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**THIS DECLARATION IS BEING RE-RECORDED TO EDIT THE ESTABLISHMENT
OF COVENANTS ON PAGE 2.

Novaparke

INNOVATION & TECHNOLOGY CAMPUS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

September 13, 2020

Novaparke

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ARTICLE I. PURPOSE

1.01 Establishment of Covenants

Floyd County Department of Redevelopment ("RDC") is the owner of certain real estate referred to as Novaparke Innovation and Technology Campus located in the Town of Georgetown, Floyd County, Indiana more particularly described in Exhibit A (collectively referred to as the "Real Estate" or "Novaparke"). RDC is the owner in fee simple of the Real Estate to be developed as a technology campus to be commonly known as Novaparke located in Floyd County, Indiana, as Plat No. 1491 of the Records of Floyd County, Indiana of record in the office of the Recorder of Floyd County, Indiana at Instrument No. 202016345; and RDC desires to impose and does hereby impose the following restrictions and protective covenants upon the mutual benefit of all persons, firms and corporations who may now or hereafter have any vested interest, legal or equitable, in any lot/parcel within Novaparke. These Restrictions and Protective Covenants shall apply to the whole of Novaparke for the Term set forth in Article IX. No portion of the Real Estate may be developed or operated, nor any construction of improvements commenced thereon, by any Owner except in accordance with the provisions of this Declaration; and any violation of the provisions hereof shall subject the Owner of such portion of the Real Estate to the causes of action and remedies provided in this Declaration.

1.02 Purposes

The purpose of the Covenants contained herein is to promote the development of the Novaparke Innovation and Technology Campus by providing a location compatible for office and research uses that will protect Novaparke and each Owner through the proper development and use of the Real Estate. It is further the purpose to create aesthetic values designed to complement and benefit all facilities while securing sufficient setbacks, space between buildings, uniform landscaping, and to promote the general welfare of all Owners.

1.03 Applicability of Covenants

The owner of any lot within Novaparke, by acceptance of a Deed to any such lot, whether or not it shall be expressed in such Deed, is deemed to covenant and agrees to pay to accept these covenants and restrictions and to pay the association, if any, an annual assessment of charge. Each Owner, notwithstanding any third party occupancy or possession of a Building Site, shall be responsible for the enforcement of and compliance with these Covenants and the Design Guidelines.

1.04 Economic Development Administration Project.

RDC and any subsequent buyer or owner acknowledge that the premises were

improved, in part, with funding from the United States Economic Development Administration ("EDA") and are subject to the terms and conditions of the EDA financial assistance award and applicable EDA Property Management regulations. Consequently, all recipients or owners and/or their successors and assigns agree as follows:

- a. Real property or equipment acquired or improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the financial assistance award and EDA policies including non-relocation, adequate consideration and environmental compliance. Further, said property may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. § 302.20 or for inherently religious activities prohibited by applicable federal law.
- b. All subsequent buyers agree to provide sellers and EDA with any document, evidence or report required to assure compliance with federal and state law, including, but not limited to, applicable federal and state environmental laws.
- c. Any deeds of instruments of conveyance shall contain a covenant which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the EDA award. This covenant shall remain in effect for 20 years, the EDA-defined useful life of the facilities.

ARTICLE II. DEFINITIONS

2.01 Definition of Terms

Unless otherwise specified herein to the contrary, each of the following defined terms or phrases shall have the following meanings when used in this Declaration:

- a. "Architectural Review Committee" ("ARC") means the committee initially appointed and acting from time to time in accordance with the provisions of Article VI, herein.
- b. "Building" means any structure that is permanently affixed to the Real Estate, has one or more floors and a roof, and is bounded by either an open area or other lot lines of a Building Site.
- c. "Building Site(s)" means:
 1. Any contiguous parcel of land within the Real Estate, the dimensions of which are established by the legal description in the deed from RDC to the Owner;

2. Any parcel of land within the Real Estate designated as a Building Site by RDC in any instrument in writing executed, acknowledged and recorded by RDC;
 3. Two or more contiguous Building Sites under common ownership if the Owner elects, by written notice to RDC, to treat them as a single Building Site during the time of such Owner's ownership; and
 4. All of the Real Estate, with the exception of the Common Areas, owned at any point in time by RDC.
- d. "Common Area" means those portions of the Real Estate as described in or on the Novaparque Plat that does not constitute lots or any portion thereof and also includes:
1. Any areas within the Real Estate owned by the RDC, the Association or any other governmental entity, but which are required to be maintained by the Association; and
 2. Those areas, if any, which are owned by an owner, but on which are located monuments, signs, fences, landscaping, berms, sidewalks, irrigation systems or other improvements that may be maintained by the RDC or the Association. The Common Areas shall also include all improvements on or to any portion of any of the areas described in the preceding sentence. Declarant shall at all times have and retain the right, but without the obligation, to effect minor redesigns or reconfigurations of the Common Area and to execute any declaration/restrictions applicable to the Common Area for the expressed benefit of the Declarant or Association

Upon sale of the last Building Site by RDC, there shall be no further responsibility of any kind by RDC for Common Areas nor shall RDC remain an Owner of any Common Area. Building Site Owners are responsible for payment of all taxes owed on property they own even if that property could be defined as "Common Area."

- e. "Common Expense(s)" means administrative costs incurred by the Owner's Association in administering its duties hereunder, and any cost or expense incurred for the installation, repair, maintenance and replacement of Improvements to the Common Areas; any cost of expense of utilities and related expenses including but not limited to street lights and signage associated with Improvements in the Common Areas; and all taxes and assessments thereon (not otherwise due from Building Site Owners); and any related costs included in the cost of required insurance coverage. Common

Expenses shall further include any expenses assessed against RDC by governmental authorities after assessment of all initial RDC development costs as described in Article IX, Term, Termination, Modification and Assignments.

- f. "Covenant(s)" means all the conditions, covenants, restrictions, and reservations contained herein, or any one or more of them as the context may require.
- g. "Declaration", "hereof", "herein", and words of similar import have reference to this Declaration as a whole and not to any particular section, subsection or clause hereof.
- h. "Design Guidelines" means, at any relevant point in time, the guidelines setting forth certain architectural standards and specifications regarding the location and design of improvements, and their expansion, remodeling, construction materials, lighting, landscaping, signage, parking and other matters. The Design Guidelines, as may be amended from time to time, are hereby incorporated into this Declaration by reference.
- i. "Development Period" means that period of time during which RDC owns any Building Site in Novaparke.
- j. "Improvements" means any building, parking areas, sidewalks, loading areas, walls, hedges, landscaping, mass plantings, poles, signs, traffic signals, structures of any type or kind, and the permanent result of any other action taken for the improvement of the Real Estate.
- k. "Mortgage" means any bona fide mortgage, or conveyance of a Building Site or any interest therein or portion thereof which secures the performance of an obligation which, upon completion of such performance, will be released, discharged or be conveyed.
- m. "Zoning Ordinance" means the Floyd County Zoning Ordinance FCO-2006-06, or other applicable zoning regulation, and their amendments, applicable to the Novaparke Real Estate.
- n. "Owner(s)" means the fee owner or owners, as the context may require, of all or any part of the Real Estate, including a Building Site.
- o. "Owner's Association" means the association that may hereafter be established by RDC for the purpose of exercising the rights and performing the duties and obligations of RDC under this Declaration. Notwithstanding any provision herein to the contrary, until the Owner's Association shall have been formed,
(a) all references herein to the Owner's Association shall be deemed to refer to

RDC, (b) RDC shall hold and exercise all rights, powers and duties of the Owner's Association, its Board of Directors and its members, and (c) no Owner (other than RDC) of any portion of the Real Estate shall have any rights as a member of the Owner's Association.

- p. "Street" means any paved road or access those areas noted on the Plat (if not dedicated to the governmental entity) that is typically within the right-of-way and serves the front of a lot upon which a structure is constructed.

ARTICLE III. PRIMARY USE RESTRICTIONS

3.01 Permitted Uses

Novaparke is zoned Office-Business under the Floyd County Zoning Ordinance. In addition, the Floyd County Board of Commissioners and Floyd County Redevelopment Commission have provided voluntary written commitments regarding the limitations of specific uses allowed by the Floyd County Zoning Ordinance in the Office-Business zoning district. Those limitations can be found in Appendix B of this document.

3.02 Prohibited Uses

No noxious or offensive trades, services or activities shall be conducted on any Building Site nor shall anything be done therein which may be or become unsightly or an annoyance or nuisance to any Owner, tenant or occupant of any Building Site including anything which results in an emission of fumes, odors, glare, vibration, gases, hazardous waste, pollutants, radiation, dust, liquid waste, smoke or noise, or in violation of any applicable law. The Owner's Association shall be the sole determiner of what constitutes an annoyance, a nuisance, or a violation of the Covenants and Restrictions.

3.03 Zoning and Variance Restrictions

No Owner shall be permitted to apply for, obtain or make use of a zoning change or reclassification, subdivision waiver or variance, or a special, conditional or accessory use or use variance, with respect to a Building Site, without the prior written approval of the Owner's Association.

