

John K. Kluey
Recorder of Allen County



**DECLARATION OF DEVELOPMENT
STANDARDS, COVENANTS AND PROTECTIVE
RESTRICTIONS FOR STONEBRIDGE BUSINESS PARK AND PARTIAL
AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR REAL ESTATE IN PART OF THE NORTHEAST QUARTER OF
SECTION 20, TOWNSHIP 29 NORTH, RANGE 11 EAST, IN ALLEN COUNTY,
INDIANA**

Effective September 17, 2013, The Allen County Redevelopment Commission hereby declares and establishes the following standards, covenants and restrictions, which shall be binding upon and run the with Real Estate (defined below) and shall inure to the benefit of and be binding upon the Owners and occupants thereof for purposes of:

- a. Maintaining and implementing minimum standards pertaining to the development, use and maintenance of Stonebridge Business Park;
- b. Insuring the stability and enhancement of values of the land and improvements within Stonebridge Business Park;
- c. Furthering development and improvement of Stonebridge Business Park in an aesthetic and architecturally harmonious manner in accordance with applicable zoning ordinances;
- d. Establishing and apportioning rights and responsibilities with regard to facilities and services in, and required for the use and operation of Stonebridge Business Park; and
- e. Providing flexibility in the standards by allowing the Architectural Control Committee to waive or modify said standards when it determines that it promotes the purpose of said standards.

RECITAL 1: This declaration is being recorded to reference a certain Declaration of Covenants, Conditions and Restrictions for Real Estate in Part of the Northeast Quarter of Section 20, Township 29 North, Range 11 East, in Allen County, Indiana dated April 11, 2008, and recorded on May 5, 2008 as Record No. 2008021869 in the Office of the Recorder of Allen County, Indiana.

RECITAL 2: This declaration is being recorded to also reference certain deeds dated March 29, 2011 and recorded as Record No. 2011013730 and Record No. 2011013729, respectively, and Record No. 2013014753 and Record No. 2013014754 dated March 12, 2013.

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JOHN MCGAULEY
ALLEN COUNTY RECORDER
FORT WAYNE, IN

ARTICLE I
Definitions

As used herein, the following terms shall have the meanings indicated:

- a. "Annual Assessment Costs" shall mean the sum of the Common Area Maintenance Costs plus the Association Operating Costs that are incurred by the Association in each respective calendar year and are specifically approved by the board of directors of the Association.
- b. "Appropriate zoning Authority" shall mean, with respect to any action regarding the administration of the zoning ordinance applicable to Stonebridge Business Park, the

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appropriate administrator or agency with authority to administer the zoning laws of Allen County, Indiana, or where such administrator or agency lacks the capacity to take the action or fails to take such action, the governmental official or body, administrative or judicial, in which authority is vested under applicable law to hear appeals from or review of such action or inaction or has the capacity to administer such zoning ordinance, and such term shall apply to the legal successors in interest to such administrator, agency or bodies.

- c. "Architectural Control Committee" shall mean the entity responsible for conducting the Architectural Review Process.
- d. "Architectural Review Process" shall mean the procedure set forth in Article IV for obtaining the approval or disapproval of the Architectural Control Committee for any proposed plans and specifications for improvements to be constructed on a Parcel.
- e. "Association" shall mean the Stonebridge Business Park, Inc., an Indiana non-profit corporation, or other entity formed by The Allen County Redevelopment Commission for the purpose of being an association of the Owners.
- f. "Association Operating Costs" shall mean the necessary and appropriate costs (other than Common Area Maintenance Costs) of operating the Association for the purposes set forth in this Declaration, including, but not limited to: real estate taxes and assessments related to the Common Area, if any; the cost of public liability insurance; officers and directors' insurance; casualty insurance for improvements constituting a part of the Common Facility; and the costs of hiring independent contractors and legal accounting and other professional advisors; and the costs of maintaining the retention pond and related storm drainage facilities.
- g. "Benefited Parties" shall mean the, from time to time Owners and their respective lessees, occupants, subtenants, assignees, mortgagees and customers, invitees, licensees of all or any portion of the Real Estate personnel of utility companies in connection with providing any utility service to any part of Stonebridge Business Park; and personnel of any public or quasi-public body in connection with providing service to Stonebridge Business Park or any person, including, but not limited to, police and fire protection, ambulance and other emergency traffic, trash and garbage collection, postal service and delivery service.
- h. "Common Area" shall mean each facility and improvement located within the Common Area for the common use and enjoyment of the Owners and other Benefited Parties, all as described in Exhibit B attached hereto.
- i. "Common Area Maintenance Costs" shall mean the costs necessary for the Association to perform its obligations hereunder to keep the Common Area in good operating condition and in attractive appearance, including, but not limited to, the cost of all upkeep, maintenance, repair, and replacement of all or any part of the Common Area; and any other expense reasonably necessary or prudent for the satisfactory operation of the Common Area. Common Area Maintenance Costs shall not include the initial cost of constructing the Common Area.

- j. "Co-Owners" shall mean two (2) or more persons or entities which together are the record owners of all or any portion of the real Estate as tenants in common, joint tenants (with or without right of survivorship) or tenants by the entirety.
- k. "Developer" shall mean The Allen County Redevelopment Commission or any successor in interest or assignee which is expressly designated as a successor Developer in a recorded instrument executed by the preceding Developer.
- l. "Integrated Project" shall mean a group of two or more buildings which are arranged to share facilities such as parking areas, walkways, driveways or truck loading areas. Each building in an Integrated Project may be owned by a separate Owner and either used by the Owner or leased in whole or in part to separate users. Multiple buildings may be permitted on a Parcel provided that either (i) the applicable zoning ordinance permits such multiple buildings or (ii) if not permitted by such ordinance, such multiple buildings are authorized by the Appropriate Zoning Authority and approved by the Architectural Control Committee.
- m. "Member" shall mean and refer to each member of the Association.
- n. "Owner" shall mean each person or entity, including The Allen County Redevelopment Commission and any Co-Owner, which is a record owner of all or any portion of the Real Estate. In the case of a leasehold or contract buyer interest in any portion of the Real Estate, the lessee or contract buyer shall be considered the Owner for the term of the lease or the purchase contract only if designated as such by the record Owner in a duly recorded instrument.
- o. "Parcel" shall mean a portion of the Real Estate owned by The Allen County Redevelopment Commission or any Owner for the erection of and use as a single building or more than one building if it is an Integrated Project, together with the improvements. No parcel shall be less than 4.5 acres.
- p. "Proportionate Share" shall mean each owner's proportionate share of the Annual Assessment Costs, calculated as follows: total acres in each owner's and/or Developer's Parcel divided by 124.24, which is the total number of saleable acres (Common Area is not included) expressed as a percentage.
- q. "Real Estate" shall mean all of the land contained within Stonebridge Business Park which is described in Exhibit A attached hereto.
- r. "Stonebridge Business Park" shall mean the Real Estate and the improvements constructed thereon from time to time, described in Exhibit A attached hereto.
- s. "Site Plan" shall mean the Real Estate shown graphically in Exhibit E attached hereto and the secondary development plan, as subsequently amended.

