

**PROTECTIVE COVENANTS  
FOR  
INDUSTRIAL PARK NORTH  
(a/k/a HICKORY INDUSTRIAL PARK)**

The Mayfield-Graves County Local Development Corporation and The Industrial Development Board of Mayfield and Graves County (hereafter referenced as the LDC/ID Board) are joint owners of the property known as the Industrial Park North Plat (a/k/a Hickory Industrial Park) plat of which is recorded in Plat Cabinet A, Slide 71, Graves County Court Clerk's Office.

The referenced real estate development is owned by the LDC/ID Board pursuant to the statutory authority referenced for the purpose of enhancing the economic development and providing quality job opportunities for the citizens of Mayfield, Graves County and the Commonwealth of Kentucky.

The LDC/ID Board therefore does hereby place the following conditions, restrictions and covenants set forth herein which shall be covenants running with the land:

**1.0 PERMITTED USES:** All such real estate shall be used for manufacturing, corporate or regional headquarters, call center and/or warehouse and distribution purposes. Factory retail outlets, if products sold at retail are manufactured on the premises, are allowed as secondary operations to the manufacturing purposes. In addition, educational and training facilities, day care centers for children of employees, and/or other purposes directly related the operation of the facility or human resources purposes are allowed contingent upon prior written approval of the LDC/ID Board.

1.2 **HAZARDOUS OR ILLEGAL USES:** No grantee, lessee or occupant shall utilize or allow the utilization of such premises, or any portion thereof, for the manufacturing, storage or distribution or sale of any products or items which will increase fire hazards to adjoining properties or for any purposes which constitute a nuisance or causes emissions or odors or gases injurious to products manufactured or stored upon adjoining premises or premises within 500 feet of said property, or for any purpose or use that violates the laws of the United States of America, the Commonwealth of Kentucky or applicable city or county ordinances or resolutions.

1.3 **EXCAVATION:** No excavations or excavating work shall be permitted on any part of said real estate except on such real estate immediately prior to and during the construction of such buildings and tangible improvements or repairs. No soil, sand, gravel, minerals, aggregate or other earth materials shall be removed from said real estate except as part of such excavations made for the purposes of construction buildings and tangible improvements on said real estate.

1.4 **OUTSIDE STORAGE:** No materials, inventory, goods-in-progress, semi-manufactured items, finished products, plant equipment, parts, rubbish, work materials or other personal property shall be kept, stored, maintained or accumulated on any part of said real estate outside of buildings erected thereon, in the public view. When necessary to store or keep materials in the open, the lot area shall be fenced with a screening fence at least six (6) feet high and storage shall be limited to the rear two thirds (2/3) of the property, except where prior written approval of the LDC/ID Board is secured.

2.0 **SETBACKS AND GROUND AREA COVERAGE:** The regulations, lot sizes, setbacks and yard dimensions shall be in compliance with the applicable laws,

regulations, resolutions and zoning ordinance of the Commonwealth of Kentucky and Graves County. In addition, the following conditions must be observed: (a). minimum lot sizes shall be 3 acres; (b). all structure shall be set back at least fifty (50) feet from the right of way (front setback) and paving shall be twenty-five (25) feet from the right of way; (c). no building shall be located closer than twenty-five (25) feet to the rear and side lot lines and paving shall be no closer than five (5) feet from the rear and side lot lines; (d). not more than fifty percent 50% of any lot shall be covered by structure.

**3.0 CONSTRUCTION MATERIALS AND APPEARANCE:** Front exterior wall shall be of masonry, concrete, glass, stucco or decorative concrete block or approved equivalent material. All gutters, coping, and metal trim shall be of sufficient gage to eliminate unsightly effects with age and all colored metal shall have a life expectancy of twenty (20) years. No galvanized sheet metal will be permitted.

**3.1 APPROVAL BY LDC/ID BOARD:** All other types of construction not covered by the above description must first be submitted and have written approval by the LDC/ID Board.

~~**3.2 CONSTRUCTION SCHEDULES:** The LDC/ID Board shall have the power to approve the construction schedule of any development by grantee or lessee. Any grantee or lessee taking title or leasehold interest in any realty in the park shall begin construction within one (1) year of closing on said real estate or execution of lease. Completion of construction shall be substantially in accordance with the plans and specifications approved by the LDC/ID Board.~~

**3.3 REFUSE CONTAINERS:** Refuse containers must be located at the side or rear of the building and shall be screened from public view.

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**3.3 REFUSE CONTAINERS:** Refuse containers must be located at the side or rear of the building and shall be screened from public view.

**3.4 HEATING AND COOLING TOWERS:** All heating and cooling towers placed on the roofs of buildings shall be screened or enclosed from the street view so that they are architecturally compatible with the main portion of the building.