3.04 Variances

The Owner's Association by a two third vote may waive or grant a variance from any of these Covenants or Design Guidelines, if, in its sole judgment, such waiver or variance would be consistent with the general intent and purposes expressed in this Declaration. Any Owner desiring a waiver or variance must first submit a written

request to the Owner's Association providing all information and material requested by the Owner's Association. If the Owner's Association fails to approve or disapprove in writing any request for a waiver or variance within thirty (30) days after receiving all requested information relating to the waiver or variance, the requested waiver or variance shall be deemed denied.

The granting of a variance shall not be deemed to be a precedent for the granting of any other variance request by an Owner. By acceptance of any deed to any Building Site, the Owners expressly waive any claims, causes of action or damages arising out of the granting or denial of any requested variance. The grant of a variance to any Owner shall not constitute a waiver of the Owners Association's right to strictly enforce the Covenants and Design Guidelines contained in this Declaration against any other Owner.

ARTICLE IV. BUILDING SITES AND IMPROVEMENTS

4.01 Approval of all Building Site Improvements

No Improvement shall be constructed, erected, placed, altered, maintained or permitted on any Building Site unless it is approved by the Architectural Review Committee ("ARC"), and that it further complies with the Covenants, terms and provisions contained in this Declaration, the Design Guidelines, any regulations and guidelines promulgated by utility companies and all applicable governmental requirements. The approval of the ARC is in addition to any governmental approval and if there shall be a conflict between the terms and provisions contained in this Declaration, applicable utility regulations, and the applicable governmental requirements, the more restrictive shall be deemed controlling.

4.02 Site and Building Development Standards

All Sites must also meet the standards set out herein, such as those governing appropriate building setbacks, greenspace requirements, parking, storage, temporary improvements, landscaping, signs, utility connections, fencing, on-site lighting, roof-top construction and on-site drainage. In addition, all Building Sites must meet the requirements of Floyd County zoning ordinances regarding land use and real estate, or other applicable town, municipal, state or other land use regulations. If there is a conflict between a local ordinances and the Design Guidelines set out herein then the more restrictive shall be deemed to be controlling. A variance, special exception or conditional approval by local BZA, zoning board or other governmental entity shall not operate as approval or acceptance by the ARC or Association.

4.05 Subdivision of Building Sites

No Building Site of record within Novaparque may be further subdivided for sale or

used by more than one occupant without both the prior written permission of the Owner's Association and appropriate governmental review and approval pursuant to applicable statutes, ordinances and regulations.

4.06 Owner Maintenance

Each Owner, at its sole expense, shall keep, maintain, service and replace its Building, Improvements, and appurtenances, including landscaping and storm drainage systems, located on its Building Site, in a safe, clean, maintained, neat, wholesome condition and with the same exterior finish originally approved by the Owner's Association, and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Owner shall remove all dead plant material.

ARTICLE V. PLANNING AND DESIGN GUIDELINES

The RDC has adopted a Design Guidelines Manual for all building development requirements not expressly mentioned in this document. The Design Guidelines, as may be amended from time to time, are hereby incorporated into these Restrictions by reference. The ARC has sole interpretation authority of the Design Guidelines, as approved, adopted or amended by the ARC.

5.01 General Site Standards

- a. Individual Building Sites shall be designed in a consistent manner throughout the campus, taking into consideration the unique layout. The implementation of such campus can be achieved through an organized site layout, maximized greenspaces with natural placement of landscape materials, the use of a material palette consistent to the overall development, proper screening of outdoor equipment, storage as approved by the ARC, and employee areas, and proper maintenance of the Owner's property.
- b. Exterior spaces, *i.e.*, loading, service, mechanical equipment, outside storage and employee areas shall be screened and integrated with the overall site development and building character. All screen walls for such items shall be integrated with the overall building character. These will be constructed of same materials as used on the primary structure. Overall site development shall be of unified and integrated character. Compliance with this image will be subject to such other development requirements of the ARC, and the prior written approval of the Owner's Association.

5.02 Building Site Grading & Drainage

- a. Drainage of each lot shall conform to the general drainage plans of the RDC

for the subdivision, or such other development restrictions established in the Design Guidelines, and no Owner may alter the drainage of any lot in the subdivision, which affects the general drainage plans of the RDC.

- b. Drainage retention and detention areas shall maintain a natural appearance in order to promote wildlife habitat.
- c. Owner shall take advantage of general topography and natural contours as well as provide gentle slopes and transition areas.
- d. The Owner's Association shall maintain all common storm water drainage facilities including storm water detention basins, swales, piping, inlets and structures. This includes any storm water component, which serves more than a one Owner's property.
- e. Each Owner shall maintain its Building Site's storm water drainage facilities including any storm water detention basins, swales, piping, inlets and structures which serve exclusively the Owner's Building Site.
- f. No open ditches or swales will not be permitted at driveway curb cuts. All drainage at driveways must be incorporated into overall park design.

5.03 Vehicular and Pedestrian Circulation

- a. In all instances, access points on primary thoroughfares will be kept to a minimum. Curb cuts along the boundary of Building Sites will be restricted to the minimum requirements of the appropriate local authority. Joint cuts shall be developed to serve abutting Building Sites.
- b. All access and entrances are subject to the prior written approval of the ARC , Owner's Association and the local agencies having jurisdiction.

5.04 Setbacks

- a. No improvements of any kind shall be placed closer than permitted to any property line and such setbacks shall confirm to subdivision control ordinances and zoning ordinances of Floyd County.
- b. Minimum setback from a body of water shall subject to those set out in the Design Guidelines.

5.05 Parking

- a. Each Owner shall provide adequate off-street paved vehicle parking on its

Building Site, together with paved access drives and paved loading areas as may be required for the business activity to be conducted on or from the Building Site.

- b. The location, number and size of parking spaces within parking areas on a Building Site shall be consistent with the Design Guidelines and be subject to the prior written approval of the ARC.
- c. Parking shall comply with Floyd County Zoning Ordinance regarding standards for Office Business.
- d. Extended parking of vehicles (more than a single uninterrupted period of 48 hours in any calendar month) is not permitted.
- e. All parking areas shall be landscaped and/or screened as set forth in the Design Guidelines or as approved by the ARC.
- f. Parking areas shall be paved with concrete or asphalt surface. There shall be no gravel surfaces.

5.06 Paving

All driveways, service and parking areas will be constructed with bituminous paving, concrete, or other approved hard surface. Service areas subject to abuse, such as loading and dumpster service areas, are recommended to be constructed with concrete paving. The above mentioned construction methods are subject to the prior review and prior written approval by the ARC.

5.07 Storage and Loading Areas

- a. Outside storage of materials is prohibited. Each site development plan will provide sufficient on-site loading facilities to accommodate proposed site activities.
- b. All loading movements, including turn-around, will be made off of the right-of-way. Truck loading and receiving areas shall not have the dock(s) or the dock door(s) directly facing public roads or any street within the campus. Loading docks shall not be located on the side of a building facing the front side of a lot.
- c. Temporary storage shall not be permitted in any trailer on any Building Site except during construction. No materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be displayed, stored or permitted to remain on any Building Site outside of its appurtenant building

unless appropriate screening be first approved.

- d. Trash and garbage facilities will be screened so as not to be visible from any street, adjacent lot, or building entrance.

5.08 Landscaping

Landscaping is intended to unify and provide continuity among Novaparke in light of the variety of architectural designs which are permitted in the Real Estate. All open unpaved space including, but not limited to, front, side and rear yard setback areas shall be planted and landscaped according to an approved plan.

- a. All landscaping shall also be consistent to and in accordance with the requirements set forth in the Floyd County Zoning Ordinance.
- b. All plans shall be approved by the ARC in advance.
- c. Street frontage shall meet standards set forth in Floyd County Zoning Ordinance for Gateway Districts.
- d. The types of trees permitted will be listed in the Design Guidelines and revised from time to time.
- e. Plants will be arranged to highlight building entries, and to soften and provide scale to building masses and site development. To insure an adequate buffer, landscape easements (setbacks) may be required of parcels adjacent to the main entries.
- f. All landscape installation within the individual parcels are the responsibility of the parcel owner.
- g. Within 120 days following completion of construction or a reasonable time approved by the ARC, each parcel shall be landscaped in accordance with the plan approved by the ARC.
- h. Zoned irrigation with rain sensors may be required where appropriate.

5.09 Mail Boxes

No freestanding mailboxes shall be permitted. Mail drop shall be via wall or door mail drop slot.

5.10 Building & Materials

- a. Character

Building designs should be of an integrated architectural theme using similar materials befitting of a high tech office and research park. Emphasis should be placed on creating a campus-like atmosphere that will be able to offer campus occupants an opportunity to enjoy outdoor activities and amenities as well as create an attractive, functional place to work. All auxiliary and secondary structures shall be constructed of the same materials as the primary building.

Design should consider the elevations of the building and avoid long, blank facades. Pre-engineered buildings are discouraged.

Building coloration should be somewhat neutral in color and should be of hues that complement and are in harmony with the existing structures in the campus.

b. Exterior Materials

High quality, energy conserving, and low maintenance materials are recommended for all building projects in the campus. Painted metal profile siding, stained or painted wood siding and shingles, non-decorative concrete block, and other items restricted in the Design Guidelines are prohibited.

EIFS systems may be used as an accent material or as a soffit material, but shall not compose more than 40% of the total exterior wall surface. The use of glass to provide views out to the exterior environment is highly desirable and encouraged. All glass shall be insulated. The use of highly reflective glass is prohibited.

