

2002R-001728
WARICK COUNTY RECORDER
RECORDED ON

01-30-2002 2:19 PM

BETTY NIEMEYER
RECORDER OF DEEDS

REC FEE: 35.00

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PAGES: 13

INTERSTATE OFFICE PARK

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR THE

Crown Mark Properties, LLC and Cloverleaf Properties, LLC are the Owners of all lots in the Interstate Office Park, a subdivision lying near the City of Evansville, as per plat thereof, recorded as Document 2000R-004425 (as described in Attachment "A") in the office of the Recorder of Warick County, Indiana, and does hereby adopt and make applicable to said subdivision the following conditions, covenants, restrictions and reservations which shall run with the title to said subdivision, to-wit:

Intent:

The purpose of these Covenants, Conditions, Restrictions & Reservations is to establish the quality standards for Interstate Office Park, hereinafter referred to as "IOP", a class "A" office development located at the southwest quadrant of I-164 and Outer Lincoln in Warick County, Indiana. The recorded Covenants shall prevail in any conflict.

1. Definitions

A. Subdivision - Interstate Office Park (hereinafter IOP)

B. Front Area - Front area shall include the following:

- i. The portion of any and all lots fronting Rosebud Lane. Lot Twenty-Nine (29) has front area on both Outer Lincoln and Rosebud Lane. The front area is defined as the area outlined by the lot dimension running from property corner to property corner in a parallel fashion to Rosebud Lane up to a parallel line running from side property line to side property line at the point of the structure is closest to Rosebud Lane.
- ii. The portion of any and all lots (lots 2 thru 14) also fronting the state right-of-way line running parallel with Interstate 164. Lots 2 thru 14 in essence contain two (2) front areas defined as the front area described in Definitions, Section B, item i, and the area defined as the area outlined by the lot dimension running from property corner to property corner in a parallel fashion to the right-of-way line of Interstate 164 up to a parallel line running from side property line to side property line at the point the structure is closest to the right-of-way line of Interstate 164.

C. Side and Rear Area - That portion of any lot not used for the principal structure nor designated as Front Area.

D. Subdivider/Developer - The Subdivider shall be Crown Mark Properties, LLC, Robert G. Woodward, SR, Manager, Evan L. Beck, Member, or their designated representative.

2. Land Use

Lots in this subdivision shall be developed in compliance first in accordance with these Conditions, Covenants, Restrictions and Reservations and secondly the guidelines set forth under the "zoning use restrictions" of Warrick County, Indiana Code of Ordinances.

A. All Lots, except lot 29, in IOP shall be limited to the uses of OFFICES; Professional, Business or Medical. The Subdivider may also elect to define "Office" for the purpose of this document as a facility used to conduct professional, medical and financial business and may allow some light retail sales and/or walk in sales directly related to the business operation of the occupant.

B. Structures erected within this subdivision must be 100% owner occupied for the first five (5) years after initial occupancy. Owner occupied for the purposes of the covenants is defined as occupied by the holder of the real estate title or any subsidiary of the real estate titleholder.

C. Lot Twenty-Nine (29) of subdivision may be used and is planned for a multi-service commercial plaza offering services conducive to a professional office park.

3. Review Process

A. Signed plan approval by Building Committee is required prior to the undertaking of any site improvements, construction or installation, including but not limited to clearing, grading, paving, signs, structures, landscaping, building additions or alterations.

B. Submit plans to the Building Committee including all of the follow items to simplify and expedite the process:

- I. Site Plan
 - i. Site Location
 - ii. Site Survey
 - iii. Setbacks
 - iv. Building location and orientation
 - v. Building dimensions and height
 - vi. Site lighting plan
 - vii. Drainage
 - viii. Parking and traffic controls
 - ix. Ingress and Egress

- A. Until the Subdivider establishes a Building Committee the Subdivider shall be the approval of the Building Committee.
- B. The powers and duties of said Building Committee shall cease on and after fifty (50) years from the date of recording of these covenants and restrictions, unless, thereafter, the approval described in this covenant shall not be required, unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of the majority of the lots in this subdivision, and duly