**3.5 LOADING DOCKS AND FACILITIES:** Provisions for handling all freight must be on those sides of any building, which do not face a frontage street except for corner lots. All loading docks must be located at the rear or sides of the buildings. Loading facilities shall be constructed so that no part of the longest legal loading vehicle being loaded or unloaded at any loading dock, door or area will extend beyond the parcel boundary line.

**3.6 PARKING:** Employee, customer, owner or tenant parking will not be permitted on any public street now in existence, or hereafter constructed for general Industrial Park use through or adjacent to the above described realty. Parking areas must be paved with year round surface (asphalt or concrete). Paved and marked off-street parking areas sufficient for all the automobiles and trucks of any business and its employees, customers, visitors and other vehicle parking used in the conduct of the business shall be provided on each parcel.

**3.7 FRONT SETBACK PARKING:** On all parcels parking in the front setback area shall be limited to noncommercial vehicles only and shall not exceed 50% of the required minimum front setback areas.

**3.8 AMOUNT OF PARKING:**

**Manufacturing:** One passenger car parking space shall be provided for every 800 square feet of building area.

**Warehouse/distribution:** One passenger car parking space shall be provided for every 5,000 square feet of building area.

**Business & professional offices:** One passenger car parking space shall be provided for every 250 square feet of gross floor area.

**4.0 UNDERGROUND UTILITIES:** All electric power line, telephone line, water pipe, gas pipe, sewer pipe, or drainage pipe (other than rainwater leaders) shall be installed and maintained below the surface of the ground, except for meter connections. Exceptions must be approved prior to construction by the LDC/ID Board.

**4.1 UTILITY EASEMENTS:** All utility easements shall be kept free of all structures and permanent plantings of trees, ground covers, or shrubs unless prior written approval is obtained from the utility provider and LDC/ID Board.

**5.0 SITE MAINTENANCE:** Sites that are not improved or built upon shall be maintained in a clean and neat appearance by the property owner or lessee. All of said real estate and all buildings, structures, improvements, appurtenances, signs, lawns, landscaping, sidewalks, driveways, parking areas, and entrances thereon must at all times be maintained in safe, clean and good condition.

**6.0 LANDSCAPING:** The land outside of building lines shall be properly landscaped and/or surfaced for parking areas, and shall be maintained by and at the expense of the grantee, lessee or occupant of the premises. A minimum of five percent (5%), or as approved by the LDC/ID Board, of the property not covered by buildings shall be landscaped in materials other than ground cover. Landscaping should be used to enhance screening of objects unsightly from the street view, to break up parking lots by

adding planting strips, and to generally lessen the severity of the appearance of the lot and Park.

**6.1 TYPES OF LANDSCAPING:** In addition to trees, ground cover, and gardens, landscaping may include, where appropriate, the use of walls, berms, screening, terraces, fountains, pools, etc. The saving of existing vegetation, when possible, especially trees, is of prime importance.

**6.2 APPROVAL OF LANDSCAPING:** Plans for both landscaping and parking areas must be approved by the LDC/ID Board.

**7.0 SIGNS:** All signs in the Park shall comply with the regulations of any federal, state, local or other governmental authority now or later created that has jurisdiction. All signs, including their sizes, graphics, colors and placement on lots and/or buildings must be approved by the LDC/ID Board prior to erection or construction.

**7.1 NUMBER OF SIGNS:** One logo/emblem/graphic sign that is flush mounted to a building façade will be allowed in addition to one free-standing sign located in the front yard of the building. If more than one tenant occupies a building, one multiple tenant identification sign will be allowed in lieu of the free standing sign referred to above.

Internal directional signage on lots for the purposes of routing trucks, visitors, customers will be allowed only with prior written approval of the LDC/ID Board.

**7.2 INFORMATION ALLOWED:** Signs on any parcel shall be limited solely to those that identify the name and type of business of the tenant.

**7.3 SIZE OF SIGN:** The size of the sign shall be in direct proportion to the size of the building and the exposure to the roadway or street. The topmost point of any freestanding sign shall be no higher than 8 feet above the finished parcel grade on which



it stands and shall be no more than sixteen (16) feet in length. No signs shall obstruct the vision of automotive traffic.

**7.4 TYPE OF SIGN:** Signs shall be of a permanent nature. Flashing signs, billboards, sign advertising products or services or signs containing other direct sales information are prohibited. No signs or advertising devices shall be mounted directly or painted on the exterior roof of any building.

**7.5 OTHER MEDIA:** No devices such as flashing or rotating devices, phonographs, radios, public address systems or sound productions or reproduction devices are permitted in advertising or identifying the building.