Materials that are not allowed include: E.I.F.S unless meeting requirements of above exception., vinyl siding, low slope industrial metal roofing, prefabricated industrial metal buildings, painted metal siding as primary skin, non-decorative CMU, decorative CMU as primary skin, and hazardous materials including, but not limited to, asbestos and lead-based paint and such other materials as prohibited in the Design Guidelines as amended from time to time.

5.11 Signage

No sign will be permitted on any parcel unless location, plans, elevations, sections, details and specifications have been reviewed and approved by the ARC. All signs shall be not only subject to regulation by applicable governmental authority, but shall conform to sign standards for Novaparke as contained in the Design Guidelines and as prescribed from time to time by the ARC. Signs failing to meet these guidelines shall be taken down at the cost of the Owner.

- a. Business Signs shall conform to the following restrictions:

1. The only signs permitted on any Building Site shall be those designating the name of the business which is located and operating on the Building Site, the building street address, and Novaparke logo. No billboard or other advertising device nor any other signs shall be permitted within Novaparke.
2. All signs shall be of a size and nature to preserve the quality and atmosphere of Novaparke, unless otherwise approved in writing by the ARC.
3. All signs shall be set back at least fifteen (15) feet from the street or right of way.
4. Signs may not be installed to project above the roofline of a building or be located in front of a building setback line.
5. Signs may not be of unusual size or shape when compared to the Improvements situated on the Building Site on which such sign is located.
6. Signs may not contain or utilize any flashing, blinking, intermittent or moving light as source of illumination.
7. Owner shall provide three square feet of landscaped area around the sign for every square foot sign area.
8. One sign identifying the user, nature of the business, and products ("Business Sign") shall be permitted for each length of frontage along a public or internal street, and these shall be of a design and material consistent with the building itself.
9. Each Building Site may have two signs designated for leasing or project construction identification, as applicable and as approved by the Owner's Association and subject to the Design Guidelines.

Notwithstanding any other provisions of this Section, the ARC may approve a building standard sign program in writing. If the ARC approves a building standard sign program in writing, signs installed in strict conformance with the requirements of such approved program will not be required to have separate approval, but any sign which deviates from such approved program may not be installed until approved in writing by the ARC.

b. Park Information Signs and Directional Signs shall conform to the following:

1. The Owner's Association, at its discretion may install Park Information

Signs to assist in directing traffic to campus site amenities and individual Building Sites.

2. If a building houses several businesses, a building Directional Sign with additional identification for each business as well as the building street address will be considered on an individual basis by submission to ARC.

All of the above signage requirements will be maintained in a safe and attractive condition so as to preserve the aesthetic qualities established for the campus.

5.12 Roof and Roof Appurtenances

a. Roof Construction and Slope

All fans, vents, cooling towers, skylights and any equipment located on the roof of any improvements shall be located in a manner to minimize their distraction from the architectural attractiveness of the improvement, and in a manner to screen them from sight of traffic on public roads.

It is suggested that flat or low sloping roofs will be screened by parapets and sloped to appropriate internal drains or scuppers. Pitched roofs with a minimum slope of 6 in 12 will be permitted.

b. Screening

Permissible materials for pitched roofs will be limited to architectural standing seam or flat seam configuration metals. Non-weathering metals (*i.e.*, galvanized steel) will be painted with finish approved by the ARC and is subject to such other specification and restrictions in the Design Guidelines.

All roof appurtenances projecting above the roof, such as exhaust fans, heating and air condition units, condensers, electrical equipment, plumbing vents and stacks, will be screened from view. Such screening may be achieved by extending exterior walls above the roof to form a parapet or through the use of other opaque walls constructed of materials compatible in texture, color and quality with exterior walls of the building.

5.13 Utility and Service Requirements

A Utility Plan, including connections to existing utility lines, size of service, size of conduits, piping, etc. and any proposed easements, must be submitted for each Building Site for approval by the ARC. All utility lines will be located underground.

ARTICLE VI. APPROVAL OF PLANS

No structure may be erected, placed or altered on any parcel until the construction plans and building specifications and a plan showing (a) the location of improvements on the lot; (b) the building elevation (including rear, front and side elevations); (c) the type of exterior material (including delivery of a sample thereof); (d) the location and size of the ingress and egress, where appropriate (which shall be asphalt or concrete); (e) square footage; (f) the grade elevation of the foundation; and (g) sidewalks, when required, shall have been approved in writing by the ARC.

In addition to the plans referred to above, a landscape plan shall be submitted to the ARC for its approval in writing, which plan shall show trees, shrubs and other plantings.

References to "ARC" in these Restrictions and Protective Covenants shall include any person, firm, corporation or association to whom RDC may assign the right of approval. References to "structure" in these Restrictions and Protective Covenants shall include any building (including a fence, wall or other improvement).

"ARC" is hereby granted the right, but is not obligated to approve or reject all plans and specifications for the erection and/or alteration of improvements on all parcels in Novaparke in accordance with these Restrictions and Protective Covenants and the Design Guidelines, which may be amended from time to time.

6.01 Architectural Review Committee

There is hereby established an Architectural Review Committee ("ARC") whose members shall initially be appointed by the RDC. The Architectural Review Committee shall consist of five (5) members which shall include an Indiana licensed architect, the Redevelopment Commission Director, and three (3) representatives from the RDC or Owner's Association with at least one of the members having building or construction experience. The concurrence of three (3) members shall constitute the action of the Architectural Review Committee without the necessity of a formal meeting.

Members shall serve and be appointed at the pleasure of the RDC until such time as the RDC, in writing, notifies the Owner's Association that the RDC irrevocably assigns this power of appointment for this ARC to the Owner's Association, however, upon RDC conveying the last available Building Site in Novaparke to a third party, all rights and obligations of RDC to appoint members of the ARC shall automatically vest in the Owner's Association and the Owner's Association shall have the same rights and powers and be subjected to the same obligations and duties as are incumbent upon RDC and RDC shall be relieved of further responsibility hereunder.

6.02 Interpretation and Waiver

The ARC's interest in reviewing the above items is to assure that quality compatible development is consistently achieved. When questions of judgment or interpretation arise, the decision of the ARC is final. To aid in clarity and to provide greater detail to owners and developers, the ARDC may establish and adopt more detailed Design Guidelines consistent with these restrictions. All issues not covered specifically by these Design Guidelines will be resolved by the ARC on a case-by-case basis. In order to meet special unforeseen situations, it may be desirable from time to time for the ARC to allow variances of certain requirements. Any variance granted is made with the welfare of the overall development in mind and is not precedent setting. Variances are defined in the Covenants, Article III - Section 3.04.

6.03 Approval Procedures

No Improvements may be constructed, erected, placed, altered, maintained or permitted on any Building Site until plans and specifications meeting the Design Guideline requirements and satisfactory to the ARC. Such plans shall adequately show the proposed construction, plot layout and all exterior elevations. Details such as materials and colors, signs, landscaping, traffic engineering, number and size and layout of parking spaces, drainage, grading, easements and utilities, proposed building use and number of employees and such other information as may be requested by ARC are required to be submitted to the ARC by the Owner.

The ARC has sole interpretation authority of the Design Guidelines, as approved, adopted or amended by the ARC. Approval by ARC shall be based on, among other things, adequacy of Building Site size, conformity and harmony of external design with the Design Guidelines and neighboring structures, effect of location and use of Improvements on neighboring Building Sites, operations and uses; relation to and enhancement of the topography, grade and finished ground elevation of the Building Site to that of neighboring Building Sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these Covenants. Approval by ARC of such plans and specifications shall not constitute a recommendation, certification or other verification by it of the worthiness, suitability or integrity of the plans and specifications.

No trees may be removed from any Building Site without the prior written approval of the ARC.

Approval by the ARC shall by no means absolve the Owner of the review and approval requirements of any of local, state, or federal agencies, which have jurisdiction over the Owner's project.

6.04 Preliminary Review

In order to simplify and expedite the design process, a preliminary review may be requested of the ARC in order to provide comments regarding the initial design of a development. At a preliminary review, the following material will be submitted:

1. Site Development Plans, including identification and location of components pertinent to the development i.e., building, parking, service areas, landscape design, etc.
2. Renderings depicting architectural massing and building materials, colors, finishes.
3. Written description of the proposed use and operations of the facility.
4. The Preliminary Review materials will be reviewed within 15 days of their receipt by ARC.
5. The ARC will provide a written summary of action taken and it shall include one of the following actions: (i) Approved as Submitted; (ii) Approved with Conditions; (iii) Not Approved, Revise and Resubmit; (iv) Not Approved, Clarifications Requested.

6.05 Final Approval

Final review by the ARC shall include all information as required to identify the following:

1. Architectural, structural, mechanical, electrical and plumbing plans and specifications as required to depict the overall design intent of the proposed development.
2. Site development plans showing site access, building location, service areas, parking, utilities, grading and storm detention or retention areas, signage, etc.
3. Landscape plans including plant locations, size, quantities and species.
4. Site Lighting Plan showing fixture locations, types, finishes, and illumination levels.
5. Finish Board containing samples of exterior building materials.
6. Renderings to depicted building massing and other improvements.
7. Illustrations of proposed signage and/or graphic materials.

8. Samples of paving materials if other than asphalt or concrete.
9. Other information that the ARC may deem necessary to insure compliance with the Design Guidelines.

