DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS  

FOR  

THE FORTVILLE BUSINESS PARK
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THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE FORTVILLE BUSINESS PARK ("Declaration") is made this 23rd day of September,
2003, by M.A.C. Park Properties, LLC ("M.A.C."). an Indiana limited liability company, and the
Town of Fortville, Indiana, by its Redevelopment Commission ("Fortville").

WITNESSETH:

WHEREAS, M.A.C. is the owner of certain real property located in Hancock County,
Indiana, legally described on Exhibit A, attached hereto and incorporated herein by reference,
and Fortville has certain rights and obligations relating to the same real property pursuant to the
terms and conditions of that certain Option to Purchase Real Estate dated the 17th day of April,
2003 ("Option Agreement"), and Developer (as that term is hereinafter defined) desires to
subject such property to the provisions of this Declaration and to develop such property for
office, warehouse and commercial use in a development to be known as The Fortville Business
Park ("Development"); and

WHEREAS, as hereinafter provided in this Declaration, Developer desires to provide for
the reasonable use of the property in the Development and create a method to provide for
necessary services in the Development and maintenance of properties beneficial to or used in
common by all owners in the Development.

NOW, THEREFORE, Developer hereby declares that all the property legally described
in Exhibit A attached hereto is hereby subjected to this Declaration and shall be held, transferred,
sold, conveyed, leased, occupied and used subject to the easements, restrictions, covenants,
charges, liens, and conditions hereinafter set forth, all of which are for the purpose of protecting
the value and desirability of the Property and which shall touch and concern and run with the
title to the property subjected to this Declaration, and which shall be binding on all parties
(including any mortgagees or lienholders having any right, title, or interest in the described
properties or any portion thereof, and their respective tenants, occupants, invitees, heirs,
successors, successors-in-title, and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

DEFINITIONS. The following words, when used in this Declaration, unless the context
shall prohibit or otherwise require, shall have all the following meanings. All definitions shall be
applicable to the singular and plural forms of such terms:

Section 1.1. "Additional Land". Additional Land shall mean and refer to
additional real property now owned or which may in the future be owned by Fortville or any
other property owner subject to Fortville's unilateral right to annex the same within and subject
to this Declaration as provided elsewhere herein.
Section 1.2. “Articles of Incorporation” shall mean and refer to the Articles of Incorporation of The Fortville Business Park Association, Inc. as filed with the Secretary of State of the State of Indiana.

Section 1.3. “Assessment Percentage” shall mean and refer to the proportion of the acreage of each Owner’s Lot compared to the sum of the acreage of all Owners’ Lots in the Development. In the formulation of the Assessment Percentage, the acreage of an individual Owner’s Lot shall be the numerator and the sum of the acreage of all Owners’ Lots in the Development shall be the denominator. When determining the figure for acreage, such figure shall be rounded to the nearest one hundredth of an acre.

Section 1.4. “Association” shall mean and refer to an Indiana not-for-profit corporation to be known as The Fortville Business Park Association, Inc. or FBPA created by the Redevelopment Commission of the Town of Fortville to manage the Development pursuant to the terms and conditions of this Declaration.

Section 1.5. “Base Assessment” shall mean and refer to assessments levied by the Association against each Lot in the Development to fund Common Expenses in the manner herein provided.

Section 1.6. “Board of Directors” or “Board” shall mean and refer to the board of directors of The Fortville Business Park Association, Inc.

Section 1.7. “Business” shall mean and refer to any improved property designed or intended for the allowed uses within the Development.

Section 1.8. “Common Expenses” shall mean the actual and estimated expenses incurred for the general benefit of the Development, including any reasonable reserve, as all may be found to be necessary and appropriate pursuant to the provisions contained herein. Common Expenses shall not include costs associated with Fortville’s original capital improvements, including, without limitation, the original construction of the roads, utilities, and original construction of the storm water drainage system, maintenance of the pump for the storm water drainage system and retention ponds, if any. Common Expenses may include, to the extent such are installed, the costs of installation and maintenance of landscaping and lighting associated with the roads and Open Space Easement Areas (except when such Open Space Easement Area is on a Lot), whether such area is purchased or leased.

Section 1.9. “Common Properties” shall mean and refer to all properties, whether real or personal, which are owned in common by the Owners or owned by the Association (or are to be owned by the Association) as shown pursuant to any recorded plat of the Development or as shown by the terms and conditions in this Declaration. The designation of any land and/or improvements as Common Properties shall not mean or imply that the public at large acquires any easement of use or enjoyment thereon.

