

Protective Covenants

Paris/Bourbon County Industrial Park

THIS DECLARATION, made this ____ the day of _____, 1996, by the Paris/Bourbon County Economic Development Authority (hereinafter referred to a "Declarant"):

ARTICLE I

RECITALS

- 1.01 Declarant is the owner of certain real property in Bourbon County, Kentucky, described in deed of Declarant of record in Deed Book _____, page _____, and shown by plat of record in _____, both documents of record in the Bourbon County Clerk's office, Courthouse, Paris, Kentucky.
- 1.02 On order to establish a general plan for the improvement and development of the Property to certain conditions, covenants and restrictions, upon and subject to which all of the property shall be held, improved and conveyed.

ARTICLE II

General Provisions

- 2.01 **Establishment of Covenants**, Declarant hereby declares that the Property shall hereinafter be held, transferred, sold, leased, conveyed and occupied subject to the covenants herein set forth, each and all of which is and are for, and shall insure to the benefit of and pass with each and every parcel of Property and shall apply to and bind the heirs, successors and assigns in the interest of any owner thereof.

Establishment of Covenants, 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; and to inform architects, engineers, builders,

The general purpose of this Declaration is to insure that the Paris/Bourbon County Industrial Park 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 Paris/Bourbon Industrial Park will be established and maintained to the following ends:
 - 1. Land uses and functions within a given land area will be compatible and complementary.
 - 2. Future owners and occupants of land within the Paris/Bourbon County Industrial Park will be protected against such use of neighboring land within the Paris/Bourbon Industrial Park which might unreasonably depreciate or detract from the value and use of their land.

The specific purpose of this Declaration is to provide a means for creating, maintaining, controlling and persevering the Property as a high-quality Industrial Park. To this end, it is Declarant's intention that any grantee shall be bound to carry out and enforce the spirit, as well as the letter, of the Declaration.

2.03 **Definitions**, The following definitions shall apply:

- A. **Site or lot** - "Site" or "lot" shall mean all contiguous land under one ownership.
- B. **Improvements** - "Improvements" shall mean and include, but not to be limited to, buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, loading areas and facilities, signs, utilities, hedges, mass plantings, landscaping, water lines, sewers, electric and gas distribution facilities, water retention structures, and *all* other structures.
- C. **Declarant** - "Declarant" shall mean the Paris/Bourbon County Economic Development Authority.
- D. **Industrial Park or Property** – “Industrial Park or Property” shall mean that certain real property described in the deed of Declaration or record in Deed Book ____, Pages ____, and shown by plat of record in - _____ both documents or record in the Bourbon County Clerk’s office.

- E. **Record Plat** – “Record Plat” shall mean the above-mentioned plat of record in _____, in the Bourbon County Clerk’s office, and any revisions thereof and placed of record

ARTICLE III
REFULATIONS OF USES AND OPERATIONS

3.01 **Permitted Uses and Operations**. Use of the property shall be limited to such uses as may from time to time be allowed in what is now designed as Light Industrial Zone (1-1) as established by the City of Paris Zoning Ordinances.

3.02 **Prohibited Uses**

- A. No operation or use shall be permitted or maintained which causes or produces any of the following effects discernible outside the improvements of affecting any adjacent property:
1. Noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency, or shrillness;
 2. Noxious, toxic, or corrosive fumes of gases;
 3. Obnoxious odors;
 4. Dust, dirt or fly ash;
 5. Unusual fire or explosive hazards.
- B. No part of the property shall be permitted for residential purposes except that a caretaker of watchman connected with any industry or business carried on upon the said lands may reside therein.
- C. The lands or part thereof shall not be used for restaurants or drive-in, or food take-out establishment, without the written consent of the Declarant; provided, however, that a cafeteria for the use of the building occupants only and not the general public will be permitted.
- D. The property shall not be used for automotive dealerships, automotive repair facilities or as a parking areas for construction equipment (other than when being utilized in the

construction of any on-site facility), or trucks, and trailers (except those being utilized by manufacturing and warehouse facilities located in the Industrial Park).

- E. The property shall not be used as an outside storage area, except as required in the normal course of business activity by manufacturing and warehouse facilities operating in the Industrial Park, and only then if properly screened from view as specified in these covenants and with Chapter 81; Landscape buffer regulations of the City of Paris
- F. No part of the property shall be used for any purpose that contaminates the soil, water or air of any property in the Industrial Park, including the particular site of lot owned by the Industrial User. Nor, shall any of the property be used for any purpose that contaminates the soil, water or air of any other land owner. Operations or processing which violates any federal, state or local environmental laws or regulations will not be permitted.

