

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

COMMERCE PARK

This **DECLARATION** is made on the _____ day of December, 1996, by **HOPKINSVILLE INDUSTRIAL FOUNDATION, INC.**, a non-profit corporation, organized and existing under the laws of the Commonwealth of Kentucky, having its principal place of business located at 1209 South Virginia Street, Hopkinsville, Christian County, Kentucky 42240 (the "Foundation").

W I T N E S S E T H :

WHEREAS, the Foundation is a non-profit corporation organized for the purpose of promoting the industrial development of Hopkinsville, Christian County, Kentucky, and has acquired, or will acquire, certain tracts of real estate described on Exhibit A attached hereto and incorporated herein by reference (the "Property") which the Foundation has established as an industrial subdivision;

WHEREAS, the Foundation desires to establish certain restrictions for the protection of persons, corporations and other entities purchasing sites within the industrial subdivision, and to promote the orderly industrial growth of the industrial subdivision which shall bind and protect all persons, corporations and/or entities purchasing sites therein from and after the date hereof;

NOW, THEREFORE, for and in consideration of the mutual covenants existing or hereafter to exist by and between the Foundation and the transferee of any lot lying within the boundaries of the industrial subdivision, the Foundation hereby adopts the following covenants with respect to, and restrictions upon, all lots located within the Property:

1. Permitted Uses. The Property shall be used only for industrial purposes or for such industrially related purposes as may be permitted by the Foundation in its sole discretion.

2. Submission and Approval of Plans. Prior to commencing any construction or alteration of any buildings,

enclosures, fences, loading docks, parking facilities, storage areas, signs or any other structures or improvements on any portion of any lot on the Property, including, without limitation, any change in the streets, roadways, railroads, alleys, landscaping, drainage or grading on any part of the Property, the owner of the lot shall first submit site plans or plans and specifications to the Foundation for its written approval. All improvements to any lots shall comply with applicable planning, zoning, and building construction regulations. If the Foundation's written approval is subject to certain amendments or additions to the submitted plans, the construction, alteration or other work shall be performed in accordance with such amendments or additions to the plans. Any revisions made to the plans previously submitted to and approved by the Foundation shall be delivered to the Foundation for its prior written approval before any such revisions are implemented. If the Foundation fails to approve or disapprove any such submitted plans within thirty (30) days after they have been received by the Foundation, the Foundation's written approval shall be deemed to have been given, and the owner shall have complied with this restriction. The Foundation's written approval or disapproval of submitted plans shall be evidenced by its recording of such action in the minutes of a meeting of the Board of Directors of the Foundation, or by a letter sent by the Foundation to the owner which submitted the plans, whichever occurs first.

3. Prohibited Uses. No lot shall be used for any purpose or business which is considered dangerous or unsafe, or which constitutes a nuisance or is noxious or offensive by reason of emission of dust, odor, gas, smoke, fumes or noise. No lot shall be used in any manner which violates any applicable statutes, rules or regulations of any governmental body or agency having supervision or control over the use and maintenance of such property.

4. Condition of Property. Each owner of a lot shall at all times keep its lot and all improvements thereon in a safe and

neat condition and shall remove all rubbish from the lot. Each owner shall keep its lot mowed and shall maintain all improvements on the lot in good repair.

5. Parking. Parking on public streets within the subdivision shall not be permitted. Each owner shall provide adequate off-street parking for employees and visitors within its lot. All parking areas and driveways shall be paved with bituminous concrete or portland cement concrete. All parking areas which will be used at night shall be lighted to provide reasonable safety.

6. Lot Size and Setback Lines. All lots which are used for manufacturing purposes shall have a minimum size of five (5) acres. All buildings which front along the major access roads through or around the Property shall have setback lines of a minimum of one hundred (100) feet from the right-of-way lines of such roads. Minimum setbacks from each side and rear line shall be twenty-five (25) feet or shall correspond with the utility easements if they are more than twenty-five (25) feet from the property line. The sides of buildings situated on corner lots shall be a minimum of fifty (50) feet from the right-of-way of each adjacent roadway.

7. Rail and Truck Facilities. No part of any loading dock which faces any public street or highway shall be closer than one hundred (100) feet from the right-of-way line of such street or highway.

8. Utility Facilities. All electric substations and other utility facilities shall be placed at the side or rear of the buildings.

9. Drainage System. Each lot owner shall refrain from obstructing the natural flow of water on the Property and shall maintain the storm water drainage system as designed and constructed by the plans adopted by the Foundation. All utility and drainage easements shall be properly maintained continuously by each individual lot owner. No permanent structure of any kind

shall be placed over any drainage easements, swales or natural drains, nor shall the existing contours of any swale or detention basin be altered or changed by any person so as to interfere, obstruct or retard the flow of surface water through the drainage easements.