ARTICLE II
Owners Association

Section 2.01. Membership. Every Owner, including The Allen County Redevelopment Commission, of all or any portion of the Real Estate shall be a Member of the Association. The

membership of a person or entity in the Association shall commence upon becoming an Owner and shall terminate upon ceasing to be an Owner. Membership shall be appurtenant to the Parcel giving rise to such membership and shall not be assigned or transferred except as a part of and in connection with the conveyance of the Parcel to a new Owner.

Section 2.02. Members Rights and Duties. Each Member shall have the rights, duties and obligations set forth in this Declaration and all amendments duly made hereto in accordance with Section 7.01.

Section 2.03. Votes of Members. With respect to each matter on which a Member is entitled to vote, the Member shall have the right to vote as set forth in the by-Laws of the Association.

Section 2.04. Board of Directors. The initial number of directors of the Association shall be three (3). Until such time as the last Parcel is developed, The Allen County Redevelopment Commission shall be entitled to appoint all of the directors. At the first annual meeting of the Members held after the date on which the last Parcel is developed, all directors appointed by The Allen County Redevelopment Commission shall resign, and all directors of the Association shall thereafter be elected by the Members, including The Allen County Redevelopment Commission if The Allen County Redevelopment Commission is a Member at that time.

ARTICLE III Architectural Review Process

Section 3.01. Composition of Architectural Control Committee. The Architectural Control Committee shall consist of not less than three (3) persons and not more than five (5) persons appointed by Developer until after the last Parcel is developed. Thereafter, the Architectural Control Committee shall consist of three (3) persons named by the Board of Directors of the Association.

Section 3.02. Architectural Review Process. All buildings, structures, alterations, additions, improvements, construction or remodeling on any Parcel, including any signs, lighting, landscaping, driveways, parking area or other changes in the character of the Parcel, must be approved by the Architectural Control Committee prior to commencement of construction. Such approval shall be obtained in the following manner:

- a. Prior to obtaining detailed architectural plans, the Owner of the parcel and its architect or engineer shall submit to the Architectural Control Committee preliminary renderings of elevations, a preliminary grading plan and a plot plan. The Architectural Control Committee shall within thirty (30) days after receipt of such plans, either give written approval indicating such plans comply with the Declaration ("Initial Approval") or give written disapproval specifically stating the reasons for such disapproval. The Architectural Control Committee may unilaterally extend the time for its response by an additional thirty (30) days.
- b. After obtain the Initial Approval of the Architectural Control Committee, the Owner shall submit to the Architectural Control Committee a Site plan showing the size and location of each building and other improvements, building elevations, parking areas, driveways, exterior signage, exterior lighting, green areas and other landscaping, grading, site drainage, utilities, trash storage and handling facilities, vehicular access to and from the Parcel. The submittal shall also show the following:

1. Architectural plans at a scale no less than one inch equals 16 feet showing floor plans, elevations and indicating all building materials.
2. Landscape plans at a scale of no less than one inch equals 100 feet.
3. Exterior lighting plan with descriptive data for all fixtures.
4. A sample of any proposed metal exterior building or fencing materials.
5. An estimate of the maximum number of employees and visitors contemplated for the business and the timing of shifts during which the employees will work.
6. A description of the proposed operation in enough detail to judge whether or not it is permitted under the existing zoning ordinance. This should include the extent of any noise, odor, glare, vibration, smoke, dust, gases, hazard of fire and explosion, radiation, radioactivity, electrical radiation, liquid wastes or any other unusual performance characteristics.

The foregoing together with the Site Plan are sometimes referred to herein as the "Site Development Plan". Within thirty (30) days after receipt of the Site Development Plan, the Architectural Control Committee shall either give its written approval thereof ("First Approval") or give written disapproval specifically stating the reasons for such disapproval. The Architectural Control Committee may unilaterally extend the time for its response by an additional thirty (30) days.

- c. Final Approval by the Architectural Control Committee will be based on the acceptability of the Site Development Plan with respect to all factors which, in the opinion of the Architectural Control committee, affect the desirability or suitability of the proposed construction or alteration. Factors to be considered shall include, but not be limited to, compatibility of the proposed construction or alteration with the general nature and theme of Stonebridge Business Park; quality of workmanship and materials; quality, color and texture of exterior materials and harmony of external design with surrounding structures; location with respect to topography; effect of the construction or alteration on the outlook from surrounding property (whether from within or outside Stonebridge Business Park); the adequacy and location of on-site parking percentage of building and parking area to total area of the Parcel; height of buildings, setbacks from boundary lines, traffic flow; safety and health hazards; and appropriateness of landscaping, drainage and design. In each case the proposed improvements, construction and other site work as well as the Owner's use of the parcel must comply with all applicable laws, ordinances, and regulations and with any specific standards or restrictions contained in this Declaration. In addition, all actual construction improvements and other site work shall comply with the Site Development Plan for which Final Approval is given.

