchester specifications and are hereby dedicated to the public.

22. Term. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless the owners of a majority of the total acreage of real estate sig and record an instrument revoking, altering or otherwise changing said covenants in whole or in part.

23. Enforcement. The right to enforce the restrictions and covenants together with the right to cause a removal by process of law of any structure erected in violation thereof is hereby reserved to the owner of a lot or parcel.

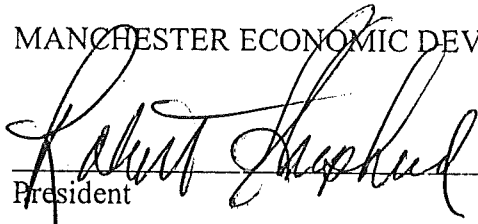
24. Binding Effect. The term Declarant as used herein shall include the Town of North Manchester, Indiana; the Town's Industrial Growth Advisory Committee, and their successors and assigns.

25. Severability. Invalidation of any one of these covenants by judgment of a Court Order shall in no ways effect any of the other provisions which shall remain in full force and effect.

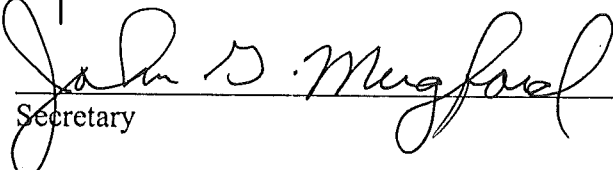
IN WITNESS WHEREOF, these restrictive covenants, conditions and restrictions are declared to be in full force and effect as to each parcel and lot in the North Manchester Industrial Complex.

Owner and Declarant

MANCHESTER ECONOMIC DEVELOPMENT CORP.



President



Secretary

APPROVED BY:

NORTH MANCHESTER PLAN COMMISSION




President

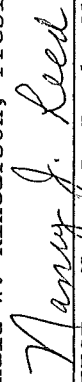


Secretary

THE FINAL PLAT OF NORTH MANCHESTER INDUSTRIAL PARK, EAST PHASE, AND THE RESTRICTIVE COVENANTS AFFECTING THE NORTH MANCHESTER INDUSTRIAL COMPLEX, INCLUDING THE DEDICATION OF STREETS AND OTHER PUBLIC WAYS ARE HEREBY ACCEPTED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTH MANCHESTER, INDIANA THIS 15 DAY OF SEPTEMBER, 1999.



Donald W. Rinearson, Presiding Officer



ATTEST: Nancy J. Reed, Clerk-Treas.

SEAL

DESCRIPTION: Part of the East Half of Section number 6, Township 29 North, Range 7 East, lying south of the Eel River, being more particularly described as follows:

Beginning at the southwest corner of said East Half, marked by a railroad spike; thence North 00 degrees 37 minutes 33 seconds West, along the west line of said East Half, 810.65 feet to a boat spike; thence northeasterly along the centerline of Wabash Road and a non tangent curve to the left, having a radius of 235.16 feet, a central angle of 19 degrees 27 minutes 54 seconds, an arc length of 79.89 feet and subtended by a chord bearing North 55 degrees 48 minutes 15 seconds East, 79.51 feet; thence North 46 degrees 57 minutes 40 seconds East, along said centerline, 134.93 feet to the point of curvature of a curve to the left; thence along said centerline and a curve having a radius of 1011.57 feet, a central angle of 10 degrees 55 minutes 38 seconds, an arc length of 192.92 feet; thence North 35 degrees 49 minutes 50 seconds East, along said centerline, 285.59 feet to an iron rebar stake; thence North 38 degrees 26 minutes 30 seconds East, along said centerline, 1423.91 feet to an iron rebar stake; thence South 51 degrees 33 minutes 30 seconds East, 20.00 feet to an iron rebar stake; thence South 43 degrees 14 minutes 45 seconds East, 1332.77 feet to an iron rebar stake; thence South 10 degrees 49 minutes 12 seconds West, along the westerly right of way line of the Conrail Railroad (formerly the Cleveland, Cincinnati, Chicago, and St. Louis Railroad), 1437.88 feet; thence South 88 degrees 51 minutes 00 seconds West (basis of bearings), along the south line of said East Half, 1997.97 feet to the POINT OF BEGINNING.

Containing 85.00 acres, more or less.
Subject to rights of way for County Road number 1100 North and Wabash Road. Also subject to easements, rights of way and restrictions of record.

EXHIBIT A

DESCRIPTION: Part of the West Half of the Southwest Quarter of Section number 5, and part of the East Half of the Southeast Quarter of Section number 6, all in Township 29 North, Range 7 East, lying south of the Eel River, being more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter, marked by a railroad spike; thence South 89 degrees 57 minutes 40 seconds East (recorded bearing), along the south line of said Southwest Quarter, 530.26 feet to the POINT OF BEGINNING; thence North 00 degree 02 minutes 20 seconds East, 315.00 feet to an iron rebar stake and the point of curvature of a curve to the right; thence northerly, along a curve having a radius of 340.00 feet, a central angle of 31 degrees 08 minutes 28 seconds, an arc length of 184.80 feet to an iron rebar stake; thence North 59 degrees 05 minutes 33 seconds West, 502.50 feet to an iron rebar stake; thence North 44 degrees 10 minutes 48 seconds West, 720.00 feet to an iron rebar stake; thence North 10 degrees 49 minutes 12 seconds East, along the easterly right of way line of the Conrail Railroad (formerly the Cleveland, Cincinnati, Chicago and St. Louis Railroad), 1181.22 feet to an iron rebar stake; thence South 80 degrees 29 minutes 39 seconds East, along the southerly bank of the Eel River, 88.00 feet; thence South 71 degrees 04 minutes 52 seconds East, along said river bank, 264.00 feet; thence South 79 degrees 19 minutes 52 seconds East, along said river bank, 481.20 feet; thence South 64 degrees 51 minutes 52 seconds East, along said river bank, 410.0 feet; thence North 85 degrees 47 minutes 36 seconds East, along said river bank, 237.59 feet; thence South 01 degree 03 minutes 52 seconds East, along the east line of the West Half of said Southwest Quarter, 2080.44 feet to a railroad spike; thence North 89 degrees 57 minutes 40 seconds West, along the south line of said Southwest Quarter, 505.63 feet; thence North 00 degree 02 minutes 20 seconds East, 208.71 feet; thence North 89 degrees 57 minutes 40 seconds West, parallel with said south line, 208.71 feet; thence South 00 degree 02 minutes 20 seconds West, 208.71 feet; thence North 89 degrees 57 minutes 40 seconds West, along said south line, 80.00 feet to the POINT OF BEGINNING.

Containing 64.81 acres, more or less.
Subject to right of way for County Road number 1100 North. Also subject to easements, rights of way and restrictions of record.

EXHIBIT B