**8.0 RESUBDIVISION OF LOTS:** No re subdivision of lots is allowed without prior written approval of the LDC/ID Board.

In the event there is any conflict between these covenants, conditions and provisions and the zoning ordinances of the County of Graves, such shall be resolved in favor of the more restrictive provisions.

These restrictive covenants shall be deemed for the benefits of the present and future owners and occupants of the Park and may be enforced at law or in equity by the LDC/ID Board, and any grantee, lessee or other occupant utilizing the facilities of the above-described realty and/or any other member of the general public. These restrictive covenants shall be in full force and effect for a period of 50 years from the date hereof, and unless altered, amended or terminated in writing by three-fourths of all grantees, lessees or occupants of the above-described realty, the same shall be extended automatically for another 50 years.

22.04.03 NBW

CHARGED

**FIRST AMENDMENT TO PROTECTIVE COVENANTS  
FOR INDUSTRIAL PARK NORTH  
A/K/A HICKORY INDUSTRIAL PARK  
AND WAIVER OF PRESENT VIOLATIONS**

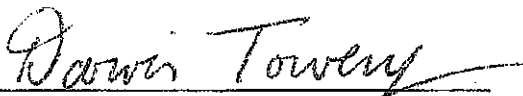
The undersigned being owners of or owners of an interest in all real estate located in the Industrial Park North, a/k/a Hickory Industrial Park, located on Highway 45 in Graves County, Kentucky, hereby agree to the following regarding the original Protective Covenants for the Industrial Park North, a/k/a Hickory Industrial Park, which are dated November 14, 2001 and of record in Plat Cabinet A, Slide 71, Graves County Court Clerk's Office, as follows:

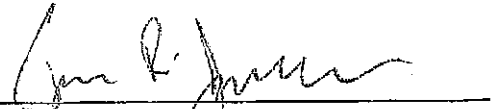
**WAIVER OF EXISTING VIOLATIONS**

(1) All buildings presently constructed in the Industrial Park North, a/k/a Hickory Industrial Park, with the exception of the building occupied by Twin Hills Collectibles, have front exterior walls that violate the above restrictions with said variance not being approved prior to construction by the Board of Directors of Graves Growth Alliance, Inc. or the Industrial Development Board of Mayfield-Graves County, Inc. All of the undersigned, by their signatures on this document, hereby approve the present front exterior walls on all buildings presently constructed in the Industrial Park North, a/k/a Hickory Industrial Park, and hereby waive and relinquish their rights to insist that the front exterior walls of those buildings comply in full with the original Paragraph 3.0 of the original Protective Covenants for Industrial Park North.

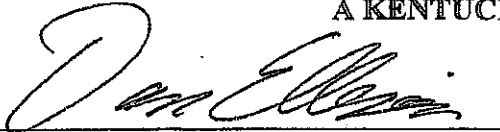
(2) The Centrifugal Technologies, a/k/a Centech, building appears to be in violation of Section 2.0 because the paving of the front parking lot appears to be located less than 25 feet from the north right-of-way line of Centech Drive. All of the undersigned, by their signatures on this document, hereby waive this restriction as it applies to the front parking lot of Centrifugal Technologies building, a/k/a Centech building.

INDUSTRIAL AUTHORITY OF MAYFIELD-GRAVES COUNTY

By:   
DARVIN TOWERY  
CHAIRMAN

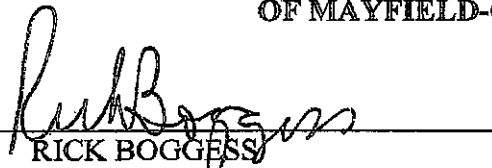
By:   
TREVOR BONNSTETTER  
SECRETARY

GRAVES GROWTH ALLIANCE, INC.,  
A KENTUCKY CORPORATION

By:   
DAN ELLISON  
PRESIDENT

By:   
TONY GOODWIN  
SECRETARY

THE INDUSTRIAL DEVELOPMENT BOARD  
OF MAYFIELD-GRAVES COUNTY, INC.

By:   
RICK BOGGESS  
PRESIDENT

By:   
TONY GOODWIN  
SECRETARY

MEGA POWER, INC.

By:   
JOHN ALLEN  
PRESIDENT

STB, LLC

By:   
STEVE HALSELL  
MANAGING MEMBER

TLC LIGHTING, INC.

By: Sam Willett  
Vice-PRESIDENT

By: Sam Willett  
SECRETARY

CENTRIFUGAL TECHNOLOGIES  
A/K/A/ CENTECH, INC.