ARTICLE IV REFULATIONS OF IMPROVEMENTS

- 4.01 **Minimum Setback Lines** - No part of any structure of any kind shall be placed or erected on a site or lot closer to a property line or right of way line than hereinafter provided:
 - A. Front Setback - No building, or any other structure of any kind shall be located less than one hundred (100) feet from the property line of any site or lot.
 - B. Side Setback - No building, or any other structure, shall be located less than fifty (50) feet from the side property line of any site or lot.
 - C. Rear Setback - No building, or any other structure shall be located less than seventy-five (75) feet from the rear property line of any site or lot.
- 4.02 **Completion of Construction** - After commencement of construction of any improvements, the owner shall diligently prosecute the work thereon, to the end that improvements shall not remain in partly-finished condition any longer than reasonably necessary for completion thereof The owner of any site or lot on which improvements are being constructed shall at all times keep the public and private property and street contiguous to said site or lot free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements.
- 4.03 **Excavation** - No clearing or excavation shall be made except in connection construction of an improvement, and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded and leveled.
- 4.04 **Landscaping**,

- A. Every site on which a building shall have been placed shall be landscaped according to plans approved as specified herein a maintained thereafter in a slightly and well-kept condition. The minimum standards for landscaping shall be Chapter 81; landscape buffer regulations of the City of Paris.
- B. It is the intent of these covenants to preserve to the extent possible all trees currently on the property. The property owner, lessee or occupant of any site shall seek the written permission from the Declarant before any trees are removed from their site. ,However, the Declarant shall not unreasonably deny such request for the removal of such trees. It is the intent of this section to encourage cooperation in the preservation of the natural landscape of the property and yet meet the needs and requirements of owners, lessees or occupants of the property.

4.05 **Signs,**

- A. Plans and specifications for construction, installation, or alteration of all outdoor signs, inducing traffic or directional signs, shall be first submitted to and have written approval of Declarant.
- B. No billboards or outdoor advertising signs shall be permitted; however, the Paris/Bourbon County Economic Development Authority may erect a sign or signs identifying, or describing the property.
- C. All signs shall conform to such statues, ordinances and regulations as may be applicable thereto, and shall at all times be well maintained.

4.06 **Parking,**

- A. No parking shall be permitted upon any roadway, street or major road on any portion of the property.
- B. Plans for paved parking area in front of a building must be approved in writing by Declarant. Off-street parking shall be provided by the owner or occupant of each lot and shall be adequate to accommodate employees or visitors to the business conducted on the lot; trucks, trailers or other vehicles that may be serving such business; loaded or empty trailers and freight cars, and any other vehicles that may be on the lot. Such parking areas shall be paved with asphalt, concrete, or such other year-round surface material.
- C. Sufficient handicap parking shall be provided in accordance with federal, state and local laws.

4.07 **Loading Areas,**

- A. Loading or unloading areas shall be paved with asphalt, concrete or such other year-round surface material, shall be located at the rear or side of the building, and shall not face a roadway without permission granted in writing by Declarant.

4.08 **Building Regulations** - Any building erected on a site shall conform to the following construction practice:

- A. Any building constructed on any site shall be designed by an architect and shall have exterior walls of durable, attractive material such as brick, stone, exposed aggregate or textured concrete, glass, metal or such other material as may be approved in writing by Declarant. It is the Declarant's intent to approve building designs which are functional, attractive composed of durable, high-quality materials and compatible with the intended overall image of quality and permanence of the Park. It is the Declarant's intent to prohibit the use of designs and material which are judged to be out of character or in conflict with the intended image.
- B. **Building and Parking Area Coverage Limits.** Total area covered by the building structure shall not exceed fifty percent (50%) of the total site or lot. Total area by building and paving shall not exceed seventy percent (70%) of the total site or lot.

4.09

- A. **Specifics.** - Without limiting the generality of any of the foregoing, the following use restrictions shall be maintained and enforced with respect to the property.
- B. **Temporary Structures** - Temporary Structures may be placed on the site for use as office space during construction of the permanent building. Such temporary structures and surroundings shall be kept in a neat, clean manner during construction of the permanent building and shall be completely removed on completion of the permanent building. The owner or contractor shall provide approved temporary toilet facilities for all the workmen.
- C. **Easements** - Any purchaser of a portion of the property, by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to have agreed to grant without charge all easements, both permanent and temporary, reasonable necessary and required by the Declarant for further development of the property or any extension thereof. References to easements include, but not limited to, those for gas, water, sewage, drainage, telephone, television, entrance and exit roads and electrical lines. Such easements shall provide for adequate ingress and egress, shall provide reasonably necessary rights to cut down or trim trees, shall contain such limitations on construction or improvements of any kind on easement as may be reasonably necessary, and shall provide for restoration of the premises upon completion or construction of any improvements on such easements.