ARTICLE IV
Common Areas
Maintenance and Grant of Easement

Section 4.01. Easements and Rights of Owners. Each Owner grants and conveys to each other Owner and to each Benefitted Party a perpetual non-exclusive easement for ingress and egress and right

to use, in common with every other Owner and Benefitted party, the Common Area. Each Owner shall have perpetual non-exclusive easements to, over, under, along and across those portions of the Common Area necessary for the installation, operation, use, maintenance, repair, relocation and removal of utility lines serving each Parcel, including but not limited to, sanitary sewers, storm drains, water, gas, electrical and telephone.

Section 4.02. Maintenance of Common Area and Improvements. Except as provided in Section 4.03 and any repair, maintenance or replacement which is the responsibility of any utility company or public or quasi-public body, the Association shall maintain the Common Area in good order and repair. The Association shall not, however, be liable to any owner, Benefitted party or other person or entity for damages to property or injury or death to persons arising out of any failure to repair and maintain the Common Area. Maintenance, repair or replacement by the Association of the Common Area shall be performed in a manner which does not unreasonably delay or interfere with the Benefitted Parties' use of the Common Area or an Owner's use of its Parcel. The Association shall have reasonable access over and across any Parcel to the Common Area to the extent necessary to permit the Association to maintain, repair or replace such Common Area. Maintenance by the Association of the Common Area shall include, but not be limited to, the following:

- a. The roadways and any sidewalks within the Common Areas shall be swept and, to the extent reasonably possible, snow and ice shall be removed therefrom.
- b. The lighting, signs, islands and other street improvements located within a Common Area shall be maintained in good repair.
- c. Landscaping, including lawn areas, trees and shrubbery within any Common Area and at any entrance to Stonebridge Business Park, shall be maintained in a first-class condition by cutting, trimming, feeding and weeding.
- d. The retention ponds, drainage pipes, outlet control structures and other drainage facilities constituting a part of any Common Area shall be maintained in good working order.

Section 4.03. Replacement. The Association shall be entitled to replace any improvement constituting a part of the Common Area when necessary for the proper functioning of the Common Area.

ARTICLE V Site and Structure Covenants

Section 5.01. Order of Preference. In all cases of conflict between the requirements of the following site and structure covenants and the provisions of the Applicable Zoning Ordinance, the more strict shall control.

Section 5.02. Site Grading. Extensive site grading at the park is discouraged. Lot grading should be done in such a way, when possible, to preserve and blend with existing topographic features.


- a. No cut or fill slopes shall be greater than 3:1 without approval. Slopes greater than 2:1 must be stabilized to prevent erosion or sloughing of the slope.
- b. When necessary terracing and approved retaining walls shall be utilized. Retaining wall materials shall be approved by the Architectural Control Committee. Exposed retaining walls shall be of fieldstone, brick or other approved natural material.

- c. Large land areas disrupted during construction should not be left bare and exposed during the winter-spring runoff period.

Section 5.03. Applicable Zoning Ordinance. The building lines, setbacks, permitted uses and other matters relating to the construction, maintenance or use of improvements in Stonebridge Business Park shall be subject to the applicable zoning ordinance and building codes, as amended from time to time, and all other applicable laws, rules, regulations and ordinances, each of which shall remain fully enforceable by the proper governmental authority notwithstanding any provision of this Declaration. No Owner shall seek or obtain any variance, special use permit, change, modification, deletion or addition to the existing zoning ordinance or building code which would impose standards, restrictions, limitations or other encumbrances upon all or any portion of the Real Estate not contained within such Owner's Parcel, except with the prior written consent of each such affected Owner and the Architectural Control Committee.

Section 5.04. Enforceability. The validity and enforceability of any standard, restriction or condition under this Declaration which is more stringent than, or is in addition to, any standard or restriction imposed under applicable law shall remain valid and fully enforceable in accordance with the terms of this declaration.

Section 5.05. Parking (Public and Employee).

- a. No parking will be permitted on any street or drive, or any place other than the paved parking spaces. Each Owner and Occupant shall be responsible for compliance by its employees and visitors.
-  b. No parking shall be located closer than fifty (50) feet from public rights-of-way, nor closer than twenty five (25) feet from an internal side or rear property lines.
- c. All parking areas shall be curbed and paved in accordance with the Allen County Access Standards Manual and/or the Allen County Zoning Ordinance.

Section 5.06. Loading, Unloading, and Service Areas.

- a. Loading areas shall not be located in the required building setback areas.
- b. All loading docks will be located at the rear of the building or interior (non-street) side yard of the lot unless otherwise approved by the Commission or subsequent Owner's Association.
- c. Loading docks shall be set back and permanently screened, either by landscaping, berming or architectural screens, from neighboring properties and public view to minimize the effect of their appearance from adjacent properties and public streets. Loading docks shall be screened from the public right of way by an architectural screen no less than 8 feet in height. See the Landscaping standards for loading dock landscaping).
- d. All service and storage areas shall be screened with a six (6) foot opaque fence or dense evergreen shrubs which have a mature height of six (6) feet. Appropriate screening shall be approved by the Architectural Control Committee.
- e. Loading facilities shall be designed for adequate vehicle stacking, such that when vehicles are loading or unloading, they will not extend past the parcel boundary line.

- f. Vehicle maneuvering for loading and unloading shall not be permitted on the Park roadways or streets.

Section 5.07. Building Design.

