

RESTRICTIVE COVENANTS

JACKSON COUNTY REGIONAL INDUSTRIAL PARK

ANNVILLE, KY

THIS DECLARATION, made this 7<sup>th</sup> day of May, 2024, by the JACKSON COUNTY/MCKEE INDUSTRIAL DEVELOPMENT AUTHORITY (hereinafter referred to as "Declarant"):

ARTICLE I

RECITALS

1.01 Declarant is the administrator of certain real property in the County of Jackson, Commonwealth of Kentucky, described in Exhibit "A" which is attached hereto and by reference made a part hereof (hereinafter the "Property").

1.02 In order to establish a general plan for the improvement and development of the Property, Declarant desires to subject the Property to certain conditions, covenants, and restrictions and all of the Property shall be held, improved and conveyed subject thereto.

ARTICLE II

GENERAL PROVISIONS

2.01 Establishment of Covenants

Declarant hereby declares that the Property shall hereinafter be held, transferred, sold, leased or conveyed to an industrial, commercial or other entity (hereinafter called Grantee), and occupied by same subject to the covenants herein set forth, each of which is

for and shall inure to the benefit of and pass with each parcel of the Property and shall apply to and bind the heirs, assignees and successors in interest of any owner thereof.

## 2.02 Purpose of Covenants

The purpose of these covenants is to ensure proper development and use of the Property, and to provide adequately for a high type and quality of improvement of the Property in accordance with a general plan.

The general purpose of this Declaration is to ensure that the Jackson County Regional Industrial Park will be developed, improved and used in such a manner that:

(a) Attractive and permanent improvements appropriately located within the land herein described will provide a harmonious and appealing appearance and function.

(b) Well defined land areas within the subdivision will be established and maintained to the following ends:

1. Land uses and functions within a given land area, and tenants, will be compatible and complementary.

2. Future owners and occupants of land within the subdivision will be protected against such use of neighboring land within the subdivision as might unreasonably depreciate or detract from the value and use of their land.

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

## 2.03 Definitions

(a) Site "Site" shall mean all contiguous land under one ownership.

(b) Improvements "Improvements" shall mean and include, but not be limited to, buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, loading areas and facilities, signs, utilities, lawns, hedges, mass plantings,

landscaping, water lines, sewers, electrical and gas distribution facilities, and all structures of any type or kind.

(c) Declarant "Declarant" shall mean the Jackson County/McKee Industrial Development Authority, its successors, and assigns.

(d) Grantee "Grantee" shall mean any industrial, commercial, or office company or entity who secures an interest in the Jackson County Regional Industrial Park through purchasing, leasing or some other conveyed interest including occupancy of an industrial park lot.

(e) Jackson County Regional Industrial Park "Jackson County Regional Industrial Park" shall mean certain real property in Jackson County, the Commonwealth of Kentucky, described in Exhibit "A" attached hereto and by reference made a part hereof.

(f) Industrial Park Lot - "Industrial Park Lot" shall mean one of the parcels of land designated as a lot on the Master Plan Map of the Jackson County Regional Industrial Park.

### ARTICLE III

#### REGULATIONS OF USES AND OPERATIONS

##### 3.01 Permitted Operations and Uses

The Property shall be used for the following purposes and no others:

(a) Primary Uses:

1. Industrial and manufacturing uses.
2. Commercial uses compatible with industrial and manufacturing uses.
3. General office uses.
4. Warehouse uses compatible with other permitted uses.

(b) Other Permitted Uses - In addition to those primary uses permitted the Property may be used for any other reasonable compatible uses approved by the Declarant.

(c) Permitted Accessory Uses:

1. Signs;
2. off street parking spaces and lots;
3. outdoor lighting;
4. off street loading spaces and facilities;
5. storage lots and areas;
6. auxiliary buildings and storage buildings;
7. landscaping; and
8. storage buildings auxiliary to the permitted use.

### 3.02 Prohibited Uses.

No operations or uses shall be permitted or maintained which causes or produces any of the following effects discernible outside the industrial park or affecting any adjacent industrial lot:

(a) Noise or sound that is objectionable to the Declarant because of its volume, duration, intermittence, beat, frequency or shrillness;

(b) smoke;

(c) noxious, toxic, or corrosive fumes or gases;

(d) obnoxious odors;

(e) dust, dirt or fly ash; and

(f) unusual fire or explosive hazards as determined by the Pond Creek or Jackson County Fire Departments.

3.03 Subdivision

The Industrial Park lot or lots or parts thereof shall not be subdivided by the Grantee without prior written consent of Declarant, and without Jackson County/McKee Industrial Development Authority permission.

3.04 The owner, lessee, or occupant of any lot shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, fire and police requirements and regulations, and shall remove at his or its own expense any rubbish of any character whatsoever which may accumulate on said lot, and in the event said owner fails to comply with any or all of the aforesaid specifications and/or requirements, then, and only then, the Declarant shall have the right, privilege and license to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such standards, all at such owner's sole cost and expense.