The Subdivider shall have the right to establish a Building Committee for the purposes of the ensurance of the restrictions, reservations, conditions and protective covenants set forth herein. The Subdivider shall notify by registered mail all owners of the lots and land within said subdivision prior to the establishment and formation of a Building Committee. The Building Committee shall consist of the Subdivider and two other individuals designated by said Subdivider. For so long as the Subdivider owns any real estate in the Interstate Office Park, the other two members shall serve at the pleasure of said Subdivider; provided, however, said Subdivider may at any time in writing relinquish his right to serve on the building committee and to designate the other members of said Building Committee. In the event of such relinquishment by said Subdivider or upon his death or at such time as said Subdivider no longer owns any properties in the Interstate Office Park, thereafter the remaining members of said committee shall have the right to designate new members to fill the vacancy or vacancies resulting from death or relinquishment of any member.

4. Building Committee

- D. The final plans and specifications will be submitted 30 days prior to submission for local approvals and permits required by Warrick County. If the Building Committee does not approve, in writing, the final plans and specifications within the 30-day time period, the plans are to be deemed disapproved.
- E. All plans must be approved by the Warrick County Area Plan Commission and any other appropriate agency having jurisdiction.

- II. Building Design
 - i. Floor Plans
 - ii. Elevations
 - iii. Building Materials.
- III. Landscaping
 - i. Quality
 - ii. Location
 - iii. Height
- IV. Signage

recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

5. Lot Subdividing

The Subdivider shall, prior to conveyance of title, have the right to change, alter, or adjust the dimensions of any lot contained within said subdivision, in compliance with the subdivision code of Warrick County, Indiana Code of Ordinances. No lot shall be further subdivided by any other owner without approval of the Building Committee.

6. Construction of Buildings

The construction of any building shall be completed within one (1) year after the date of commencement of such construction; provided, however, the Building Committee may extend the time period.

A. The minimum first floor area for any building erected, placed or permitted to remain on any lots within said subdivision shall be three thousand (3,000) square feet.

B. No building shall be erected, altered, placed, or permitted to remain on any lot in this subdivision closer than ten (10) feet from the right-of-way line of Rosebud Lane.

C. No buildings or structures shall be moved from other locations onto the subdivision. No structures of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot of the subdivision at any time, temporarily or permanently, except during the period of any construction of improvements upon any building site in this subdivision in those instances when such temporary structures may be necessary to complete such construction.

D. Each lot owner shall be responsible to see that their builder, contractor, or subcontractors confines all building materials, equipment, and excavated soil within the boundaries of the lot and exercises properly erosion control methods during construction of the building in compliance with guidelines as specified in the Indiana Handbook for Erosion Control in Developing Areas. Said contractor and owner shall be responsible for clean up of and run off of lot, owner of lot shall finish grade, seed, and mulch lot as soon after construction as possible. The lot owner shall be liable for any damages and or expense resulting from the failure to comply with the terms and provisions of this paragraph.

E. Upon completion of construction of the building, all permitted structures, parking lots and yard areas shall be maintained in good condition, good state of repair, free of weeds and aesthetically pleasing.

7. Set Backs and Green Areas

Lots shall have the following minimum set back restrictions:

Front Area	20 Feet from right-of-way line
Side Area	10 Feet
Rear Area	10 Feet

Lots shall have the following minimum green areas:

Front Area	10 Feet
Side Area	5 Feet
Rear Area	5 Feet

8. Parking Areas Paved

All parking lots and drive ways shall be constructed of concrete or asphalt and shall be developed in compliance with the conditions set forth in the Warrick County, Indiana Code of Ordinances.

A. Concrete parking lots shall be constructed of a minimum depth of Four (4) inches and shall have a perimeter concrete rolled or standing curb.

B. Asphalt parking lots shall be constructed a minimum of three (3) inches of asphalt in two layers on a minimum of six (6) inches of compacted #53 stone and shall have a perimeter concrete rolled or standing curb.

C. All parking lots shall be lighted with a minimum of one light standard. All lighting plans shall be submitted to and approved by the Building Committee.

9. Utilities

All utilities shall be installed underground on any lot within this subdivision or along any dedicated roadway right-of-way or easement within this subdivision.