- a. Height. All building heights shall be subject to pre-construction approval by the Architectural Control Committee, and shall conform to the requirements and restrictions of the Allen County Zoning Ordinance.
- b. Materials. Materials shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. Buildings should be faced in medium-value range, earth tones should predominate. Use of excessively bright primary colors is prohibited except as intermittent accents. Bright accent colors shall not be used on more than ten (10) percent of any façade. Recommended materials include brick, stone, and stucco. A portion of the building may incorporate neutral colored metal. The use of metal as an exterior building material shall be as approved by the Architectural Control Committee. No buildings with all metal construction will be allowed. The Architectural Control Committee may require the submittal of metal material samples. These guidelines and standards are not intended to preclude the use of any material, per se. All building elevations shall be faced in a uniform and consistent manner.
- c. Accessory Buildings, Structures and Uses. All accessory uses, including service storage areas, loading docks and garbage and refuse containers, will be concealed and contained within a building or concealed by means of a screen wall of material similar to and compatible with that of the building. Accessory buildings and structures should be integrated with the building and site design. No materials, vehicles, supplies or equipment shall be stored in any area except within an enclosed building, unless specifically approved by the Architectural Control Committee.
- d. Rooftop Structures. All rooftop mechanical equipment shall be screened from view, with material that is architecturally compatible with the building in such a way as to minimize its impact on the aesthetic quality of the structure.
- e. Service and Storage Areas. All service and storage areas must be screened with a six (6) foot opaque fence or dense evergreen shrubs which have a mature height of at least six (6) feet. Appropriate screening shall be approved by the Architectural Control Committee.
- f. Fencing. All fencing materials, locations and heights shall be as approved by the Architectural Control Committee. Chain-link fences will not be permitted.

Section 5.08. Permitted Uses. The following uses shall be permitted:

1. Accessory building, structure, or use as defined and set forth in the County zoning ordinance
2. Apparel fabrication and processing
3. Assembly of finished products
4. Bio-medical/orthopedic, specialty equipment
5. Bioscience development, research, or testing
6. Cosmetic product compounding
7. Laboratory (testing)

8. Light assembly and fabrication of:
 - a. Bio-medical/orthopedic
 - b. Communication and computation equipment
 - c. Industrial controls
 - d. Optical instruments
 - e. Scientific and precision instruments
 - f. Service industry machines
 - g. Specialty equipment
9. Machine design facility
10. Machine tool shop
11. Medical device technology
12. Pharmaceutical product compounding
13. Professional office or business service
14. Printing facility, including reproduction and publishing
15. Product research and development
16. Research and development facility
17. Technology use or service
18. Vehicle technology (advanced)
19. Woodworking/carpentry
20. Any other limited industrial use determined to be appropriate by the Plan Commission or Zoning Administrator

Section 5.09. Building Setbacks.

1. The front yard setback shall be a minimum of one hundred (100) feet. For parcels that front on more than one roadway or street, the front yard setback standard shall also apply to the side or rear of the parcel having said frontage.
2. The internal side yard setback shall be a minimum of thirty (30) feet, or seventy five (75) feet if adjacent to an A or R district.
3. The rear yard setback shall be a minimum of seventy five (75) feet.
4. In cases where the minimum yard requirements are greater than the minimum zoning ordinance requirements, the Architectural Control Committee may reduce the setback to the minimum zoning ordinance requirement, the green space area shall not be less than 30% of the overall lot.

Section 5.10. Plant Material. Plant material shall be installed by a qualified landscape contractor. At a minimum, plant materials equal in characteristics to the materials listed below are required. Sizes are at installation.

- a. Evergreen trees shall be a minimum of 6 feet in height;
- b. Flowering trees shall be a minimum of 8 feet in height, and 1.5 inch trunk caliper;
- c. Deciduous trees shall be a minimum of 14 feet in height, and 2 inch trunk caliper;
- d. Evergreen shrubs shall be a minimum of 15 inches in height; and
- e. Deciduous shrubs shall be a minimum of 24 inches in height.

Section 5.11. General Landscape Areas. All areas within required front, side and rear yards will be landscaped as set forth below.

Earthen berms may be used as part of the landscape design. Berms shall have varying heights and widths and a maximum slope of 3:1 to allow for proper maintenance.

Section 5.12. Landscaping Within the Undeveloped Area. Twelve (12) trees per acre shall be planted in the undeveloped areas of developed Parcels. The majority of the trees shall be native, deciduous shade trees. The remainder may be evergreen or ornamental. Trees shall be clustered into groups.

Section 5.13. Parking Area Defined. Parking areas shall include employee and visitor parking, and daily parking of company vehicles no larger than a box van. Larger truck parking or queuing is covered under "Loading and Truck Parking Screening". — *where?*

Section 5.14. Parking Area Screening Within the Required Front Yard or Adjacent to Public Rights of Way.

- a. A planting bed a minimum of eight (8) feet wide shall be installed adjacent to entire length of parking area. Planting bed will consist of a continuous planting of deciduous and /or evergreen shrubs. Ornamental grasses may be used, but shall not make up more than 30% of planting area. 50% of shrubs shall be four (4) to six (6) feet in mature height. The remainder of all planting shall be three (3) feet in mature height.
- b. Shade trees shall be planted 40 feet on center along the entire parking area, within the planting bed.
- c. Ornamental trees may also be used, planted 25 feet on center.

Section 5.15. Parking Area Screening Within the Required Side and Rear Yards.

- a. Shade trees shall be planted 50 feet on center along the entire parking area, within the planting bed.
- b. Ornamental trees may also be used, planted 25 feet on center.
- c. In the event where parking areas occur adjacent to an A or R zoning district, refer to planting standards for "Screening within the Required Front Yard or Adjacent to Public Rights-of-Way"

Section 5.16. Parking Lot Tree Planting.

- a. One (1) tree shall be planted for every 12 parking spaces. Planting islands shall be a minimum 180 square feet.
- b. When more than two parking bays are used, a minimum ten (10) foot wide landscape area shall be installed between bays. This area shall be landscaped with shrubs or ground cover. If approved by DPS staff, the areas may be designed and planted to be used for stormwater conveyance.

Section 5.17. Plant Variety. A variety of plant material shall be used, especially for tree plantings. Native, non-invasive material is encouraged.

Section 5.18. Maintenance and Replacement. All landscaping material shall be properly maintained through watering, mulching and fertilizing in such a way as to insure their survival. Any tree, shrub or ground cover plant which fails to survive shall be replaced with like kind within six (6) months of loss. This maintenance is the responsibility of the owner whose parcel this landscaping exists upon.

Section 5.19. Lighting Standards.