ARTICLE IV

REGULATION OF IMPROVEMENTS

4.01 Minimum Setback Lines and Standards

(a) General - No part of any structure of any kind shall be placed or erected on any lot closer to a property line than herein provided. The following structures and improvements are specifically excluded from these setback provisions:

1. Roof overhang subject to the specific approval of Declarant in writing.
2. Steps and walks.
3. Paving and associated curbing, except that vehicle parking areas shall not be permitted within twenty-five (25) feet of the street right-of-way line.
4. Landscaping.
5. Planters, not to exceed three (3) feet in height.

(b) Setback from Property Lines - The setback line is established as fifty (50) feet from property lines.

#### 4.02 Completion of Construction

After commencement of construction of any improvements, the owner shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Said time period shall not exceed twelve (12) calendar months without written approval by Declarant. The owner of any site or lot on which improvements are being constructed shall at all times keep public and private streets contiguous to said site or lot free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements.

#### 4.03 Excavation

No excavation shall be made except in connection with construction of an improvement, and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded and an adequate cover shall be established to control erosion.

#### 4.04 Landscaping

(a) Every site on which a building shall have been placed shall be landscaped according to plans approved as specified herein and maintained thereafter in a sightly and well-kept condition.

(b) The property owner, lessee or occupant of any site shall landscape and maintain all areas between the property lines and the building. The area between paved streets and the setback lines shall be used exclusively for landscaping except for walks and driveways bisecting the required landscape area, and as stated in paragraph 4.06 (b) 2.

(c) Landscaping as approved by Declarant shall be installed within six (6) months of occupancy or completion of the building, whichever occurs first.

(d) The owner, lessee or occupant of any site or lot shall at all times keep the landscaping in good order and condition. Should the owner, lessee or occupant of any site or lot fail to remedy any deficiency in the maintenance of the landscaping within thirty (30) days after proper notification, Declarant hereby expressly reserves the right, privilege and license to make any and all corrections or improvements in landscape, maintenance at the expense of the site owner, lessee, or occupant, as the case may be.

#### 4.05 Signs

Plans and specifications for the construction, installation or alteration of all outdoor signs including traffic or directional signs shall be first submitted to and have the written approval of Declarant.

#### 4.06 Parking Areas

(a) General adequate offstreet parking shall be provided to accommodate all parking needs for employees, visitor and company vehicles on the site. The intent of the provision is to eliminate the need for any onstreet parking. If parking requirements increase as a result of a change in use or number of employees, additional offstreet parking shall be provided by the Grantee.

(b) Parking shall not be permitted:

1. Between street pavement and property lines.
2. Within twenty-five (25) feet of the street right-of-way line.

(c) All driveways and parking areas shall be paved within twelve (12) months of occupancy.

#### 4.07 Storage and Loading Areas

(a) No onstreet loading areas shall be permitted.

(b) Unless specifically approved by Declarant in writing, no materials, supplies or equipment, including but not limited to trash and garbage receptacles, shall be stored in

any area on a site except inside a closed building, or behind a visual barrier screening such areas from the view of adjoining properties and/or a street.

#### 4.08 Building Regulations

Any building erected on a site shall conform to the following construction practices:

(a) Exterior walls must be finished on the exterior with architectural masonry units or natural stone, precast concrete, fabricated metal, aluminum or glass materials, wood or wood by-product material, their equivalent or better.

(b) Exterior walls shall be painted or suitably treated in a manner acceptable to Declarant.

#### 4.09 Specifics

Without limiting the generality of any of the foregoing, the following use restrictions shall be maintained and enforced with respect to the Property:

(a) Temporary Improvements - No temporary buildings or other improvements of a temporary nature, including trailers, basements or incomplete buildings, tents and shacks shall be permitted on the Property, except those improvements used solely in connection with the construction or sales of permanent approved improvements may be permitted provided they are located as inconspicuously as possible and are removed immediately after completion of each construction.

(b) Utility Service The location and treatment of lines, wires and other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be approved prior to installation by the Declarant. It is the intent that said utilities shall be located so that they are as inconspicuous as possible, and screenings and landscaping shall be used in those cases where said utilities appear to be unsightly. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

(c) Service Screening, Storage Areas Garbage and refuse containers shall be concealed and contained within buildings or shall be concealed by means of a screening

wall of material similar to and compatible with that of the building. These elements shall be integral with the concept of the building plan, be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. Unless specifically approved by the Declarant in writing, no materials, supplies or equipment shall be stored on the Property except inside a closed building, or behind a visual barrier screening such areas so that they are not visible from neighboring streets or property.

(d) Repair of Buildings No buildings or other improvement shall be permitted to fall into disrepair and each improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Declarant. Grantee hereby grants to Declarant the right to make any necessary alterations, repairs or maintenance approved by the Declarant to carry out the intent of this provision and Grantee further agrees to reimburse Declarant for any expenses actually incurred in carrying out the foregoing.