The final plans and specifications will be submitted at least 30 days prior to submission for local approvals required by local county, municipal and governmental approval. This will allow for a 30-day review and approval (or disapproval) process.

The ARC will provide a written summary of action taken and it shall include one of the following actions: (i) Approved as Submitted; (ii) Approved with Conditions; (iii) Not Approved, Revise and Resubmit; (iv) Not Approved, Clarifications Requested.

6.06 Public Approvals

Prior to development, each Owner, Lessee and/or Tenant must verify the current code requirements. Although based on local zoning and subdivision regulations, the Design Guidelines may be more restrictive in land use, site development standards, landscape requirements, or in other matters. In every case in which the Design Guidelines are at variance with public agency requirements, the more restrictive regulations will govern. Approval of plans by the ARC does not relieve the Owners, Lessees and/or Tenants of required approvals of all federal, state and local regulatory agencies having jurisdiction over the project. Should the standards outlined herein conflict with requirements set forth by regulatory agencies, the stricter of the standards will prevail.

ARTICLE VII. ENFORCEMENT

7.01 Abatement and Suit

The Covenants and Design Guidelines herein contained shall run with title to the Real Estate and be binding upon and insure to the benefit of the Owner's Association, RDC, the Owners and their respective successors and assigns.

The terms, provisions and conditions of these Covenants shall be enforceable by the RDC or Association, and each Owner. The RDC and/or the Association (once formed) shall have the power and authority to impose reasonable fines for violation of these Restrictions or any rule or regulation of the Association, which shall constitute a lien upon the lot of the violating owner as provided in these Covenants, and to suspend the owners' right to vote or any persons' right to use the Common Area. If any occupant, guest or invitee of a lot violates the Covenants or rule or regulation of the Association and a fine is imposed, the fine shall be assessed against the owner to which such occupant, guest or invitee is associated; the owner shall pay the fine upon notice from the Association or Declarant. The failure of the Declarant and/or the Association to enforce any provision of the Covenants or any rule or regulation of the

Association shall not operate as a waiver of the right of the Association to do so thereafter.

Each Owner, by acquiring an interest in the Real Estate, appoints irrevocably, as a power coupled with an interest, the Owner's Association as its attorney-in-fact for such purpose; provided, however, that if an Owner notifies the Owner's Association of a claimed violation of these Covenants and Design Guidelines, and the Owner's Association fails to act within thirty (30) days after receipt of such notification, then and in that event only, an Owner may separately, at its sole cost and expense, bring suit to enforce the violated Covenant and Design Guidelines in like manner as permitted by the Owner's Association.

Any alleged violation of these Restrictions to be enforced shall be put in writing and signed by the RDC, the Association or one Owner ("Complainant") and presented to the violating Owner ("Violator"). Such written notice ("Violation Notice") shall be delivered by the Complainant to the Violator certified mail (return receipt requested) advising the Violator of the alleged violation in specific terms. If the event that the Complainant is not the Declarant or the Board, the Complainant shall also deliver a copy of the Violation Notice to the Declarant/Board. The Violator shall respond in writing to the Complainant within thirty (30) days of delivery of the Violation Notice either a) denying and contesting the violation; or b) advising the Complainant how the alleged violation will be remedied. No enforcement action may be commenced in any Court until this procedure has been followed. The prevailing party in any enforcement action is entitled to recovery of all costs, including, but not limited to, reasonable attorney's fees.

In enforcing these Covenants and Design Guidelines, the Owner's Association shall have all remedies available to it or the Owners at law or in equity, and, as may be appropriate under the circumstance, the Owner's Association shall be entitled to recover all of its costs incurred in maintaining any such action regardless of the outcome thereof, including its attorney's fees.

7.02 Deemed to Constitute a Nuisance

Any violation of these Covenants and Design Guidelines or any part thereof is hereby declared to be and to constitute a nuisance and every public or private remedy allowed therefor by law or in equity against an Owner, tenant or occupant, including injunctive relief and specific performance, shall be available to the Owner's Association and RDC.

7.03 Right to Perform

In addition to the Owner's Association other rights to remedy defaults of an Owner, if the Owner's Association reasonably determines that an Owner has failed to comply

with any of the obligations and responsibilities imposed upon it hereunder, the Owner's Association may give such Owner written notice specifying the default and the action required of the Owner to correct the default. If the default is not corrected to the reasonable satisfaction of the Owner's Association within a period of thirty (30) days from the date of such notice or, where the condition relating to the default is not susceptible of being corrected within such period of time, and the Owner has not, within such thirty (30) day period, commenced correcting the default with due diligence and dispatch, the Owner's Association shall have the right, but not the obligation, to correct or cause to be corrected the default, and in connection therewith it and its agents and subcontractors shall have the right to enter upon the affected Building Site and any of its Improvements for the performance of all acts deemed necessary by the Owner's Association for the purpose of correcting or remedying the default.

7.04 Performance

If the Owner's Association elects to correct or remedy any default as permitted it by the provisions of Section 7.03 above, it will thereafter submit to the affected Owner a written statement of all costs incurred by the Owner's Association in connection therewith. The Owner's Association shall have a lien upon the Building Site for the purpose of securing such costs and all of Owner's Association's other related costs incurred by it in connection with the collection thereof, including costs of litigation and attorney's fees. If the Owner's Association's statement for its actual costs incurred in connection with the remedying of such default is not paid within a period of thirty (30) days from date of the statement, the Owner's Association may collect the same and have all the rights in respect thereof as provided in Article XI, Assessments, herein.

7.05 Enforcement

The failure of the Owner's Association to enforce any of these Covenants and Design Guidelines shall in no event be deemed to be a waiver of the right to do so for the current or subsequent violations or of the right to enforce any of the other Covenants and Design Guidelines, nor shall the Owner's Association incur any liability to anyone whomsoever for any failure from time to time to enforce the Covenants and Design Guidelines.

ARTICLE VIII. PERFORMANCE TIME

8.01 Repurchase Procedures

If, after the expiration of thirty-six (36) months from the date of execution of any deed to any Building Site in Novaparke, the Owner thereof shall not have begun in good faith, and with improvements thereon, approved by the Architectural Review

Committee under these Covenants, then RDC shall have an option to repurchase such Building Site as follows:

- a. The price shall be the same amount as was paid to RDC at its sale to said Owner and shall be paid in cash at the closing. RDC may set off against the purchase price all amounts necessary to release each lien or other encumbrance against the Building Site and any other costs to ensure that title is conveyed in accordance with the intent hereof.
- b. The option shall be deemed exercised by a notice in writing to said Owner delivered anytime after the expiration of the thirty-six (36) month period.
- c. At the closing, which shall be within a reasonable time the delivery of the notice, such Owner shall deliver its deed to RDC, re-conveying title to the Building Site free and clear of all encumbrances except those as originally conveyed with the property, warranting title therein against all acts done or conditions arising since the conveyance from RDC and shall forthwith deliver possession thereof.
- d. RDC may, at its election, file suit for specific performance or any other rights at law and equity, demanding the Court enforce the right to purchase the Building Site, and in all events, RDC shall be entitled to its attorneys' fees and related costs whenever it is required to enforce the rights available to it under this Article VIII. RDC retains the exclusive right, however, to extend the foregoing thirty-six (36) month period for commencement of construction by agreeing thereto in writing whenever it shall determine that valid reasons exist therefor.

8.02 Third Party Purchase

For as long as there are no Buildings or other improvements on the Building Site, the Owner shall not hereafter sell the Building Site or any portion thereof to a third party without having first given RDC prior written notice of the Owner's intent to sell said Building Site. RDC then shall have the option and right to repurchase the Building Site from the Owner, which right shall be exercisable by written notice to the Owner within thirty (30) days after RDC's receipt of the Owner's notice of intent to sell. The repurchase price, procedures and RDC's enforcement rights shall be as set forth in Section 8.01 above.

ARTICLE IX. TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

9.01 Term

This Declaration, and every provision hereof and every covenant, condition, restriction and reservation contained herein shall continue in full force and effect for a period of twenty (20) years from the date hereof, and shall thereafter be renewed automatically for successive ten (10) year periods unless and until terminated as provided in section 9.02 below.

9.02 Termination, Modification or Amendment by Owners

This Declaration or any provision hereof may be terminated, extended, modified or amended, as to the whole of the Novaparke Real Estate or any portion thereof, with written consent of the Owners of seventy-five percent (75%) in area of the Real Estate (other than Common Areas); provided, however, that no such termination, extension, modification or amendment shall be effective without also the written approval of RDC so long as RDC owns any portion of the Real Estate. Such termination, extension, modification or amendment shall be immediately effective upon recording an appropriate written instrument in recordable form, executed by the requisite Owners (and by RDC if required) in the office of the Recorder of Floyd County, Indiana.

9.03 Modification or Amendment by RDC

For and so long as RDC owns any portion of the Real Estate, RDC reserves the right to amend, modify and supplement any of the Conditions or other terms and provisions contained in this Declaration and/or the Design Guidelines which shall be binding upon all Real Estate owned by RDC at the time of such amendment and/or modification.