Section 1.10. “Community-Wide Standard” shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Development (but which will not be allowed to contradict the specific standards set forth in this Declaration). The Board and the FBPA may more specifically determine such standard.
Section 1.11. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for The Fortville Business Park and all amendments thereof filed for record in the public records of Hancock County, Indiana.

Section 1.12. "Developer" shall mean and refer to the Redevelopment Commission of the Town of Fortville, Indiana, an Indiana municipality, and their successors or assignees. When this Declaration refers to a right, duty, obligation or covenant of the Developer, then such right, duty, obligation or covenant shall belong to the Redevelopment Commission of the Town of Fortville, Indiana, except as otherwise may be provided for herein.

Section 1.13. "Development Control Committee" ("DCC") shall mean and refer to the committee which shall be responsible for the approval of all Development improvements, additions, and changes, including, without limitation, landscaping, exterior and structural improvements. The DCC shall be formed simultaneously with the Association.

Section 1.14. "Development" shall mean and refer to those tracts or Lots of real estate described in Exhibit A and any Additional Land or property annexed in to the Development pursuant to Article 14, which real estate may be platted from time to time as part of The Fortville Business Park, together with all improvements thereon.

Section 1.15. "Drip Line" shall mean and refer to the outermost extent of the branches of a tree, defining a circular area within which development is prohibited.

Section 1.16. "Greenbelt" shall mean and refer to those open space or landscape easements or areas along the perimeter of a Lot, parking, loading or storage area within the development. Greenbelts must be located and landscaped in accordance with the standards set forth in this Declaration.

Section 1.17. "Landscape Plan" shall mean and refer to the plan of proposed improvements required to be submitted for review and approval by the DCC in accordance with the terms of Article 9 and Section 10.2 of this Declaration.

Section 1.18. "Lot" shall mean and refer to each plot of land either (i) included in the Development identified as a lot on any recorded plat of the Development, or (ii) any subdivision of a platted lot upon which it is intended that a building or buildings shall be constructed.

Section 1.19. "Open Space Easement Areas" shall mean and refer to those areas identified on any recorded plat of the Development as "open space easement" or "landscape easement areas". Original landscaping of a Lot and its maintenance and repair shall be at the individual Owner's expense. The Association shall maintain the landscaping located within the Open Space Easement Areas outside of any Lot of the Development. The landscaping and other improvements planted or installed by an Owner or the Association within the Open Space Easement Areas may not be removed and additional landscaping or improvements in such area are subject to the Association's approval.

Section 1.20. "Open Space" shall mean and refer to that land within an individual Lot or common area of the development permanently set aside as lawn or landscaped area in lieu
of structures, parking and loading areas, or vehicular access ways in accordance with the standards outlined herein, including any landscape easement. Open space shall be undivided by streets or entrance drives, except where necessary for proper traffic circulation.

Section 1.21. “Owner” shall mean and refer to the record owner, whether one or more Persons, with fee simple title to any real property which is part of the Development, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If any real property within the Development is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner.

Section 1.22. “Percentage Interest” shall mean and refer to the amount of acreage owned by each Owner as compared to the sum of all acreage in the Development. In the formulation of the Percentage Interest, the acreage owned by the individual Owner shall be the numerator, while the sum of all acreage in the Development shall be the denominator. When determining the figure for acreage, such figure shall be rounded to the nearest one hundredth of an acre. When determining the overall acreage for the Development, there shall be excluded from the calculation the amount of acreage, if any, that constitutes Common Properties or property that has been dedicated to the public, including any easements or rights of way owned by Fortville.

Section 1.23. “Person” means a natural person, municipality, corporation, limited liability company, partnership, trustee, or any other legal entity.

Section 1.24. “Rules” shall collectively mean the bylaws of the Association and this Declaration.

Section 1.25. “Sign Easement Areas” shall mean and refer to those areas identified on any recorded plat of the Development as “Sign Easement” or the area to which the main sign of the Development shall be located. The signs located within the easement area shall be constructed by Fortville but maintained by the Association and the Association shall have an easement of ingress and egress on and over the areas adjacent thereto for purposes of this maintenance obligation. The signage installed by the Association within the Sign Easement Areas may not be removed by an Owner, nor may an Owner add any improvements in such area without the approval of Fortville and/or the Association.

Section 1.26. “Special Assessment” shall mean and refer to the assessments levied in accordance with Article VIII of this Declaration.