10. Easements

The strips of real estate of the width shown on the recorded plat of the subdivision and marked "P.U.E." or "D. & U.G.P.U.E." are hereby reserved for the use of any and all public utilities and for the installation of water, sewer, gas mains, electric facilities

and surface water drainage, subject at all times to the proper authorities. No structures or other improvements, planting or other materials shall be erected or permitted to remain within said easements, which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot shall be maintained continuously by the owner of said lot so as not to change the intended direction of flow of surface water within said easement as said direction of flow is set forth in a site plan for said subdivision filed with the Area Plan Commission of Warlick County.

11. Waste Disposal

All lots shall be free of garbage, sewage, ashes, rubbish, bottles, cans, waste matter and other refuse. Trash, garbage or other waste or debris accumulated by the owner of any lot shall be kept in sanitary containers at the rear or side of the building or out of sight, and shall be disposed in a timely manner. All exterior containers or incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, in such a manner as to avoid an unsightly appearance with in the subdivision and must be in a 6' high enclosed area made of brick, painted split faced block, dryvit or wood with functioning gates and must completely hide said containers.

12. Storage of Products

No outside storage of any items, equipment or materials allowed in IOP Subdivision unless approved by granted variance from the Building Committee.

13. Noxious Activity

Owners, lessees, tenants or users of the subdivision shall not permit noxious or offensive activities to be carried on, nor shall anything be done in the subdivision, which may be or become an annoyance or nuisance by reason of noxious, offensive, unhealthy and harmful odors, fumes, dust, smoke, waste, noise or vibration, nor shall they permit EPA violations.

14. Fences

No fence or wall shall be permitted within the front area. Hedges and other landscaping shall be permitted in the front area, provided such do not exceed ten (10) feet in height. Except for the front area, there shall be no limitation on the height of any hedge, fence or wall.

15. Signs

- A. On Premise Signs advertising the business or services conducted on the building site may be located on the building site where the business is located and must be erected of a permanent material with no exposed wood or paper. The building committee must approve all signs. Signs may be both of the following:
- (1) Installed and mounted in a flat manner to the primary structure or primary building and on the front or side of said structure or building, or freestanding. No sign shall be mounted or located upon the roof of any structure or building.
- B. Off Premise Sign rights are retained by the Subdivider or his designee and no Off Premise Signs shall be constructed or permitted by any person or entity other than the Subdivider et al or its assignee.

16. Lighting (in addition to parking lot and parking area lighting)

Exterior Lighting may be placed in accordance with Warlick County regulations but may not be placed on wooded poles. All exterior lighting plans and details must receive prior approval from Subdivider.

17. Acceptance of Deed

Acceptance of a deed of conveyance to any lot in this subdivision by any person shall be construed to be acceptance and an affirmation by such person of each and all of the covenants, conditions, reservations and restrictions herein set forth, whether or not the same be set out or specified in such conveyance.

18. Enforcement of Covenants and Restrictions

Each and all of the covenants, restrictions, conditions, and reservations contained herein shall insure the total benefit of all owners of lots in this subdivision jointly and severally, and may be enforced by them, or by any of them, and/or the Building Committee herein established, in any court of competent jurisdiction by injunction or other appropriated remedy. The owner of any lot in this subdivision and/or said Building Committee will have the right to enforce said covenants, conditions, restrictions, and reservations without proof of pecuniary damage to his property in this subdivision, or otherwise. If the Building Committee finds it necessary to enforce any of the Conditions, Covenants, Restrictions and Reservations, and is successful in said enforcement, the Building Committee shall be reimbursed reasonable attorney fees and expenses by the lot owner adjudged to have violated said restrictions.

- Each and all of the covenants, reservations, conditions and restrictions herein contained shall be deemed covenants running with the title to the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of the recording of this indenture, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument executed by a majority of the then owners of the lots in this subdivision has been recorded agreeing to change, modify or eliminate said covenants and restrictions in whole or in part.
- A. Neither the Owners, Subdivider, Building Committee nor any member, employee or agent thereof shall be liable to the owner or tenant or to anyone submitting plans for approval or to any other party by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or failure to approve any such plans or for any other action or lack of action connected with its duties or their duties hereunder.
- B. The construction of any structure on any lot or placement of any sign upon any structure or lot shall be prohibited until complete plans and specification showing the nature, kind, shape, size, and color scheme and location have been submitted and approved in writing by the Building Committee. In reviewing plans and specifications the Building Committee shall among other things determine if plans meets requirements, covenants and restrictions and shall in additions approve parking lots, trash containment areas, loading facilities and landscaping.