9.04 Assignments of RDC's Right and Duties

Any and all, or any portion and part, of the rights, powers and reservations of RDC herein contained may be assigned by RDC to any one or more persons, corporations or associations, including, but not limited to the Owner's Association, on condition that the assignee(s) undertake in writing to assume all of the relevant duties of RDC hereunder. To the extent of such assignment, the assignee shall have the same rights and power and be subject to the same obligations and duties as are incumbent on RDC, and to the extent of those duties assumed by the assignee, RDC shall be relieved from all further responsibility. RDC is responsible for all initial Novaparke development costs, not otherwise paid for by governmental financing which costs have been incorporated into the lot pricing within the PRP. However, all obligations of RDC, if any, for any costs and expenses imposed after these initial development costs by any governmental entity for improvements to roadways, highways and additional traffic signals, signage, street lighting, and other facilities for the benefit of or necessitated as a result of the PRP's growth shall automatically vest in the Owner's Association and the Owner's Association shall be responsible for any such

obligation(s) and the Owner's Association shall be permitted to impose such costs as assessments for Common Expenses against the Owners.

ARTICLE X. OWNER'S ASSOCIATION

10.01 Formation of Owner's Association; Period Before Formation

RDC shall have the right to organize an Owner's Association at any time. Notwithstanding any provision herein to the contrary, until the Owner's Association shall have been formed, (a) all references herein to the Owner's Association shall be deemed to refer to RDC, (b) RDC shall hold and exercise all rights, powers and duties of the Owner's Association, its Board of Directors and its members, and (c) no Owner (other than RDC) of any portion of the Real Estate shall have any rights as a member of the Owner's Association.

10.02 Membership

Every Owner, including RDC, of all or any portion of the Real Estate, shall be a member of the Owner's Association. The membership of a person or entity in the Owner's Association shall commence upon becoming an Owner and shall terminate upon ceasing to be an Owner. Membership shall be appurtenant to the Building Site 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 Building Site to a new Owner.

10.03 Member's Rights and Duties

Each member of the Owner's Association shall have the rights, duties and obligations set forth in this Declaration, the Articles of Incorporation and By-Laws of the Owner's Association, and all amendments duly made hereto and thereto.

10.04 Votes of Members

With respect to each matter on which a member of the Owner's Association is entitled to vote, each member shall have the right to cast that number of votes equal to the number of acres of the Building Site(s) of which the member is then the Owner, rounded down to the nearest acre. Co-Owners shall have the right to cast in the aggregate only that number of votes to which a single Owner of the Co-Owner's Building Site would be entitled. The aggregate vote of Co-Owners of any Building Site may be cast by any one of them unless an objection or protest is made by one of the Co-Owners, in which case the aggregate vote of all Co-Owners of the Building Site in question shall not be counted.

10.05 Board of Directors

The number of directors of the Owner's Association shall be five (5). Until the sale of the last Building Site by RDC, RDC shall be entitled to appoint three (3) of the directors, and the remaining two (2) directors shall be elected by the members (other than RDC) of the Owner's Association. At the first annual meeting of the members of the Owner's Association held after the sale of the last Building Site by RDC, all directors appointed by RDC shall resign, and all directors of the Owner's Association shall thereafter be elected by the members of the Owner's Association.

10.06 Powers and Duties of Directors

The Board of Directors of the Owner's Association shall have powers for the conduct of the affairs of the Owner's Association which are granted to the Owner's Association by law, this Declaration, or the Articles of Incorporation or By-Laws of the Owner's Association, with the sole exception of those powers specifically reserved by such documents to members of the Owner's Association, the Architectural Review Committee. Without limiting the generality of the foregoing, the Board of Directors shall have the power:

- a. To construct, or cause to be constructed, the Improvements to the Common Areas, including infrastructure, and to enter into such contracts as may be required from time to time in the exercise of such powers, duties and responsibilities;
- b. To own the Common Areas and all its Improvement;
- c. To have the right to grant easements and rights of way appurtenant to or for the benefit of the Real Estate and Improvements;
- d. To manage and maintain the Common Areas;
- e. To incur such debt as may be incident to its ownership of the Common Areas, and the preservation, maintenance, repair and restoration of any and all Improvements thereto, and make such regular and special assessments permitted by this Declaration;
- f. To have the right to mortgage or otherwise encumber the Common Areas to secure any debt incurred in the performance of its obligations hereunder;
- g. To acquire, own, hold, improve, maintain, manage, convey, transfer or dedicate real or personal property for the benefit of members of the Owner's Association;
- h. To employ, enter into contracts with and delegate authority to persons or entities for the purpose of managing, conducting and performing the duties and obligations of the Owner's Association;

- i. To take such other action as reasonably necessary or appropriate to implement or enforce any of the provision of this Declaration or the Articles of Incorporation or By-Laws of the Owner's Association, including, but not limited to, the institution of legal action for collection of delinquent assessments by seeking a personal money judgment against the defaulting party or by foreclosing upon as assessment lien.

10.07 Maintenance

Owner's Association shall be responsible for maintaining (as a Common Expense) all Common Areas in a clean, safe, and attractive condition and shall maintain, repair and replace all components thereof. RDC hereby reserves perpetual easements for reasonable access over and across all areas of the surface of each Building Site for the use of the Owner's Association for the purposes of installation, maintenance and repair of the Common Areas. The Owner's Association shall indemnify and hold harmless the Owners and occupants of Building Sites from any damage to property or person resulting from the exercise of such reserved rights. Such access shall be during normal business hours with 24-hours' advance notice to the affected Owner of such access. Access during times of an emergency, as determined by the Owner's Association, may be at any time and shall not require advance notice.

10.08 Enforcement

The Owner's Association shall be entitled to enforce the covenants, conditions, Design Guidelines, and restrictions imposed under or in accordance with this Declaration, and may pursue the rights and remedies provided in this Article and any other rights and remedies available to the Owner's Association under this Declaration or at law or in equity. The right and remedies of the Owner's Association shall be cumulative; no one right or remedy shall be construed as exclusive of any other; and the exercise of any one right or remedy by the Owner's Association shall not preclude it from exercising any other right or remedy at the same or any subsequent time.

10.09 Indemnity

Each Owner is required hereby to indemnify and hold the Owner's Association, its agents, directors, members, employees and affiliates harmless, without limit as to time or amount, from all losses, claims, damages or liabilities in any way arising out of any activity conducted on or from its Building Site, including all costs of defense and attorney's fees.

10.10 Attorney-in-Fact

The Owner's Association (and each successor in interest at any point in time) is hereby, as a power coupled with an interest, irrevocably appointed by each of the Owners to manage, control and deal with their common interests in the Real Estate,

whether joint or several, and where applicable with the Common Areas, in such manner and to such extent as may permit the Owner's Association to more fully perform and discharge its powers, duties and responsibilities hereunder. Each Owner's acceptance of title to a Building Site, or any portion thereof, shall be deemed to be its full designation and appointment as herein provided.

ARTICLE XI. ASSESSMENTS

11.01 Assessment for Common Expenses

As evidenced by the acceptance of a Deed, all Owners shall be obligated to pay the assessments imposed hereunder by the Owner's Association to pay the Common Expenses. Subject to the provisions of this Declaration, the Owner's Association Board of Directors shall have the power and authority to determine all matters in connection with assessments, including power and authority to determine where, when and how assessments are paid to the Owner's Association.

11.02 Assessments Pro-Rata.

All assessments against the Owners made by the Owner's Association for payment of the Common Expenses shall be prorated among the Owners as follows: The total number of acres of all Building Sites of Owners and RDC at the date of the assessment shall be calculated (Assessment Acreage); and

- a. The Assessment Ratio shall be the ratio in which each Owner's total acreage in its Building Site bears to the Assessment Acreage, expressed as a percentage; and
- b. The Assessment shall be an amount equal to the product obtained by multiplying the total of the Common Expenses by the Assessment Ratio.
- c. All acreage computations shall be made to the nearest hundredth of an acre. No assessment will be made against RDC after sale of the last Building Site.

11.03 Proposed Annual Budget

On or before the first day of November of each calendar year, the Board of Directors for the Owner's Association ("Board"), if any, shall cause to be prepared a proposed annual budget for the ensuing calendar year, estimating the total amount of the Common Expenses required during such year, together with a reasonable amount considered by the Board to be necessary for a replacement reserve fund for capital expenditures and replacement and repair of the Improvements to the Common Areas, and within a reasonable time thereafter furnish a copy of the proposed annual budget to each Owner. The proposed annual budget shall be submitted to the Owner's

Association's voting members at its annual meeting, and to the extent adopted by such members, the proposed annual budget shall be the basis for assessment ("Regular Assessment"). The Regular Assessment shall be paid in such installments as may be determined from time to time by the Owner's Association, but not more frequently than monthly. All other matters pertaining to the Regular Assessment shall be determined by the Board.

11.04 Supplementary Assessments

If the amount received by the Owner's Association on account of the Regular Assessment is less than the amount required by the Owner's Association to pay the Common Expenses, whether as a result of defaults by some Owners in making payments or as a result of mistaken estimates in budgeting or otherwise, the Board may, at any time, levy supplementary assessments ("Supplementary Assessments") to cover the deficiency, including interest and costs of collection and attorneys' fees.