Section 1.27. “Vehicular Use Area” shall mean and refer to any paved area within a given Lot dedicated to vehicular use, including parking, loading and staging areas.

ARTICLE II

NATURE OF DEVELOPMENT AND BUSINESS USAGE

Section 2.1. Development of Property. All property within the Development shall be subject to the existing zoning restrictions with regard to the Development and to the standards and restrictions set forth in this Declaration. All Lots and real property within the Development
are restricted exclusively to those uses authorized under the I-1 zoning classification in the Hancock County Zoning Ordinance, as amended. Until the conditions of Section 4.2(b) have been satisfied, Developer shall have the right, but not the obligation, to maintain and make improvements, repairs, and changes to property within the Development, including, without limitation, (i) installation and maintenance of any improvements in the Common Properties, Greenbelts, Open Space Easement Areas and Sign Easement Areas; (ii) changes in the location of the boundaries of any Lots owned by property owners or the Common Properties or Open Space Easement Areas, and (iii) installation and maintenance of any water, sewer, and other utility systems and facilities (except as required by this Declaration or by separate agreement). Notwithstanding the foregoing, however, no Lot will be adversely affected by a plat amendment without the prior written consent of the Owner of the Lot adversely affected.

Section 2.2. Zoning Restrictions. In addition to all other restrictions set forth in this Declaration, all uses of and all improvements made in the Development shall be in compliance with the zoning ordinances of all governmental authorities having zoning jurisdiction over the Development and the zoning commitments recorded with respect thereto, if any.

ARTICLE III

PROPERTY RIGHTS

Section 3.1. General. Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of its Lot subject to the provisions of this Declaration. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, the right of enjoyment in and to the easements described herein for the benefit of all Owners and their tenants, licensees, guests and invitees as established hereunder. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as its ownership ceases for any reason, at which time its membership in the Association shall automatically pass to its successor-in-title to its Lot, and upon such transfer, such former Owner shall simultaneously transfer and endorse to his successor-in-title any certificates or other evidences of its membership in the Association, if any.

Section 3.2. Utility and Public Service Easements.

(a) There is hereby reserved to Developer for the benefit of Developer, the Association, and their respective successors and assigns, the perpetual right and easement, as well as the power to grant and accept easements to and from Hancock County, Indiana, or any other public authority or agency, public service district, public or private utility or other person, upon, over, under, and across (i) all of the Common Properties; and (ii) those portions of all Lots as are reasonably necessary for the purpose of installing, replacing, repairing, maintaining, and using all utilities, including, without limitation, storm sewers, drainage systems and retention ponds and facilities for the Development or any portion thereof, and electrical, gas, telephone, water, and sewer lines, provided that such easements shall not unreasonably affect the use,
developability, marketability, or value of any Lot. To the extent possible, all utility lines and facilities serving the Development and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or service provider, with respect to the portions of the Development so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to grade, excavate, or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities; provided, however, that such utility company or other supplier or service provider shall take all reasonable action to repair any damage caused by such utility company or other supplier or service provider during the exercise of any rights conveyed under any easement granted hereunder.

(b) Fortville shall have jurisdiction over the Development with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over, and across all Lots and throughout the Development for purposes of performing such duties and activities related to law enforcement and fire protection in the Development as shall be required or appropriate from time to time by Fortville under applicable law.

(c) There shall also exist utility easements reserved in favor of Developer, the Association, and their respective successors and assigns, as well as any public or private utility as such may be necessary in accordance with the terms of Section 3.2(a) above in such areas as may be designed on any Plat of the Development as a utility easement. The Owner of any Lot subject to a utility easement shall be required to maintain that area to the extent it is not in a Open Space Easement Area and shall be required to keep such area free from obstructions which have not been approved by the DCC or the Association and any affected utility.

(d) Neither Fortville nor any of its political subdivisions, agencies, departments or subsidiaries shall utilize its power of eminent domain under any state or federal law to take control or title to the portion of the Development schematically illustrated on Exhibit E and described in the Plat as M.A.C. Property To Be Withheld from Development Use.

(e) If approved by the DCC or the Association, a Lot Owner may use an Open Space Easement Area for utility purposes; provided, however, such utilities shall be located underground.