By: Terry Edwards  
TERRY EDWARDS  
PRESIDENT

\*\*\*\*\*

STATE OF KENTUCKY  
COUNTY OF GRAVES

I, the undersigned, a notary public in and for the state and county aforesaid, do certify that the foregoing First Amendment to Protective Covenants was this day produced before me in my state and county, and acknowledged and sworn to before me by **INDUSTRIAL AUTHORITY OF MAYFIELD-GRAVES COUNTY**, by and through its Chairman, Darwin Towery, and Secretary, Trevor Bonnstetter, to be its free act and deed, and to be their free act and deed as said officer, on this the 12 day of May, 2008.

My Commission Expires: 4-30-10

Joyce Carol Parrott  
Notary Public, State-at-Large

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STATE OF KENTUCKY  
COUNTY OF GRAVES

I, the undersigned, a notary public in and for the state and county aforesaid, do certify that the foregoing First Amendment to Protective Covenants was this day produced before me in my state and county, and acknowledged and sworn to before me by **GRAVES GROWTH ALLIANCE, INC.**, by and through its President, Dan Ellison, and Secretary, Tonny Goodman, to be its free act and deed and to be their free act and deed as said officer, this the 12 day of May, 2008.

My Commission Expires: 4-30-10

Joyce Carol Parrott  
Notary Public, State-at-Large

**STATE OF KENTUCKY  
COUNTY OF GRAVES**

I, the undersigned, a notary public in and for the state and county aforesaid, do certify that the foregoing First Amendment to Protective Covenants was this day produced before me in my state and county, and acknowledged and sworn to before me by **INDUSTRIAL DEVELOPMENT BOARD OF MAYFIELD-GRAVES COUNTY, INC.**, by and through its President, Rick Boggess, and Secretary, Tony Goodman, to be its free act and deed and to be their free act and deed as said officer, this the 12 day of May, 2008.

My Commission Expires: 4-30-10

Joyce Carol Barrett  
Notary Public, State-at-Large

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**STATE OF KENTUCKY  
COUNTY OF GRAVES**

I, the undersigned, a notary public in and for the state and county aforesaid, do certify that the foregoing First Amendment to Protective Covenants was this day produced before me in my state and county, and acknowledged and sworn to before me by **MEGA POWER, INC.**, by and through its President, John Allen, and to be their free act and deed as said officer, this the 5<sup>th</sup> day of July, 2008.

My Commission Expires: 7-18-09

James B. Brewster, Jr.  
Notary Public, State-at-Large

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**STATE OF KENTUCKY  
COUNTY OF GRAVES**

I, the undersigned, a notary public in and for the state and county aforesaid, do certify that the foregoing First Amendment to Protective Covenants was this day produced before me in my state and county, and acknowledged and sworn to before me by **STB, LLC**, by and through its Managing Member, Steve Halsell, to be its free act and deed and to be his free act and deed as said member, this the 23 day of July, 2008.

My Commission Expires: 7-23-08

Karin R. Anderson  
Notary Public, State-at-Large

STATE OF KENTUCKY  
COUNTY OF GRAVES

I, the undersigned, a notary public in and for the state and county aforesaid, do certify that the foregoing First Amendment to Protective Covenants was this day produced before me in my state and county, and acknowledged and sworn to before me by **TLC LIGHTING, INC.**, by and through its Vice-President, Sam Willett, and Secretary, Sam Willett, to be its free act and deed and to be their free act and deed as said officer, this the 6<sup>th</sup> day of May, 2008.

My Commission Expires: 7-18-09

James B. Brien, Jr.  
Notary Public, State-at-Large

STATE OF KENTUCKY  
COUNTY OF GRAVES

I, the undersigned, a notary public in and for the state and county aforesaid, do certify that the foregoing First Amendment to Protective Covenants was this day produced before me in my state and county, and acknowledged and sworn to before me by **CENTRIFUGAL TECHNOLOGIES, a/k/a CENTECH, INC.**, by and through its President, Terry Edwards, to be its free act and deed and to be his free act and deed as said officer, this the 6<sup>th</sup> day of May, 2008.

My Commission Expires: 7-16-09

James B. Brien, Jr.  
Notary Public, State-at-Large

THIS INSTRUMENT PREPARED BY:

James B. Brien, Jr.  
James B. Brien, Jr.  
Neely, Brien & Wilson  
238 N. 7<sup>th</sup> Street  
P.O. Box 708  
Mayfield, KY 42066  
0002/0009

STATE OF KENTUCKY  
COUNTY OF GRAVES, Soc.  
I, Barry Kennemore, Graves County Clerk in and for the State and County aforesaid do certify that this instrument was lodged in my office for record on the 23 day of July 2008 at 4:40 o'clock pm and the same and the foregoing and this certificate have been duly recorded in Misc book 16 page 233 in the Graves County Clerk's Office this the 24 day of July 2008  
Barry Kennemore, Clerk

D. Wilford