- a. Parking lights are not to exceed a thirty (30) foot height limit.
- b. Any freestanding or wall pack light source or lamp shall be concealed or shielded with an Illuminations Engineering Society of North America (IESNA) full cut-off style fixture to minimize the potential for glare and unnecessary diffusion on adjacent property.
- c. Security lighting shall be restricted to lighting only loading and storage locations or similar service areas. Lighting shall not project above the fascia or roof line and shall not create glare from the street.
- d. Accent lighting and lighting of all pedestrian walkways, loading zones and collector lanes is recommended.
- e. Site lighting shall provide uniform illumination.
- f. Surface Lighting shall provide good visibility and avoid glare and unnecessary diffusion on adjacent property. Uniform illumination intensity is desirable throughout large areas.
- g. Landscape lighting, especially tree-up lighting, is encouraged.
- h. Colored lights shall be permitted if approved by the Architectural Control Committee.

Section 5.20. Power, Telephone, Utilities and Water/Sewer. All electric power lines, water pipes, gas pipes, sewer pipes and drainage pipes (other than rainwater leaders) shall be installed and maintained below the surface of the ground. All above ground utility structures must be approved by the Architectural Control Committee before construction begins. Meter connections shall be enclosed or screened in a manner approved by the Architectural Control Committee.

In all utility matters, the requirement of the Fort Wayne Board of Public Works, or any other utility provider shall take precedence unless more stringent requirements are stipulated and no conflict with the utility provider results. All utility easements shall be kept free of all structures unless prior written approval is obtained from the utility district and the Architectural Control Committee. Businesses shall be solely responsible for determining the presence and location of existing utilities on their respective parcels.

Section 5.21. Types of Signs Permitted.

- a. Occupant Identification Signs: A freestanding sign can be located in the front yard of the building to identify its occupant. One (1) logo emblem/graphic sign which is flush mounted to the building façade will also be allowed, contingent on the approval of the Architectural Control Committee as to size, color and location. If more than one (1) occupant occupies a building, one (1) multiple occupant identification sign will also be allowed.

- b. Directional and Informational Signs: These signs are placed to direct pedestrian and vehicular traffic around the site. Approval of the Architectural Control Committee is required as to the size, location and color. All traffic signs must meet minimum standards found in the Allen County Highway's Manual on Uniform Traffic Control Devices.
- c. Temporary Signs: Each Owner may have one (1) temporary construction sign during the construction period. Each Owner may have one (1) "AVAILABLE" or one (1) "FOR LEASE" sign. These signs shall not exceed four (4) foot by eight (8) foot and will conform to the standards set forth by the Architectural Control Committee.
- d. No other signs shall be permitted.

Section 5.22. Sign Standards.

- a. No signs shall obstruct the vision of automotive traffic.
- b. No signs shall be mounted directly to, or painted on the roof of any building. Additionally, no signs shall be painted directly on the face of any building.
- c. The topmost point of any freestanding sign shall be no higher than five (5) feet above the finished parcel grade elevation and shall be no more than ten (10) feet in length.
- d. An occupant's corporate logo may be placed on the front façade of the occupant's main building. It must be flush mounted to the façade and size, color and location is contingent upon the Architectural Control Committee's approval.
- e. No flashing or rotating devices, radios, public address systems or sound production devices shall be permitted. No portable signs are allowed.
- f. All approved signs that are installed shall be properly maintained and shall be removed if it is not maintained to the Architectural Control Committee's satisfaction.
- g. The Architectural Control Committee may install any signs as it deems necessary throughout the Park.

Section 5.23. Prohibition of Tower. No towers of any kind or nature or any similar structures shall be erected on the real estate.

Section 5.24. Additional Standards.

- a. Pollutants. No noxious or offensive trades, services or activities shall be conducted on the premises, nor shall anything be done therein which may be or become an annoyance or nuisance to the Owner, Occupants or neighbors by reason of unsightliness or excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid, wastes, smoke or noise.

- b. Site Drainage and Storm Water Retention. No driveways, walks, parking areas, etc., may be constructed across any drainage ditch, channel or swale without providing adequate culverts or waterway openings for natural drainage. No storm water run-off will be discharged into, or permitted to flow into, the sanitary sewage system. Additionally, no sewage will be discharged into, or permitted to flow into, the storm water sewage system.

Detention basins have been provided within the Park's development. Each site will be required to tie their storm drainage to this system and provide on-site detention as needed.

Section 5.25. Maintenance. Each Owner and Occupant of the Park shall be responsible for keeping its building site (whether or not improved), buildings, and other improvements in a safe, clean neat, and orderly condition and shall prevent rubbish from accumulation on its building site or surrounding common areas. Landscaping of a building site shall be maintained (including pruning, weeding, re-mulching, mowing, etc.) and each Owner shall replace any dead plant material according to the approved landscape plans at Owner's expense.

Section 5.26. Waiver. The Architectural Control Committee may waive or modify any of the standards or requirements of this Article 5 by a two-thirds vote of same. In so doing, the Architectural Control Committee shall determine that the proposed alternative promotes the purpose of Article 5.

ARTICLE VI Assessments

Section 6.01. Covenant for Assessments. Each Owner (including The Allen County Redevelopment Commission) covenants and agrees, by the execution of this Declaration, and by acceptance of a deed for the Owner's parcel in the case of each subsequent Owner (regardless of whether expressly stated in such deed), to timely pay to the Association the Owner's Proportionate Share of Annual Assessment Costs which becomes due and payable during the period in which the Owner owns its Parcel.

Section 6.02. Establishing Annual Assessments; Payment. Prior to February 28 of each calendar year, the Board of Directors of the Association shall adopt an estimated budget of Annual Assessment Costs for the calendar year (the "Annual Budget") and provide a copy of the Annual Budget to each Owner on or before March 15 of such calendar year. Each Owner shall then pay its proportionate Share of the estimated Annual Assessment Costs set forth in the Annual Budget on or before April 30. In the event any extraordinary item of Annual Assessment Costs is incurred by the Association during a calendar year, but is not included in the Annual Budget for such year, each Owner shall pay to the Association its Proportionate Share of each such item within thirty (30) days after receiving a statement therefor from the Association. On or before March 15 of each calendar year, the Association shall furnish to each Owner a statement (the "Annual Statement") setting forth the total amount of Annual Assessment Costs incurred by the Association for the preceding calendar year, the Owner's Proportionate Share thereof and the amount thereof previously paid by the Owner or a predecessor Owner. The Association shall credit any overpayment to the Owner's Proportionate Share of the Annual Assessment Costs for the following year at the time the Annual Statement is furnished, and in the case of an underpayment, the then owner shall pay the amount thereof to the Association within thirty (30) days after receipt of the Annual Statement. In the event the Association fails to provide any Owner with an Annual Budget or Annual Statement on or before the applicable dates specified above, the Owner shall not be relieved from its obligation to pay its Proportionate Share of Annual Assessment Costs, but in such event, the Owner's

payment shall not be due and payable until thirty (30) days after receipt from the Association of an appropriate statement of the amount due from the Owner.