20. Binding Effect

Invalidation of any foregoing covenant, condition or restriction by judgment or order of a court shall in no way affect any of the other covenants, conditions, or restrictions, all of which shall remain in full force an effect.

19. Invalidation of a Restriction or Covenant

Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance and every public or private remedy allowed therefore by law or equity against an Owner, tenant or occupant, including injunctive relief, shall be available to Declarant.

The failure of the Declarant to enforce any of these covenants 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, nor shall the Declarant incur any liability to anyone whosoever for any failure from time to time to enforce the covenants.

- C. In the event the Building Committee fails to approve plans within sixty (60) days of receipt by the Building Committee the approval of the Committee shall not be required. Lack of approval by the Building Committee shall not waive any changes and/or approvals required by the Building Committee.
- D. All items submitted to the Building Committee shall be submitted at Woodward Commercial Realty, Inc., 7321 Eagle Crest Boulevard, Evansville, Indiana 47715. All submissions to the Building Committee must be in written form and must contain the name and address the Building Committee is to reply to.
21. Amendments
- The Building Committee reserves the right to amend, modify and supplement any of the conditions, covenants, restrictions and reservations set forth herein insofar as such shall affect any real estate the Subdivider has not yet conveyed.
22. Common Areas
- The Subdivider may at any time prior to conveyance designate portions of the land he or she owns as a Common Area. The Subdivider shall be responsible for the maintenance, repair and/or replacement of any common area(s) in the subdivision including, but not limited to, the entrance landscaping and sign, until ten (10) lots have been sold or developed. Commencing with the sale or development by Subdivider of the tenth (10th) lot, the expense of the above said common area(s) shall be shared equally between the owners of all sold or developed lots based on a formula provided by the Building Committee. The expenses will be shared on a pro rata basis between lot owners and Subdivider on a per acre basis based on actual land ownership quantities.
- Said Expense shall be billed to owners during the month of December of each year. Unless paid within thirty (30) days of billing, said expense will become a lien against the property owner. The Building Committee shall have total authority over all common areas and shall be the sole authority to make decisions concerning the common area(s).
- Sold lots for the purpose of this paragraph shall be defined as all lots transferred by deed from the Subdivider to another party. Nothing contained herein shall be construed as to prohibit either owners within the subdivision, or owners of real estate within one (1) square mile of the subdivision, from enforcing the provisions of this paragraph 21 through injunction or other legal proceeding as contemplated by paragraph 17 hereof.

23. Variances

The Building Committee shall have the right to authorize a variance from one or more of these Conditions, Covenants, Restrictions and Reservations for lots within this development. A request for a Variance shall be sent in writing to the Building Committee and the Building Committee shall respond in writing authorizing or denying the request.

24. Construction Maintenance

Each lot owner shall be responsible to see that its builder, contractor, or subcontractors confines all building materials, equipment and excavated soils within the boundaries of the lot and exercises property erosion control methods during construction of the building. Said contractor, subcontractor or owner shall be responsible for cleanup of and runoff of lot; contractor or owner of lot shall finish grade, seed and mulch lot as soon after construction as possible. Straw bale dams or erosion controls fencing shall be used for runoff control during construction. All streets shall be kept free of transported solids and debris during construction. The lot owner shall be liable for and damages resulting from the failure to comply with the terms and provisions of this paragraph.

25. Regular Maintenance of structures

Upon completion of construction of each building or building addition, all permitted structures, parking lots and yard areas shall be maintained in a good condition and state of repair.

26. Lot Subdividing

Subdivider shall, prior to conveyance of title, have the right to change, alter or adjust the dimensions of any lot contained within IOP, in compliance with the subdivision code of Warrick County.

27. Repurchase Procedures

The Developer shall have the option to repurchase any lot if the construction of a building has not commenced thereon within a period of twenty-four (24) calendar months from the date of its purchase from the Developer. Such option may be exercised by the Developer by giving written notice of such exercise to the Owner of the subject lot or lots at any time within a period of six (6) calendar months following

the expiration of the Repurchase Option Period. If, however, the Developer fails to give timely written notice of the exercise of its option to repurchase the lot or lots, the option shall terminate, and the Developer shall be deemed to have waived its right to Repurchase.