11.05 Special Assessments

In addition to the Regular Assessments and Supplementary Assessments, the Owner's Association may levy special assessments ("Special Assessments"), payable over such periods as the Board may determine, for the purpose of defraying, in whole or in part (to the extent the amounts in any capital reserve fund are insufficient therefor) the cost of any construction or reconstruction undertaken for repair or replacement of the Improvements to the Common Areas, or any part thereof, or for the other expenses incurred or to be incurred as provided in this Declaration for the benefit of the Owner's Association and the Owners. No Special Assessment shall be levied, however, until first approved by the Owner's Association's members owning seventy-five percent (75%) of its issued voting stock.

11.06 Owner's Obligation for Payment

Each Owner's share of Common Expenses shall from date of assessment be the personal and individual debt of such Owner. If there are multiple Owners of a Building Site, each is jointly and severally liable. Suit to recover a money judgment for unpaid assessments and all costs of suit (including attorney's fees) shall be maintainable by the Owner's Association without foreclosing or waiving any lien securing the same. No Owner may exempt itself from liability for assessments by waiver of the use or enjoyment of any of the Common Areas or by abandonment of its Building Site. Except for Mortgagees and RDC, each Owner of a Building Site shall be jointly and severally liable with each former Owner of the Building Site for all amounts which had accrued and were payable at the time of the transfer of fee simple title to the Building Site, but without prejudice to the new Owner's right of recovery against the former Owner. RDC shall pay its share of all assessments, and if RDC

defaults in such payments, no other Owner shall be assessed to pay any shortfall caused by RDC's default.

11.07 Lien for Assessments

Owner's Association shall diligently attempt to collect all assessments and shall have a lien against each Building Site to secure payment by its Owner of any assessment, charge, fine, penalty or other amount due and owing hereunder, plus interest at the rate of eighteen percent (18%) per annum from the due date of payment and all costs incident to collection, including attorney's fees and other costs of litigation. Whenever any amount due the Owner's Association remains unpaid for a period of thirty (30) days from due date, the Owner's Association may at any time thereafter file a statement of its lien claim in the office of the Recorder of Floyd County, Indiana, substantially in the form called for and with all rights and remedies provided by the mechanic's lien laws of the State of Indiana. Nevertheless, any such lien shall be deemed to be junior to all recorded liens against or encumbrances of the Building Site of record as of the date of the filing of the lien claim. The lien may thereafter be foreclosed, and Owner's Association shall have the same rights and remedies as provided for by the mechanic's lien laws of the State of Indiana.

11.08 Period Before Formation of Owner's Association

Notwithstanding any provision herein to the contrary, until the Owner's Association shall have been formed, (a) all references herein to the Owner's Association shall be deemed to refer to RDC, (b) RDC shall hold and exercise all rights, powers and duties of the Owner's Association, its Board of Directors and its members, and (c) no Owner (other than RDC) of any portion of the Real Estate shall have any rights as a member of the Owner's Association.

ARTICLE XII. MISCELLANEOUS

12.01 Owner's Liability Subsequent to Sale

Upon sale of a Building Site, its Owner shall have no further liability for assessments or other obligations hereunder becoming due subsequent to recordation of the transfer in the office of the Recorder of Floyd County, Indiana; provided, however, that nothing herein shall be construed to relieve an Owner from any preexisting liquidated liabilities or obligations. Furthermore, no such sale shall operate to enlarge or extend or modify any of the construction time constraints imposed in Section 8.01, Repurchase Procedures, above.

12.02 Benefits and Burdens

The terms and provisions contained in this Declaration shall bind and insure to the benefit of the Owners and their respective heirs, successors, personal representatives and assigns.

12.03 Notice

Any notices required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested, and shall be directed as follows: If intended for an Owner:

- a. To the address of the Building Site if improved;
- b. If the Building Site is not improved, to the Owner's last address known to RDC.
- c. If notice is to be given to RDC, it shall be given to 2524 Corydon Pike Suite 202, New Albany, IN 47150.

12.04 Singular and Plural

Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

12.05 Severability

All the terms, conditions, covenants, restrictions and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said terms, conditions, covenants, restrictions and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other terms, conditions, covenant, restrictions and reservations or any part thereof shall be thereby affected or impaired, but shall continue in full force and effect.

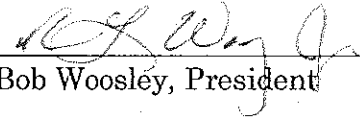
12.06 No Waiver

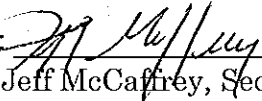
No waiver of, or failure to enforce, any of the conditions, covenants, restrictions or reservations contained within this Declaration shall be deemed to constitute a waiver of any right to enforce the same or other conditions, covenants, restrictions or reservations thereafter.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Protective Covenants certifying that this instrument has been duly authorized by the Floyd County Department of Redevelopment ("RDC"), and that the undersigned have

been duly authorized to execute and deliver this instrument for and on behalf of RDC,
all on this 8th day of February, 2020.

COUNTY OF FLOYD DEPARTMENT OF REDEVELOPMENT


Bob Woosley, President

Attest: 
Jeff McCaffrey, Secretary

THIS INSTRUMENT PREPARED BY:

Justin E. Endres
YOUNG, LIND, ENDRES & KRAFT
126 W. Spring Street
New Albany, IN 47150
Ph: 812.945.2555

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.

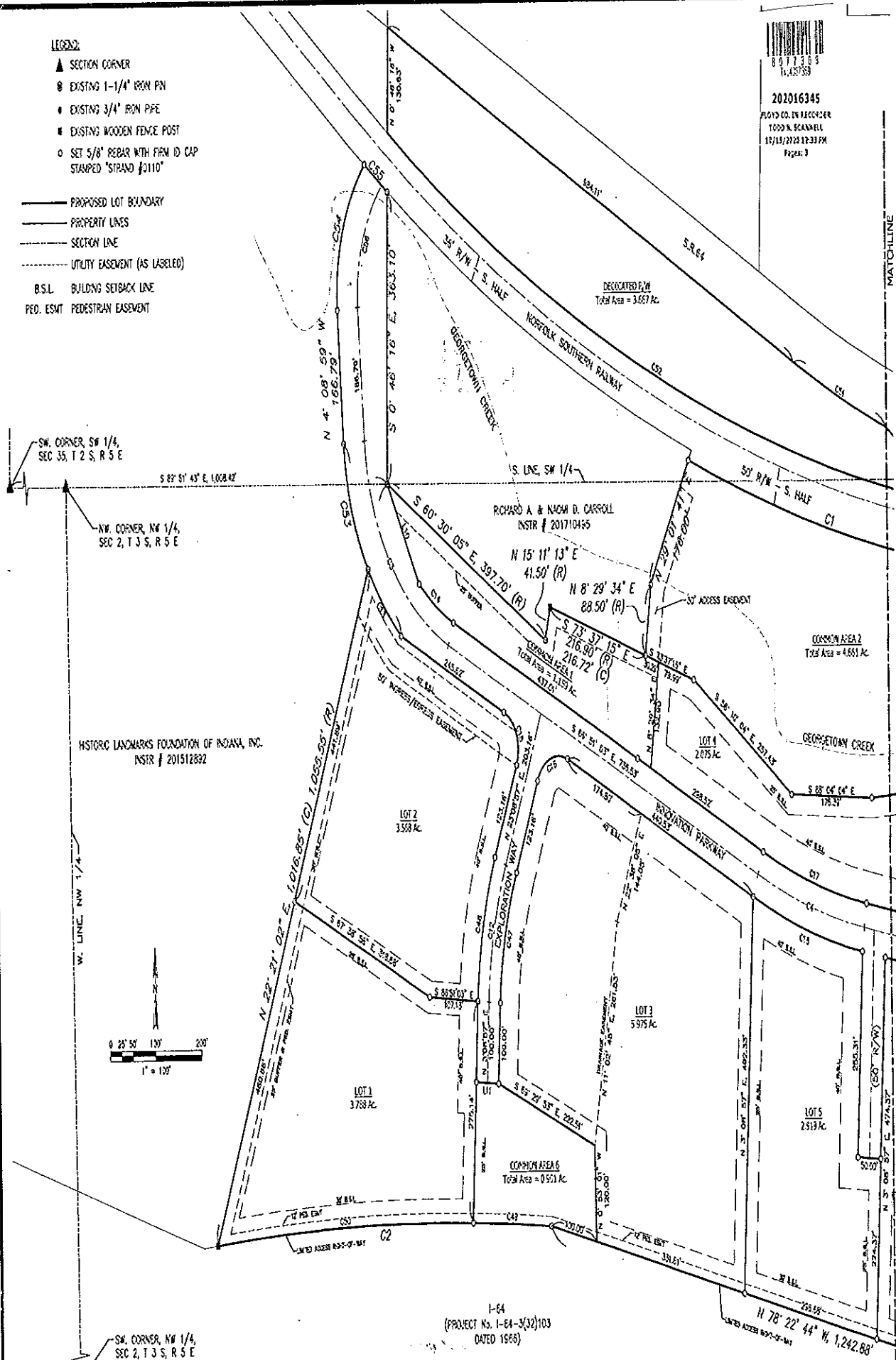
By: Justin E Endres

LEGEND:

- ▲ SECTION CORNER
 ⊗ EXISTING 1-1/4" IRON PIN
 ● EXISTING 3/4" IRON PIPE
 ■ EXISTING WOODEN FENCE POST
 ○ SET 5/8" REBAR WITH IRON ID CAP
 STAMPED "STRAND #3110"
 _____ PROPOSED LOT BOUNDARY
 _____ PROPERTY LINES
 - - - - - SECTION LINE
 - - - - - UTILITY EASEMENT (AS LABELED)
 B.S.L. BUILDING SETBACK LINE
 PED. ESMT. PEDESTRIAN EASEMENT



202016345
FLOYD CO. IN RECORDER
TODD M. SCANNELL
10/13/2025 12:33 PM
Pages: 3

[illegible]

**INNOVATION PARK
PLAT NO. 1491**

FLOYD COUNTY COMMISSIONERS
FLOYD COUNTY, INDIANA

JOB NO.
4524071

PROJECT MGR.
BILL HANKINS



SHEET

1 of 3

A part of the North-west Quarter of Section 2, Township 3 South, Range 5 East, a part of the South-west Quarter of Section 36, Township 2 South, Range 5 East, and a part of Plat No. 129 as recorded in the Office of Records of Floyd County, Indiana described as follows:

Also, a part of the North-east Quarter of Section 2, Township 3 South, Range 5 East, and a part of the South-west Quarter of Section 35, Township 2 South, Range 5 East described as follows:

Concerning in the southeast corner of said Southwest Quarter of Section 35, these South 69 degrees 51 minutes 43 seconds East 1,038.42 feet along the south line of said Southwest Quarter, these North 49 degrees 45 minutes 18 seconds East 433.83 feet to the northern boundary of right-of-way of the Norfolk Southern Railway, these continuing North 49 degrees 45 minutes 18 seconds East 129.83 feet to the southern right-of-way of S.R. 69; these South 69 degrees 33 minutes 17 seconds East 584.11 feet along said south right-of-way, these along said southern right-of-way easterly 217.35 feet along arc to the left having a radius of 1,935.00 feet and being subtended by a long chord having a bearing of South 61 degrees 07 minutes 40 seconds East and a length of 217.45 feet, these South 54 degrees 15 minutes 14 seconds East 154.32 feet to said southern right-of-way, these along said southern right-of-way westerly 1,334.15 feet along arc to the right having a radius of 1,936.81 feet and being subtended by a long chord having a bearing of North 69 degrees 44 minutes 13 seconds West and a length of 1,312.42 feet to the point of beginning and containing 1.667 acres, more or less.

It is in exactly the wrong spirit to be aware of the bad done in this Fall and thereby detract from the public use of the right-of-way and encourage drivers on the Fall and back roads who are more likely to be the cause of injury or death.

Rob Wiley
Rob Wiley, President

संख्या १८६१/१९८०

State of Indiana
County of Floyd

Before we the undersigned Nancy Public, in and for the County and State, personally appeared Bob Worley, and acknowledged the indebtedness of the foregoing instrument to him as her guarantor and deed for the purposes herein expressed.

My hand and seal this 13th day of October 1899

My current license expires: June 1, 2011

Signature: Jayce Nardell

Approved by the Fair & Creditable Plan Commission

THU 3rd of Oct 1972

BOARD OF COUNTY COMMISSIONERS CERTIFICATE

Appendix F: Case Studies

[Handwritten signature]


John Schellenger

10/10/20

Jacqueline Kennedy
Age 70-100/100

I AGREE TO SIGN THIS FORM FOR MYSELF,
MY CHILD OR MINOR DEPENDENT TO GRANT
THEIR SOCIAL SECURITY NUMBER IN THIS JOINTLY
OWNED ACCOUNT BY THE
FROM Donald W. Ross

I, Jacob E. Fitzsimmons, hereby certify that I am a professional land surveyor, licensed in compliance with the laws of the State of Maryland, that to the best of my knowledge, this text accurately represents a survey completed by me, or under my direct supervision, in March, 2016; that all measurements shown on these actually exist, and that the location, area, and material are accurately shown and that there has been no change from the manner of survey recorded by the survey record on the Floyd County Recorder's Office. I affirm, under the penalties for perjury, that I have taken reasonable care to reflect each Social Security Number in this document, unless required by law.


 2/22/2011
 David J. Finkelson Date
 Registered Land Surveyor #LS2123011

His 15th of Oct 2001
 John J. Ganev

ENTERTAINMENT
No. 15, day of October 2020

J. Hanning
Artist, Royal College, E.L.

The Proactive Company for this Fall are:

Introduction

ADDRESS TABLE	
NAME	AREA(S)
COMPARA AREA 1	1.262
COMPARA AREA 2	1.461
COMPARA AREA 3	1.575
COMPARA AREA 4	1.953
COMPARA AREA 5	2.167
COMPARA AREA 6	6.821
LOC 1	3.788
LOC 2	3.963
LOC 3	5.575
LOC 4	3.985
LOC 5	2.513
LOC 6	3.375
LOC 7	2.225
LOC 8	2.454
LOC 9	3.036
LOC 10	2.436
LOC 11	4.395
LOC 12	2.819
LOC 13	2.566
LOC 14	1.558
RCM	7.621
RCM - NORTH	3.967
CONVERT	0.196
LOCAL AREA	4.538

C. No.	C. No.			
	AFC		GOD	
C1	105.57	29.31	5.77 11 51'E	62.63
C2	29.57	43.35	5.85 12 45'W	73.80
C3	23.37	33.37	5.85 13 41'E	32.19
C4	24.37	120.23	5.79 14 0'E	24.67
C5	62.34	143.30	N.85 51 17'E	615.28
C6	126.27	22.37	N.53 39 57'E	124.56
C7	20.76	22.37	N.51 51 57'E	59.87
C8	123.51	53.37	5.85 47 0'E	123.13
C9	140.13	142.30	5.84 45 0'E	152.54
C10	56.12	142.30	N.13 14 0'E	43.15
C11	71.14	15.37	N.37 36 53'W	135.58
C12	174.53	53.37	N.13 43 57'E	175.65
C13	129.25	245.30	5.87 45 47'E	133.31
C14	30.36	37.37	5.87 16 05'E	41.58
C15	71.54	52.37	5.81 51 43'E	71.71
C16	71.54	52.37	N.68 08 57'E	71.71
C17	235.50	17.37	5.79 46 0'E	235.32
C18	152.47	133.30	5.79 43 0'E	243.58
C19	62.25	117.37	N.85 31 37'E	622.13
C20	91.06	143.30	N.57 35 35'E	51.05
C21	71.57	52.37	5.82 51 05'E	63.97
C22	71.57	52.37	N.65 12 34'E	63.97
C23	179.63	143.30	N.85 39 31'E	179.51
C24	212.63	102.30	N.75 06 0'E	212.47
C25	71.77	52.37	5.81 11 17'E	72.83
C26	71.54	52.37	N.39 43 30'E	71.71
C27	173.77	175.37	N.53 30 57'E	175.58
C28	71.57	22.37	N.65 51 53'E	72.34
C29	71.53	22.37	N.42 51 12'E	71.85
C30	115.17	22.37	N.51 51 57'E	114.88
C31	83.87	171.30	N.51 57 57'E	84.57
C32	123.68	52.50	5.85 47 0'E	123.29
C33	117.37	47.50	5.85 45 47'E	117.63
C34	36.54	52.37	5.82 43 25'E	36.35
C35	37.35	52.37	5.82 11 57'E	36.48
C36	124.47	52.37	5.87 13 55'W	85.44
C37	181.11	52.37	N.17 43 15'W	71.82
C38	36.11	52.37	N.18 43 00'E	35.80
C39	228.35	52.37	5.87 34 40'W	75.30
C40	36.54	52.37	N.18 42 34'W	35.35
C41	117.43	52.37	N.31 36 12'E	54.38
C42	126.85	52.37	N.17 29 13'W	87.65
C43	36.14	52.37	N.13 22 00'E	35.36
C44	55.17	35.37	5.85 57 25'E	57.92
C45	125.81	47.50	N.18 43 57'E	124.97
C46	131.25	52.50	N.11 02 58'E	131.72
C47	171.57	43.15	N.16 07 07'W	172.59
C48	52.67	43.15	5.87 31 43'W	52.23
C49	133.13	126.30	5.87 47 47'E	210.63
C50	217.45	2.85	N.65 04 13'W	123.24
C51	135.65	34.90	N.17 54 22'W	144.28
C52	136.14	24.90	N.13 47 02'E	136.22
C53	63.34	237.41	5.89 41 32'E	64.34
C54	155.13	2.85	N.51 50 10'W	155.48

LAE TABLE		
LAE No	SLAYING	LENGTH
11	8'60" 75' 35" E	66.75
12	8'15" 12' 22" W	18.54
13	8'72" 53' 32" E	82.76
14	8'51" 41' 49" E	113.17
15	8'13" 37' 01" E	83.81
16	5'27" 23' 35" E	56.87
17	5'66" 25' 35" E	34.58
18	5'55" 05' 33" E	37.95
19	5'25" 53' 58" W	51.30
110	5'28" 52' 30" E	142.10
111	1'05" 51' 53" E	52.57
112	1'37" 35' 07" E	51.23
113	1'46" 58' 56" E	38.57
114	5'58' 58' 50" E	33.24
115	5'73" 37' 15" E	39.19



RESEARCH

INNOVATION PARK
PLAT NO. 1491

JOB NO.
4524001

PROJECT MGR.
BILL HAWKINS



SAI
STRAND
ASSOCIATES

SHEET
3 of 3

**Written Commitment
Novaparque Innovation and Technology Campus**

This written commitment made in accordance with the provisions of Indiana Code 36-7-4—615 and 1512 by and between:

Floyd County Plan Commission (known as the Plan Commission) with an address of 2524 Corydon Pike Suite 203, New Albany, IN 47150; and,

Floyd County Board of Commissioners and the Floyd County Redevelopment Commission (known as the County) with an address of 2524 Corydon Pike Suite 204, City-County Building, New Albany, IN 47150.