Section 6.03. Personal Obligation. The amount of the Annual Assessment Costs for each calendar year attributable to ownership of a given Parcel shall constitute the personal obligation of the person or entity which is the record Owner of the Parcel on the date the payment of Annual Assessment Costs becomes due and payable. No Owner shall be personally obligated to pay any amount of Annual Assessment Costs which becomes due and payable either before or after the period during which it is the record owner of its Parcel.

Section 6.04. Assessment Liens. In the event of an Owner's failure to timely pay its Proportionate Share of the Annual Assessment costs, the delinquent amount owed by such Owner shall constitute an assessment lien upon the Owner's Parcel as of the date the Association records an affidavit with the Recorder of Allen County, Indiana, containing the legal description of the Owner's Parcel and stating the name of the Owner, the delinquent amount owed by the Owner and the date on which such amount was due and payable. Such lien shall encumber the defaulting Owner's entire interest in its parcel, run in favor of the Association and be enforceable in the same manner as a mortgage, provided that any such lien shall be subordinate to the lien of any bona fide first mortgage to an unrelated third party then existing on the Parcel. The sale, conveyance or other transfer of any Parcel or interest therein shall not in any manner alter or impair any assessment lien on the Parcel or the right hereunder of the Association to enforce or impose an assessment lien upon the Parcel. Without limiting the generality of the foregoing, in the event a delinquency arises with respect to which the Association is entitled hereunder to impose and enforce an assessment lien upon a Parcel, such right shall continue notwithstanding that the Parcel or any interest therein is sold, conveyed or otherwise transferred after such delinquency arises but before the assessment lien therefore is imposed as provided herein.

Section 6.05. Additional Costs. Any amount owed hereunder by an Owner shall be due and payable by such owner without relief from valuation and appraisal laws and together with costs of collection, reasonable attorney fees and, if delinquent for more than thirty (30) days, with interest at eighteen percent (18%) per annum from the date due until paid. In the event a delinquent amount is made an assessment lien upon a parcel in accordance with the terms and provisions of this Declaration, the related collection costs, reasonable attorney fees and interest on such delinquent amount shall constitute a further assessment lien upon the parcel.

Section 6.06. Certificate of Unpaid Assessments. Within fifteen (15) days after written request by the Owner of a Parcel or the holder of a mortgage on a Parcel, the Association shall provide the Owner or holder of such mortgage with a certificate stating the delinquent amount, if any, of Annual Assessment Costs with respect to such Parcel.

ARTICLE VII Enforcement

Section 7.01. General. The Association shall be entitled to enforce the covenants, conditions and restrictions imposed in this Declaration, and may pursue the rights and remedies provided in this Article and any other rights and remedies available to the Association under this Declaration or at law or in equity. The rights and remedies of the Association shall be cumulative; no one right or remedy by the Association shall preclude it from exercising any other right or remedy at the same or any subsequent time. Subject to Section 7.01, the foregoing dedication, restriction and protective covenants are to run with the Real Estate and shall be binding on all parties and all persons claiming under them until fifty (50) years from the date hereof, at which time said covenants or restrictions shall be automatically extended for successive periods of ten (10) years unless changed by the affirmative action of a majority of the

Owners. Invalidation of one or more of these covenants by judgment of a court of competent jurisdiction shall in no way affect any other covenant or restriction, which shall remain in full force and effect.

Section 7.02. Nonpayment of Assessments. If payment of an owner's Proportionate Share of Annual Assessment Costs is not timely made, the Association shall be entitled to recover the delinquency, together with collection costs, reasonable attorney fees and interest provided in Section 5.05, by instituting legal action against the person or entity personally obligated to pay the delinquency, together with collections costs, reasonable attorney fees and interest as provided in Section 5.5, by foreclosing the assessment lien therefore imposed pursuant to this Declaration upon the Parcel to which the delinquency relates, and the Association or The Allen County Redevelopment Commission shall be entitled to purchase such Parcel at the foreclosure sale.

Section 7.03. Enforcement of Other Covenants. In the event an Owner, lessee, occupant or other user of a Parcel violates or fails to perform any covenant, condition or restriction of this Declaration (other than the covenant to pay Annual Assessment Costs) and such failure continues for thirty (30) days after written notice thereof from the Association to the Owner, the Association or any owner shall be entitled to institute an action for enforcement of the Declaration and for damages or injunctive relief, or both.

Section 7.04. Substituted Performance. At any time after giving an owner thirty (30) days prior written notice of a violation under this Declaration, the Association shall be entitled to enter upon the Owner's Parcel and to cure such violation. The cost incurred by the Association in curing such violation shall be immediately due and payable, together with collection costs. Reasonable attorney fees and interest as provided in Section 6.05, in the same manner as a delinquent payment of Annual Assessment Costs.

Section 7.05. Limitation on Personal Liability. The Owner of a parcel shall be personally obligated to pay a sum of money payable under the terms of this Declaration by the Owner of such parcel only if such sum becomes due and payable on a date during the period in which such Owner is the record Owner of the parcel; and an owner of a parcel shall be personally obligated to perform any other obligation imposed hereunder upon the Owner of such parcel only if and to the extent that such obligation is required to be performed during the period in which such owner is the record Owner of such Parcel.

Section 7.06. No forfeiture. Subject to Section 6.04 and Section 7.02, there shall be no right of reversion or forfeiture of title resulting from any violation of this Declaration.