If the Developer exercises option, the lot or lots shall be reconveyed to Developer free and clear of any and all liens and encumbrances.

The purchase price to be paid to the Owner of the lot or lots shall be the same price paid by Owner to Developer at the time of such Owner initially acquired the lot or lots. The Developer may set off against the purchase price all amounts necessary to release each lien or other encumbrance or other related costs.

28. Assessment of Common Expenses

All Owners of a lot or lots in IOP shall be obligated to pay the assessments imposed hereunder by Developer to pay the Common Expenses. Owners shall not be assessed for the costs of initial construction of the improvements to the property used in Common or repairing defects in such initial construction.

All Owners will be responsible for its pro-rata share of Common Expenses. Each Owner's pro-rata share is calculated based on the percentage ownership an Owner has of the total buildable acreage in IOP.

Common Expenses to be reimbursed by all Owners to the Developer or Building Committee within sixty (60) days of such expense was incurred.

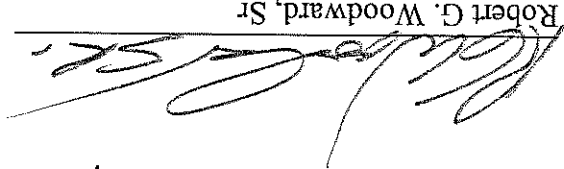
Common Expenses shall cover the following, but not limited to items within IOP:

- a) Walking paths
- b) Public use areas including and immediately surrounding park benches, park tables, etc.
- c) Common landscaping benefiting IOP
- d) Lake shoreline maintenance expense is the responsibility of the owners of lots 15 & 23 - 29 and shall be shared equally in 1/8ths. If an owner of Lake shoreline property owns two or more lots than that owner will be responsible for the number of lots owned (Example: Ownership of three (3) lots represents responsibility of 3/8ths of the expenses related to shoreline maintenance). Lake shoreline maintenance shall only be the responsibility of the owners of lots 23-29 and shall not be of any liability of the owners of lots 1-22 in IOP.

Subject to the provisions of this declaration, the Developer or Building Committee 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 Developer or Building Committee.

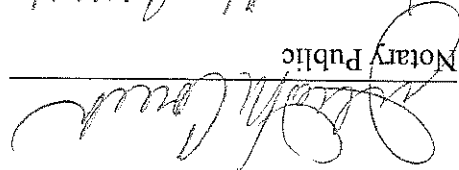
IN WITNESS WHEREOF, Robert G. Woodward, Sr. has hereunto set his hand this 29th day of January, 2002.


Robert G. Woodward, Sr.
Manager
Crown Mark Properties, LLC

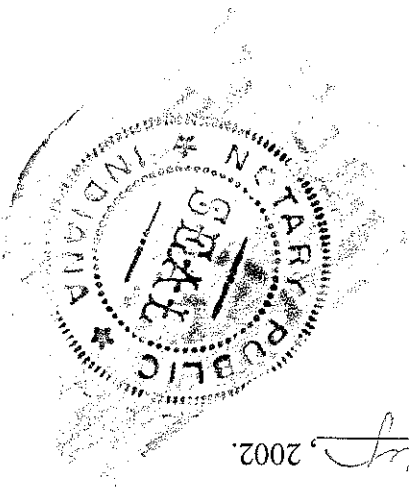
STATE OF INDIANA - COUNTY OF WARRICK

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the within named Robert G. Woodward, Sr., and acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notorial Seal this 29th day of January, 2002.


Notary Public
Name Printed
Julia M. Couch

Notary resides in WABERBURGH County, Indiana and my Commission Expires: 12-07-2008



2002R-001728

IN WITNESS WHEREOF, Evan L. Beck has hereunto set his hand this

29th day of January, 2002.

01-30-2002 2:19 PM

BETTY NIEMEYER

RECORDER OF DEEDS

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Member

Crown Mark Properties, LLC

Cloverleaf Properties, LLC

STATE OF INDIANA - COUNTY OF WARRICK

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the within named Evan L. Beck and acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notorial Seal this 29th day of January, 2002.

[Signature]
Notary Public

Name Printed

Notary resides in WARRICK County, Indiana and my

Commission Expires: 12-07-2008

THIS DOCUMENT WAS PREPARED BY: Evan L. Beck.