## ARTICLE V

### APPROVAL OF SITE DEVELOPMENT PLANS

5.01 Before commencing the construction or alteration of all buildings, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures of permanent improvements on or to any lot, the owner, lessee, or occupant of any lot shall first submit site development plans and specifications and landscape plans to the Declarant for its written approval, as hereinafter provided.

5.02 No improvement shall be erected, placed, altered, maintained, or permitted on any lot until plans and specifications showing plot layout and all exterior elevations, with material therefore, and structural design, signs and landscaping shall have been submitted to and approved in writing by the Declarant.

Such plans and specifications shall be submitted in duplicate and in writing over the signature of the owner or lessee of the lot or his authorized agent and shall be accompanied

by the request of such owner, lessee or agent specifying for which part of such plans and specifications approval is sought.

5.03 Approval shall be based, among other things, on adequacy of site dimensions, storm drainage consideration, conformity and harmony of external design with neighboring structures, improvements, operations and uses; relation of topography, grade and finished ground elevation of the site being improved to that of neighboring sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these covenants. The Declarant shall properly review plans and specifications and shall approve or disapprove such plans and specifications within a reasonable time.

5.04 Neither Declarant nor its successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any owner or lessee or land affected by this Declaration, by reason of mistake in judgement, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to Declarant for approval agrees, by submission of such plans, and every owner or lessee of any of said property agrees, by acquiring title thereto or interest therein, that he will not bring any action, proceedings, or suit against Declarant to recover any such damages. In case of conflict between plan review and the covenants herein contained, these covenants shall govern the rights and obligations of the parties.

## ARTICLE VI

### ENFORCEMENT

6.01 All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every lot; shall create mutual, equitable servitudes upon each lot in favor of every other lot; shall create reciprocal rights and obligations between the respective owners of all lots and privity of contract and estate between all grantees of said lots, their heirs, successors and assigns and shall as to

the owner of each lot, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other lots.

6.02 Inspection

Declarant may from time to time at any reasonable hour or hours, enter and inspect any property subject to these restrictions to ascertain compliance therewith.

6.03 Failure to Enforce Not a Waiver of Rights

The failure of Declarant or any owner to enforce any covenant herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restrictions.

ARTICLE VII

TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS OF  
DECLARANT'S RIGHTS AND DUTIES

7.01 Term

This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect until further notice.

7.02 Termination and Modification

This Declaration, or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any portion thereof, with the written consent of the owners of seventy-five (75) percent of the Property subject to these restrictions, based on the number of square feet owned as compared to the total number of square feet subject to these restrictions, provided, however, that so long as Declarant owns at least ten (10) percent of the Industrial Park, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant thereto. No such termination, extension, modification, or

amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the Office of the County Clerk of Jackson County.

7.03 Assignments of Declarant's Rights and Duties

Any and all rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to be the extent of such assignment, have the same rights and powers and be subject to same obligations and duties as are given and assumed by Declarant herein. If at any time Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed in the same manner as these restrictions may be terminated, extended, modified, or amended under Section 7.02 of this Article VII.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.01 Constructive Notice and Acceptance

Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of said property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said property and is accountable.

8.02 Paragraph Headings

Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any define, limit or describe the scope and intent of the particular paragraphs to which they refer.

### 8.03 Effect of Invalidation

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

### 8.04 Addition of Territory

Declarant may at any time, or from time to time, during the term of these covenants add to the Property which is covered by this Declaration, and upon the recording of a notice of addition to territory containing the provisions set forth in Section 8.05 of this Article VIII, the covenants contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration, and thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the owners, lessees and occupants of lots or sites within the added land shall be the same as in the case of the original land.

8.05 The notice of addition to territory referred to in Section 8.04 of this Article VIII shall contain the following provisions:

- (a) A reference to this Declaration, which reference shall state the date of recording hereof and the book or books of the records of Jackson County, Kentucky, and page numbers, where this Declaration is recorded.
- (b) A statement that the provisions of this Declaration shall apply to the added territory in the matter set forth in Section 8.04 of this Article VIII.
- (c) An exact description of the added territory.
- (d) Construction is to be commenced within two (2) years of purchase.

ARTICLE IX

RIGHTS OF REPURCHASE

9.01 Declarant hereby retains the option to refund the purchase price to, and regain title from, Grantee if Grantee does not commence construction of buildings as approved by the Declarant within two (2) years from the date of the closing.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first hereinabove written.

JACKSON COUNTY/MCKEE INDUSTRIAL DEVELOPMENT AUTHORITY

Date \_\_\_\_\_ By \_\_\_\_\_, Chairman

Date \_\_\_\_\_ By \_\_\_\_\_, Vice-Chairman

Exhibit A