ARTICLE VIII General Provisions

Section 8.01. Amendments. This Declaration may be amended upon and subject to the following terms and conditions:

- a. Until the last Parcel is conveyed to a subsequent Owner, The Allen County Redevelopment Commission reserves the right unilaterally to amend and revise the standards, covenants and restrictions contained in this Declaration. Any such amendment by The Allen County Redevelopment Commission shall be effective when executed by The Allen County Redevelopment Commission and recorded in the Office of the Recorder of Allen County, Indiana. No such unilateral amendment shall, however, (i) restrict or diminish the rights, no disproportionately increase the obligations, of any Owner at the time the amendment becomes effective, or (ii) restrict or grant or establish any easement through, across, or over any Parcel not owned by The Allen County

Redevelopment Commission when the amendment becomes effective. The Allen County Redevelopment Commission shall also be entitled to unilaterally to amend this Declaration to include additional land as a part of the Real Estate subject to the covenants, restrictions and standards contained herein.

- b. After the last Parcel is conveyed to a subsequent Owner, this Declaration may be amended by the majority action of the Owners, whose voting rights shall be equal to their Proportionate Share percentages. Any such amendment shall become effective when duly executed and recorded with the Office of the recorder of Allen County, Indiana.

Section 8.02. Binding Effect. The covenants, restrictions and conditions contained in this Declaration shall run with the Real Estate and inure to the benefit of and bind The Allen County Redevelopment Commission and each immediate and remote successor Owner of any parcel and their respective legal representative, successors and assigns subject, however, to the limitation on personal liability set forth in Sections 6.03 and 7.05.

Section 8.03. Interpretation. The Article and Section headings or titles used in this Declaration are inserted and included solely for convenience and shall in no manner be considered or given any effect in construing this Declaration. All references in this Declaration to Articles and Sections are to Articles and Sections contained in this Declaration unless a different document is expressly specified. All pronouns used herein shall include the other genders whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Section 8.04. Severability. If any covenant, condition, restriction or other term or provision of the Declaration, or the application thereof to any person, Parcel or circumstance, is ever held to be invalid or unenforceable, then in each such event the remainder of this Declaration or the application of such covenant, restriction, condition or other term or provision to any other person, Parcel or other circumstance (other than the extent to which it shall have been held invalid or unenforceable) shall not be thereby affected, and each covenant, restriction, condition or other term and provision of this Declaration shall remain valid and enforceable to the fullest extent permitted by law.

Section 8.05. Entire Agreement. This Declaration, including any recitals and any attached Exhibits, all of which are made a part of this Declaration, contains the entire agreement concerning this subject matter. No other terms or oral promises concerning the subject matter of this Declaration, which are not in the Declaration, may be legally enforced, and no promises, projections, inducements, or representations concerning the subject matter of this Declaration made before the date of this Declaration will change the terms of this Declaration of being binding on any party. No promises or other terms shall be implied in the Declaration.

Section 8.06. Waiver. A party shall not be deemed to have made a waiver, consent or approval under this Declaration unless it does so in writing, and the mere failure of party to act to enforce any provision of this Declaration shall not be considered a waiver, consent or approval and shall not prevent any party from enforcing any provision of this Declaration in the future.

Wherever this Declaration requires obtaining the waiver, consent or approval, such waiver, consent or approval may be granted or withheld in such party's sole discretion unless this Declaration expressly provides otherwise. Any waiver, consent or approval under this Declaration shall apply only to the matter expressly waived, consented to or approved, and shall not be deemed to be a waiver, consent or approval of any subsequent breach or of any other provision of this Declaration.

EXECUTED this 17 day of SEPTEMBER, 2013.

The Allen County Redevelopment Commission

By: Richard E. Beck

ALLEN COUNTY REDEVELOPMENT COMMISSION
Its: PRESIDENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, on this 17 day of SEPTEMBER 2013, personally appeared RICHARD E. BECK JR. of The Allen County Redevelopment Commission and acknowledged the execution of the above and foregoing Declaration.

WITNESS my hand and Notarial Seal.

My Commission Expires:



LORETTA A. ZAGELMEIER, Notary Public
Allen County, State of Indiana
My Commission Expires October 18, 2016

Name Printed: _____
Resident of Allen County, Indiana

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: G. William Fishing

Prepared by: G. William Fishing, #6854-02, Beers Mellers Backs & Sallin, LLP
110 W. Berry Street, Suite 1100, Fort Wayne, IN 46802