Whereas, the County has made application for a re-zoning and subdivision for the use of the property described in Exhibit A for usage as the Novaparque Innovation and Technology campus;

Whereas, the Floyd County Plan Commission is scheduled to conduct a public hearing and render a decision on the application as stated,

Whereas, the written zoning commitment are made by the County and tendered to the Floyd County Plan Commission in recordable form, in fulfillment and consideration of the representations, approvals, and actions referenced hereinabove.

NOW, THEREFORE, the County expressly agrees and commit to all of the following:

1. The County will commit that the following uses allowed in the Office-Business Zoning District will not be allowed on the Novaparque Innovation campus described in Exhibit A.
2. The terms and conditions of this zoning commitment shall run with the property described in Exhibit A and be binding on, and enforceable against the Landowner, or its successors or assigns.
3. The terms and conditions of this zoning commitment may only be modified or amended by subsequent action of the Floyd County Plan Commission in the manner prescribed by law, following notice and public hearing pursuant to the provisions of Indiana Code 5-3-1-2.
4. Subsequent to its recording as provided hereinabove, the terms and conditions of this Zoning Commitment may be enforced in any Indiana court of competent jurisdiction within Floyd County.

IN WITNESS WHEREOF, this Zoning Commitment is voluntarily made, undertaken, and tendered to the Floyd County Plan Commission for its acceptance in consideration of

the approvals and actions referenced hereinabove, this 26 day of July, 2019.

Floyd County Board of Commissioners

BY: [Signature]
Bob Woosley, President Floyd County Redevelopment Commission

BY: [Signature]
Billy Stewart, President Floyd County Board of Commissioners

State of Indiana
County of Floyd

Before me, a Notary Public in and for the State and County aforesaid, personally appeared the aboves signatories, and acknowledged the execution of the foregoing commitments for and on behalf of Floyd County Board of Commissioners.

Witness my hand and Notarial Seal this 26 day of July, 2019.



[Signature], Notary Public
County of Residence: Floyd

Commission Expires: Sept. 1, 2022

Exhibit B- Novaparke Innovation and Technology Campus Prohibited Uses

- Uses listed in Floyd County Zoning Ordinance under Commercial Auto Sales and Service
- Uses listed in Floyd County Zoning Ordinance under Commercial Recreational Uses
- Uses listed in Floyd County Zoning Ordinance under Agriculture Uses
- Uses listed in Floyd County Zoning Ordinance under Residential Uses
- Use listed as Mini- Warehouses
- Use listed as Specialty Trade
- Use listed as Trade Shop
- Use listed as Warehousing and Storage

**RATIFICATION AND CORRECTION OF
THE PLAT OF INNOVATION PARK
PLAT 1491**

STATE OF INDIANA)
)
COUNTY OF FLOYD)

THE UNDERSIGNED, Robert Woosley, as President of the County of Floyd Department of Redevelopment (a/k/a Floyd County Redevelopment Commission), after being duly sworn upon his oath, states:

1. On October 15, 2020, Floyd County Department of Redevelopment executed and recorded in the office of the Recorder, the original plat of Innovation Park, Plat 1491, ("Plat") after the same was approved by the Floyd County Plan Commission and the Floyd County Commissioners.

2. After the recording of said Plat, it was discovered the Plat inadvertently did not reflect a reference to the protective covenants and restrictions.

3. The Novaparke Innovation & Technology Campus Declaration of Covenants, Conditions and Restrictions was recorded on November 28, 2020, as Instrument number 202020711 in the office of the Floyd County Recorder ("Restrictions").

4. Such Restrictions for Plat 1491 are simultaneously being re-recorded to specifically refer to the recorded Plat and have been re-recorded as Instrument # 202102129.

5. This Ratification is being recorded to include a reference to the inadvertently omitted restrictions, which such Restrictions now recorded as Instrument number 202102129.

6. In all other respects the Plat, as originally recorded as set out above, remains the same and is hereby ratified in all other respects.

Dated this 8th day of February, 2021.

FLOYD COUNTY REDEVELOPMENT

BY *Robert Woosley*
ROBERT WOOSLEY, PRESIDENT

Robert Woosley
Printed Name and Title

**RATIFICATION AND CORRECTION OF
THE PLAT OF INNOVATION PARK
PLAT 1491**

STATE OF INDIANA)
)
COUNTY OF FLOYD)

THE UNDERSIGNED, Robert Woosley, as President of the County of Floyd Department of Redevelopment (a/k/a Floyd County Redevelopment Commission), after being duly sworn upon his oath, states:

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6. In all other respects the Plat, as originally recorded as set out above, remains the same and is hereby ratified in all other respects.

Dated this 8th day of February, 2021.

FLOYD COUNTY REDEVELOPMENT

BY *Robert Woosley*
ROBERT WOOSLEY, PRESIDENT

Robert Woosley
Printed Name and Title

Attest Jeff McCaffrey
Jeff McCaffrey Secretary

STATE OF INDIANA)
) SS:
COUNTY OF Floyd)

BEFORE me, a Notary Public, in and for said County and State, personally appeared County of Floyd Department of Redevelopment by its President, Robert Woolsey, and acknowledged the execution of the foregoing as its free and voluntary act and deed for the use and purposes mentioned herein.

Witness my hand and seal, this 5 day of February, 2021.

My Commission Expires Justin E. Endres
Floyd County
My Commission Expires
June 11, 2025
Commission Number 606919
Notary Public - Seal
Resident of Floyd Co., IN

Justin E. Endres
NOTARY PUBLIC

Justin E. Endres
PRINTED SIGNATURE

STATE OF INDIANA)
) SS:
COUNTY OF Floyd)

BEFORE me, a Notary Public, in and for said County and State, personally appeared County of Floyd Department of Redevelopment by its Secretary, Jeff McCaffrey, and acknowledged the execution of the foregoing as its free and voluntary act and deed for the use and purposes mentioned herein.

Witness my hand and seal, this 8 day of February, 2021.

My Commission Expires Justin E. Endres
Floyd County
My Commission Expires
June 11, 2025
Commission Number 606919
Notary Public - Seal
Resident of Floyd Co., IN

Justin E. Endres
NOTARY PUBLIC

Justin E. Endres
PRINTED SIGNATURE

THIS INSTRUMENT PREPARED BY:
YOUNG, LIND, ENDRES & KRAFT
JUSTIN E. ENDRES, ATTORNEY

CERTIFICATE OF PROOF

WITNESS to the signature on the foregoing instrument to which this Proof is attached:

[Signature]

Witness Signature

Shirley Steele

Witness Printed Name

PROOF:

STATE OF INDIANA)
) SS:
COUNTY OF Floyd)

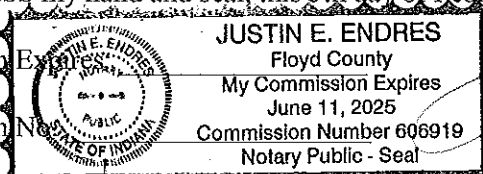
Before me, a Notary Public, in and for said County and State, on the 5th day of February, 2021, personally appeared the above named WITNESS to the foregoing instrument, who, being duly sworn, did depose and say that he/she knows Robert Woosley to be the individual described in and who executed the foregoing instrument; that said WITNESS was present and saw said Robert Woosley execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

WITNESS my hand and seal, this 5th day of February, 2021.

My Commission Expires

My Commission Not

Resident of



Notary Public

Printed Name

THIS INSTRUMENT PREPARED BY:
YOUNG, LIND, ENDRES & KRAFT
JUSTIN E. ENDRES ATTORNEY
126 W. SPRING STREET
NEW ALBANY, INDIANA 47150

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.
By: Justin E. Endres

CERTIFICATE OF PROOF

WITNESS to the signature on the foregoing instrument to which this Proof is attached:

Witness Signature

Witness Printed Name

PROOF:

STATE OF INDIANA)
) SS:
COUNTY OF Floyd)

Before me, a Notary Public, in and for said County and State, on the 5th day of February, 2021, personally appeared the above named WITNESS to the foregoing instrument, who, being duly sworn, did depose and say that he/she knows Jeff McCaffrey to be the individual described in and who executed the foregoing instrument; that said WITNESS was present and saw said Jeff McCaffrey execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

WITNESS my hand and seal, this 5th day of February, 2021.

My Commission Expires	JUSTIN E. ENDRES Floyd County My Commission Expires June 11, 2025 Commission Number 608919	Notary Public
My Commission No.	Notary Public - Seal	Printed Name
Resident of	County	

THIS INSTRUMENT PREPARED BY:
YOUNG, LIND, ENDRES & KRAFT
JUSTIN E. ENDRES ATTORNEY
126 W. SPRING STREET
NEW ALBANY, INDIANA 47150

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.

By: John P. Jones

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.

BY: Justin E Endres