- D. **Screening of Storage and Refuse Areas** - Garbage and refuse containers shall be concealed and contained within buildings, or shall be concealed by means of screening wall of material similar to and compatible with that of the building plan. These elements shall be integral with the concept of the building plan, be designed so as not to attract attention, and shall be located in the inconspicuous manner possible. Unless specifically approved by the Declarant in writing, no materials, supplies or equipment shall be stored on the property except inside a closed building or behind a visual barrier screening such area so that they are not visible from neighboring property or streets.
- E. **Storage Tanks** - Storage Tanks shall be screened from view from all streets and adjoining properties and properly secured for safety.
- F. **Exterior Materials and Colors** - Finish building materials and colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. the Declarant shall have the right to approve or disapprove materials and colors on the exterior of all buildings and improvements.
- G. **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. Declarant reserves the right to make or cause to have made necessary repairs or maintenance to the exterior of any building or improvement as required to carry out the intent of this provision and the property owner agrees to reimburse the Declarant for any expenses actually incurred in carrying out the forgoing.
- H. **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 ten (10) day time period following written notice, the Declarant shall have the right, privilege and license to enter upon the premises and make any and all 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.
- I. **Maintenance of Drainage Areas** - Any purchaser or occupant of any site of 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. o

- J. **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.

ARTICLE V

APPROVAL OF USE, PLANS, AND SUBDIVISION OF LOTS

- 5.01 **Approval of Use of Site** - At the time of sale of a site or lot the Declarant shall approve the site or lot for a particular industrial use. The approved use of the site and the building erected thereon shall not be changed or modified without the consent of the Declarant in writing, and such consent shall not be unreasonably withheld as long as the requested change is a permitted use and not a prohibited use.
- 5.02 **Approval of Construction Plans** - Before commencing the construction or alteration of any building, enclosure, fences, loading docks, parking facilities, storage yards or any other structures or permanent improvements on or to any site or lot, the owner, lessee or occupant of the site or lot shall first submit complete plans and specifications including landscape plans, approved by an Architect or Engineer registered in Kentucky, to the Declarant for its written approval, as hereinafter provided. No improvements shall be erected, placed, altered, maintained or permitted on any site or lot until such plans and specifications showing plot layout and all exterior elevations, with materials and colors thereto, structural design, roads, parking areas, sidewalks, storm water drainage, signs, landscaping, and exterior lighting shall have been submitted to and approved in writing by Declarant.

Approval shall be based, among other things, on materials used, fire safety; adequacy of site dimension; storm drainage consideration; conformity and harmony of external design with neighboring structures; improvements, operations and uses; adequacy of screening, relation of topography, grade and finish ground elevation of the site being improved to that of neighboring sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plans and intent of these covenants. The Declarant shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

- 5.03 If Declarant fails either to approve or to disapprove such plans and specifications within Sixty (60) days after the same have been submitted in writing to it, it shall be conclusively presumed that the Declarant has approved said plans and specifications, subject, however, to the restrictions contained in Article III hereof

- 5.04 The Declarant, nor its individual members, successors or assigns, shall be liable in any manner whatsoever in damages to anyone submitting plans for approval, or to any owner or lessee of land affected by this Declaration, arising out of or in connection with the approval, disapproval or failure to approve any such plans. Every person who submits plans to Declarant, or its successors or assigns, for approval agrees, by submission of such plans, and every owner or lessee of any of said property agrees, by acquiring title thereto or interest therein, that he will not bring any action, proceeding or suite against Declarant, or its members, successors or assigns, to recover any such damages. In case of conflict between plan review and covenants herein contained, these covenants shall govern the rights and obligations of the parties.
- 5.05 **Subdivision of Lots or Sites** - No site or lot shall be subdivided without prior written consent of the Declarant, which shall be under no obligation to approve such subdivision.

ARTICLE VI SEWAGE DISPOSAL

- 6.01 **Sewage** - Owners, lessees, assignees and occupants of each site or lot shall be required to comply with all the rules and regulations of the governing agency providing sanitary sewer service to the Industrial Park.
- 6.02 Industrial users of public sewerage systems may be required to perform per-treatment of liquid waste prior to introduction thereof into the public sewers. The Paris Municipal Utilities shall control the quantity and/or quality of the sewage discharged into the sanitary sewerage system.
- 6.03 Plans for sanitary sewerage disposal shall be submitted to the Declarant, Paris Municipal Utilities, and all applicable governmental agencies for approval. The plans shall include information relative to the types and quantities of pollutants involved in the manufacturing process within the particular industry to be constructed on the property, as well as information pertaining to the quantity of ordinary sewage that is expected to be discharged into the system. Discharge into the sanitary sewerage system shall be prohibited until the plans and the actual construction is approved by Declarant, Paris Municipal Utilities and all applicable governmental agencies.