EXHIBIT A

PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 11 EAST, ALLEN COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 89 DEGREES 40 MINUTES 58 SECONDS EAST (BASIS OF BEARINGS) ON AND ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 335.00 FEET TO A SURVEY MARKER NAIL MARKED WITH A "FORESIGHT CONSULTING" IDENTIFICATION WASHER; THENCE SOUTH 00 DEGREE 47 MINUTE 49 SECONDS EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREE 47 MINUTE 49 SECONDS EAST ON AND ALONG THE WEST LINE OF DOCUMENT NUMBER 200071710 AS RECORDED IN THE OFFICE OF THE ALLEN COUNTY RECORDER, A DISTANCE OF 288.00 FEET TO A POINT AT THE SOUTHWEST CORNER OF SAID PARCEL BEING MARKED BY A 5/8" x 24" REBAR WITH A "FORESIGHT CONSULTING - BOUNDARY" IDENTIFICATION CAP; THENCE SOUTH 89 DEGREES 40 MINUTES 58 SECONDS EAST ON AND ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 330.00 FEET, BEING MARKED BY A 5/8" x 24" REBAR WITH A "FORESIGHT CONSULTING - BOUNDARY" IDENTIFICATION CAP; THENCE NORTH 00 DEGREES 47 MINUTES 50 SECONDS WEST, A DISTANCE OF 288.00 FEET TO THE EXISTING SOUTH RIGHT OF WAY LINE, BEING MARKED BY A 5/8" x 24" REBAR WITH A "FORESIGHT CONSULTING - BOUNDARY" IDENTIFICATION CAP; THENCE SOUTH 89 DEGREES 40 MINUTES 58 SECONDS EAST ON AND ALONG THE EXISTING SOUTH RIGHT OF WAY LINE OF LAFAYETTE CENTER ROAD, A DISTANCE OF 83.28 FEET, BEING MARKED BY A 5/8" x 24" REBAR WITH A "FORESIGHT CONSULTING - BOUNDARY" IDENTIFICATION CAP; THENCE SOUTH 77 DEGREES 16 MINUTES 32 SECONDS EAST ON AND ALONG THE EXISTING SOUTH RIGHT OF WAY LINE OF SAID ROAD, A DISTANCE OF 255.98 FEET, BEING MARKED BY A 5/8" x 24" REBAR WITH A "FORESIGHT CONSULTING - BOUNDARY" IDENTIFICATION CAP; THENCE SOUTH 89 DEGREES 40 MINUTES 58 SECONDS EAST ON AND ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 900.00 FEET BEING MARKED BY A 5/8" x 24" REBAR WITH A "FORESIGHT CONSULTING - BOUNDARY" IDENTIFICATION CAP; THENCE NORTH 84 DEGREES 36 MINUTES 37 SECONDS EAST ON AND ALONG SAID SOUTH RIGHT OF WAY LINE OF SAID ROAD, A DISTANCE OF 493.81 FEET TO A POINT AT THE NORTHWEST CORNER OF RECORDED DOCUMENT NUMBER 960028949 AS RECORDED IN THE OFFICE OF THE ALLEN COUNTY RECORDER, BEING MARKED BY A 5/8" x 24" REBAR WITH A "FORESIGHT CONSULTING - BOUNDARY" IDENTIFICATION CAP; THENCE SOUTH 02 DEGREES 18 MINUTES 02 SECONDS WEST ON AND ALONG THE WEST LINE OF RECORDED DOCUMENT 960028949 AS RECORDED IN THE OFFICE OF THE ALLEN COUNTY RECORDER, A DISTANCE OF 298.09 FEET, BEING MARKED BY A 5/8" x 24" REBAR WITH A "FORESIGHT CONSULTING - BOUNDARY" IDENTIFICATION CAP; THENCE SOUTH 88 DEGREES 40 MINUTES 58 SECONDS EAST ON AND ALONG SAID PARCEL, A DISTANCE OF 111.00 FEET; THENCE NORTH 02 DEGREES 18 MINUTES 02 SECONDS EAST TO THE NORTHEAST CORNER OF SAID PARCEL, A DISTANCE OF 305.92 FEET, BEING MARKED BY A 5/8" x 24" REBAR WITH A "FORESIGHT CONSULTING - BOUNDARY" IDENTIFICATION CAP; THENCE SOUTH 89 DEGREES 40 MINUTES 58 SECONDS EAST ON AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 92.10 FEET BEING MARKED BY A 5/8" x 24" REBAR WITH A "FORESIGHT CONSULTING - BOUNDARY" IDENTIFICATION CAP; THENCE SOUTH 89 DEGREES 55 MINUTES 44 SECONDS EAST ON AND ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1177.78 FEET BEING MARKED BY A 5/8" x 24" REBAR WITH A "FORESIGHT CONSULTING - BOUNDARY" IDENTIFICATION CAP; THENCE SOUTH 00 DEGREES 04 MINUTES 13 SECONDS WEST ON AND ALONG WEST LINE OF RECORDED DOCUMENT NUMBER 2008018386 AS RECORDED IN THE OFFICE OF THE ALLEN COUNTY RECORDER, A DISTANCE OF 666.05 FEET, BEING MARKED BY A 5/8" x 24" REBAR WITH A "FORESIGHT CONSULTING - BOUNDARY" IDENTIFICATION CAP; THENCE SOUTH 89 DEGREES 55 MINUTES 01 SECONDS EAST ON AND ALONG SOUTH LINE OF SAID PARCEL, A DISTANCE OF 701.00 FEET, BEING MARKED BY A 5/8" x 24" REBAR WITH A "FORESIGHT CONSULTING - BOUNDARY" IDENTIFICATION CAP; THENCE SOUTH 00 DEGREES 04 MINUTES 53 SECONDS WEST ON AND ALONG THE WEST RIGHT OF WAY LINE OF ZUBRICK ROAD, A DISTANCE OF 496.47 FEET, BEING MARKED BY A 5/8" x 24" REBAR WITH A "FORESIGHT CONSULTING - BOUNDARY"

ON AND ALONG THE NORTH RIGHT OF WAY LINE OF STONEBRIDGE ROAD, A DISTANCE OF 1802.21 FEET, BEING MARKED BY A 5/8" x 24" REBAR WITH A "FORESIGHT CONSULTING - BOUNDARY" IDENTIFICATION CAP; THENCE SOUTH 01 DEGREES 01 MINUTES 22 SECONDS EAST ON AND ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 1412.48 FEET TO THE THEORETICAL CENTER OF SAID SECTION; THENCE NORTH 89 DEGREES 54 MINUTES 53 SECONDS WEST ON AND ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION, A DISTANCE OF 2591.94 FEET, BEING MARKED BY A 5/8" x 24" REBAR WITH A "FORESIGHT CONSULTING - BOUNDARY" IDENTIFICATION CAP; THENCE NORTH 00 DEGREES 41 MINUTES 28 SECONDS WEST ON AND ALONG EAST RIGHT-OF-WAY LINE OF ABOITE CENTER ROAD, A DISTANCE OF 2609.88 FEET, BEING MARKED BY A 5/8" x 24" REBAR WITH A "FORESIGHT CONSULTING - BOUNDARY" IDENTIFICATION CAP; THENCE SOUTH 89 DEGREES 40 MINUTES 58 SECONDS EAST ON AND ALONG SOUTH RIGHT-OF-WAY LINE OF LAFAYETTE CENTER ROAD, A DISTANCE OF 319.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 192.168 ACRES OF LAND MORE OR LESS.
SUBJECT TO EASEMENTS, RIGHTS OF WAY, COVENANTS OF RECORD.

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