10. Property Subject to Declaration. The restrictions and covenants contained herein shall apply to the portion of the Property now owned by the Foundation and all parcels or tracts of the Property hereafter acquired by the Foundation.

11. Term. Each condition, covenant and restriction stated herein shall run with the land and shall be binding on and benefit all owners of lots on the Property, their heirs, executors, administrators, devisees, successors and assigns, for a period of thirty (30) years from the date that this Declaration is recorded.

At the end of that period, the restrictions and covenants in this Declaration shall automatically be extended for successive terms of ten (10) years each unless a majority of the then owners of the lots has agreed to rescind, alter, amend or change any of the restrictions or covenants contained in this Declaration.

12. Amendments. The restrictions and covenants contained in this Declaration may be altered, amended, changed or rescinded, in whole or in part, by a majority vote of the Board of Directors of the Foundation, at any time prior to and including December 15, 2006. After that date, a majority vote of all owners of lots on the Property shall be required to alter, amend, change or rescind any provision of this Declaration.

13. Benefit and Binding Effect. This Declaration shall benefit and bind any and all persons, firms and/or corporations who may now own, or who may hereafter own, any lot on the Property. Such persons, firms and/or corporations are hereby specifically given the right to enforce the restrictions and covenants contained herein by injunction or other lawful procedure and to recover damages resulting from any violation thereof.

IN WITNESS WHEREOF, the Foundation has executed this

Declaration of Covenants and Restrictions of Commerce Park as of the date set forth in the preamble hereto.

HOPKINSVILLE INDUSTRIAL
FOUNDATION, INC.

By _____
John B. Crenshaw, President

STATE OF KENTUCKY)
): SCT
COUNTY OF CHRISTIAN)

The foregoing Declaration of Covenants and Restrictions of Commerce Park was acknowledged, subscribed and sworn to before me by John B. Crenshaw, the President of Hopkinsville Industrial Foundation, Inc., a Kentucky non-profit corporation, on behalf of the corporation, this _____ day of December, 1996.

My commission expires:_____.

Notary Public

(SEAL)

This instrument was prepared by:
Julia T. Crenshaw
WHITE, WHITE, ASKEW & CRENSHAW
P. O. Box 2
Hopkinsville, Kentucky 42241
(502) 885-5377

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AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
COMMERCE PARK

This **AMENDMENT TO DECLARATION** is made on the _____ day of _____, 1998, by **HOPKINSVILLE INDUSTRIAL FOUNDATION, INC.**, a non-profit corporation, organized and existing under the laws of the Commonwealth of Kentucky, having its principal place of business located at 1209 South Virginia Street, Hopkinsville, Christian County, Kentucky 42240 (the "Foundation").

W I T N E S S E T H :

WHEREAS, the Foundation has adopted a Declaration of Covenants and Restrictions of Commerce Park dated December 18, 1996 (the "Declaration"), which is recorded in Miscellaneous Book 54 at page 269, Christian County Clerk's Office;

WHEREAS, the Declaration applies to certain tracts of real estate owned by the Foundation or which may be acquired by the Foundation as described on Exhibit A attached to the Declaration; and

WHEREAS, the Foundation desires to apply the restrictions and covenants set forth in the Declaration to additional property owned by it or to be acquired by it;

NOW, THEREFORE, for and in consideration of the mutual covenants existing or hereafter to exist by and between the Foundation and the transferee of any lot lying within the boundaries of the industrial subdivision known as Commerce Park, the Foundation hereby adopts the following Amendment to the Declaration:

1. The covenants and restrictions set forth in the Declaration shall apply to all property described in Exhibit A attached to the Declaration and to all tracts of real estate described on Schedule 1 attached hereto and incorporated herein by reference (collectively, the "Property"). Immediately upon the

acquisition by the Foundation of any tract of the Property which is under an option in favor of the Foundation, such tract shall be subject to the covenants and restrictions set forth in the Declaration as amended hereby.

2. All other terms and provisions of the Declaration which are not amended hereby shall remain in full force and effect without modification.

3. This Amendment shall benefit and bind any and all persons, firms and/or corporations who may now own, or who may hereafter own, any lot or tract of the Property. Such persons, firms and/or corporations are hereby specifically given the right to enforce the restrictions and covenants contained herein by injunction or other lawful procedure and to recover damages resulting from any violation thereof.

IN WITNESS WHEREOF, the Foundation has executed this Amendment to Declaration of Covenants and Restrictions of Commerce Park as of the date set forth in the preamble hereto.

HOPKINSVILLE INDUSTRIAL
FOUNDATION, INC.

By _____
John B. Crenshaw, President

STATE OF KENTUCKY)
): SCT
COUNTY OF CHRISTIAN)

The foregoing Amendment to Declaration of Covenants and Restrictions of Commerce Park was acknowledged, subscribed and sworn to before me by John B. Crenshaw, the President of Hopkingsville Industrial Foundation, Inc., a Kentucky non-profit corporation, on behalf of the corporation, this _____ day of _____, 1998.