ARTICLE VII
ENFORCEMENT

- 7.01 **Beneficiaries of Covenants; Covenant to run with Land** - All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefits of the Declarant and each and every lot or site; shall create mutual, equitable servitude upon each and every lot or site in favor of every other lot or lot; shall create reciprocal rights and obligations between all grantees of said lots or sites; their successors and assigns; and shall as to the owner of each lot or site, their successors and assigns, operate as covenants running with the land, for the benefit of all other lots or sites.
- 7.02 **Inspection** - Declarant may from time to time at any reasonable hour enter and inspect the property subject to these restrictions as ascertain compliance herewith.
- 7.03 **Failure to Enforce Not a Wavier of Rights** - The Failure of Declarant or any owner to enforce any covenant 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.
- 7.04 **Payment of Legal Expenses** - In event that the Declarant, its successors, or assigns, initiates legal proceedings to enforce these Protective Covenants against any property owners or occupants in the Park, if Declarant is successful in said legal proceedings the property owner or occupant against whom said legal proceedings were initiated shall be responsible for payment of the Declarant's attorney(s) fees, court costs and other litigation expenses.

ARTICLE VIII
TERMS, TERMINATIONS, MODIFICATION, AND ASSIGNMENT
OF DECLARANT'S RIGHTS AND DUTIES

- 8.01 **Term** - This declaration, every provision hereof and every covenant, condition and restriction contained herein, shall continue in full force and effect in perpetuity unless modified per section 8.02.
- 8.02 **Termination and Modification** - This declaration, or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended as to the whole of said property or any portion thereof by the Declarant, with the approval of appropriate governing body and with the written consent of the owners of at least seventy-five (75%) of the property subject to these restrictions, exclusive of common areas and land dedicated to public use.

- 8.03 **Assignment of Declarant's Right and Duties** -Any and all rights and powers of the Declarant herein contained may be assigned to a successor, corporation or association which will assume the duties of Declarant and the rights and powers herein granted to the Declarant. If at any time, Declarant ceases to exist and has not made such an assignment, or has no successor, these Protective Covenants may be enforced by the County of Bourbon and the City of Paris, Kentucky, jointly and/of severally.

ARTICLE IX MODIFICATION

- 9.01 Whenever it appears to the Declarant that any provision contained in these covenants would work and undue hardship upon the owner or prospective owner of any the property because of site or lot size or shape, topography or any other reason, then the Declarant may grant relief from the operation of these covenants in the form of a modification, which shall be prepared in recordable form and recorded in the Bourbon County Clerk's office. Any such modification shall be limited in scope to that essential to provide the necessary relief and shall maintain the spirit and intended effect of these covenants. The decision shall be final and not subject to attack in any court by any owner, assignee, successor, or occupant seeking the modification.

ARTICLE X MISCELLANEOUS PROVISIONS

- 10.01 **Constructive Notice and Acceptance** - Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of said property 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 this declaration is contained in the instrument by which such person acquired an interest in said property.
- 10.02 **Effect of Invalidation** - If any provision of this declaration is held to be invalid in court, the invalidity of such provision shall not effect the validity of the remaining provisions hereof

ARTICLE XI RIGHT OF REPURCHASE

- 11.01 If, after the expiration of twenty-four (24) months from the date of execution of a sale or lease agreement on any portion of the property, the purchaser shall not have started in good faith the construction of an acceptable building upon said site or lot, the Declarant shall have the right and option of refunding ninety (90%) percent of the purchase price paid and retaking possession of the

premises. Upon tender of the refund of said ninety (90%) percent of the purchase price, the property owner shall reconvey title to the Declarant within sixty (60) days thereafter, free and clear of any mortgages, liens and encumbrances.

IN WITNESS WHEREOF, the Chairman of the Paris/Bourbon County Economic Development Authority has hereunto set his hand, to take effect on the day and year first above written, pursuant to authority duly granted by said Economic Development Authority.

Paris/Bourbon County Economic Development Authority

Authority

By _____

State of Kentucky
County of Bourbon

The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by Charles R Hinkle, Chairman of the Paris/Bourbon County Economic Development Authority, on behalf of said Authority.

My Commission Expires _____

Notary Public