My commission expires: _____.

Notary Public

(SEAL)

This instrument was prepared by:
Julia T. Crenshaw
WHITE, WHITE, ASKEW & CRENSHAW
P. O. Box 2
Hopkinsville, Kentucky 42241
(502) 885-5377

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SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
COMMERCE PARK

This **SECOND AMENDMENT TO DECLARATION** is made on the _____ day of August, 1999, by **HOPKINSVILLE INDUSTRIAL FOUNDATION, INC.**, a non-profit corporation, organized and existing under the laws of the Commonwealth of Kentucky, having its principal place of business located at 1209 South Virginia Street, Hopkinsville, Christian County, Kentucky 42240 (the "Foundation").

W I T N E S S E T H :

WHEREAS, the Foundation has adopted a Declaration of Covenants and Restrictions of Commerce Park dated December 18, 1996 (the "Declaration"), which is recorded in Miscellaneous Book 54 at page 269, Christian County Clerk's Office;

WHEREAS, the Foundation has adopted an Amendment to Declaration of Covenants and Restrictions of Commerce Park dated March 31, 1998 (the "Amendment"), which is recorded in Miscellaneous Book 59 at page 487, same office;

WHEREAS, the Foundation desires to amend further the Declaration as amended by the Amendment (the "Amended Declaration") to modify the provision pertaining to lot size and setback lines and the provision pertaining to parking;

NOW, THEREFORE, for and in consideration of the mutual covenants existing or hereafter to exist by and between the Foundation and the transferee of any lot lying within the boundaries of the industrial subdivision known as Commerce Park, the Foundation hereby adopts the following Second Amendment to the Amended Declaration:

1. The Amended Declaration shall be amended in paragraph 5 pertaining to parking so that the existing provision is

deleted in its entirety and the following new paragraph 5 is inserted in lieu thereof:

5. Parking. Parking or stopping on public streets within the subdivision shall not be permitted. Each owner shall provide adequate off-street parking for employees, visitors and delivery trucks. All parking areas and driveways shall be paved with bituminous concrete or portland cement concrete. All parking areas to be used at night shall be lighted to provide reasonable safety. All driveways shall be wide enough to accommodate trucks and other vehicles making deliveries so that no vehicles are stopping on any public street or blocking access to the lot.

2. The Amended Declaration shall be amended further in paragraph 6 pertaining to lot size and setback lines so that the existing provision is deleted in its entirety and the following new paragraph 6 is inserted in lieu thereof:

6. Lot Size and Setback Lines. All lots which are used for manufacturing purposes shall have a minimum size of five (5) acres. All buildings located on lots of at least five (5) acres in size shall have setback lines along the front boundary line of a minimum of at least one hundred (100) feet from the right-of-way of the adjacent roadway. All buildings located on lots of less than five (5) acres in size shall be permitted to have setback lines along the front boundary lines of a minimum of fifty (50) feet if no parking area or driveway is located between the building and the front boundary line. Minimum setbacks from each side and rear property line for all buildings shall be twenty-five (25) feet or shall correspond with the utility easements if they are more than twenty-five (25) feet from the property line. The setback lines for the sides of all buildings situated on corner lots shall be a minimum of fifty (50) feet from the right-of-way of each adjacent roadway.

3. All other terms and provisions of the Amended Declaration which are not amended hereby shall remain in full force and effect without modification.

4. This Second Amendment shall benefit and bind any and all persons, firms and/or corporations who may now own, or who may

hereafter own, any lot or tract of the Property (as defined in the Amended Declaration). Such persons, firms and/or corporations are hereby specifically given the right to enforce the restrictions and covenants contained herein by injunction or other lawful procedure and to recover damages resulting from any violation thereof.

IN WITNESS WHEREOF, the Foundation has executed this Second Amendment to Declaration of Covenants and Restrictions of Commerce Park as of the date set forth in the preamble hereto.

HOPKINSVILLE INDUSTRIAL
FOUNDATION, INC.

By _____
John B. Crenshaw, President

STATE OF KENTUCKY)
): SCT
COUNTY OF CHRISTIAN)

The foregoing Second Amendment to Declaration of Covenants and Restrictions of Commerce Park was acknowledged, subscribed and sworn to before me by John B. Crenshaw, the President of Hopkinsville Industrial Foundation, Inc., a Kentucky non-profit corporation, on behalf of the corporation, this _____ day of August, 1999.

My commission expires:_____.

Notary Public

(SEAL)

This instrument was prepared by:
Julia T. Crenshaw
WHITE, WHITE, ASKEW & CRENSHAW
P. O. Box 2
Hopkinsville, Kentucky 42241
(270) 885-5377

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