Section 3.3. Drainage Easements. There is hereby reserved an easement for Developer, the Association, and their successors and assigns, for access to and installation, repair, or removal of the storm water drainage system, either by surface drainage or appropriate underground installations, throughout the Development. Drainage Easements shall be twenty feet (20') wide, unless otherwise indicated on the plat of the Development. Additionally, there shall exist designated drainage easements with respect to those areas as shown on any recorded plat and the Owner of any Lot subject to a drainage easement shall be required to maintain the
portion of said drainage easement on his Lot as required by Developer and free from obstructions so that the surface water drainage easement area by an Owner without the written consent of the Association. No permanent structures shall be erected or maintained upon said drainage easements.

Section 3.4. Open Space Easement Areas. Open Space Easement Areas shall consist of a twenty foot (20') area surrounding each Lot starting at the interior edge of the required Drainage Easement. Open Space Easement Areas, as designated on a plat of all or any part of the Development, are hereby created and reserved for the use of Developer and the Association for access to and installation, maintenance, repair, and replacement of walls, earth mounds, trees, landscaping, and other improvements, provided, however, a Lot Owner shall only be responsible for repairing and maintaining improvements in the Open Space Easement Areas located on its Lot and the Association shall repair and maintain the Open Space Easement Areas located outside a Lot. Except as installed by Developer or the Association, or installed pursuant to the Lot Owner's required plans and specifications approved by the DCC prior to construction on a Lot, no improvements or permanent structures, including, without limitation, fences, shall be erected or maintained in or upon said Open Space Easement Areas. Open Space Easement Areas set forth on a plat of the Development shall conform with the terms of this Declaration.

Section 3.5. Sign Easement Areas. Sign Easement Areas, as designated on a plat of all or any part of the Development or the area where the main entrance sign of the Development is located, are hereby created and reserved for the use of Developer and the Association, for access to and installation, construction, maintenance, repair, and replacement of signs and other informational devices in the Development. Except as installed by Fortville, Developer or the Association, no improvements or permanent structures shall be erected or maintained in or upon said Sign Easement Areas. In addition, no free standing signs (except for the main entrance sign) shall be allowed in the Development.

Section 3.6. Street Easement Areas. "Streets" shall mean and refer to all driveways, walkways, roadways, streets and similar areas, designated as such on the plat of the Development, which have been or hereafter are constructed for the purpose of providing common access for Owners, occupants, their guests and invitees to any or all Lots, and which are to be dedicated to the public and accepted for maintenance by the appropriate public agency, including, without limitation, Fortville. "Street Easement Areas" or "Street Right-of-Ways" shall be designated on a plat of all or part of the Development (even if such area is not specifically labeled as such). Except for the Street, the Street Easement Area or Right-of-Way shall be treated as Open Space, except that such Street Easement Areas or Right-of-Ways may be used by all utilities providing utility services to the Development.

Section 3.7. Property Owner Plat Approval. Any proposed plat of all or any part of the Development created by Fortville or the Association shall be subject to the prior written approval of the property owner prior to its recordation with the Hancock County, Indiana Recorder's Office. Fortville or the Association shall allow the property owners and their legal counsel, engineers or other agents ten (10) business days to review the plat and the initial location of any drainage easements, Open Space Easement Areas and Sign Easement Areas. In addition, property owners shall have the right to approve of the location of drainage easements,
Open Space Easement Areas, Greenbelts and Sign Easement Areas and the content of particular signage to be placed in the Sign Easement Areas.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 4.1. Membership. Membership in the Association shall be governed by the following rules:

(a) Every Owner shall be a member of the Association.

(b) The Town of Fortville Redevelopment Commission or its duly appointed representative shall be a member of the Association.

(b) The Association shall have only one class of membership.

(c) M.A.C. shall allow Fortville to establish the Association, at Fortville's own cost and expense, to manage the Development as set forth in these Covenants, within forty-five (45) days of the date hereof.

(d) In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights of a Lot owned by a corporation, partnership or limited liability company shall be exercised by one individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association, subject to the Rules. Each Owner must designate one individual to serve as a member of the Board. In any situation where an Owner is entitled personally to exercise the vote for his Lot and more than one (1) Person holds an interest in such Lot, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

Section 4.2. Management. The Association shall be managed according to the following rules:

(a) The Board of Directors will consist of a representative of the Fortville Redevelopment Commission or its duly appointed representation and each Owner shall appoint an individual to serve as a member of the Board. Each Board member will have one (1) vote for each one percent (1%) of the Owner's Percentage Interest, which that Board member represents (rounded to the nearest one hundredth). The Redevelopment Commission of the Town of Fortville shall have equal voting interest to the owner with the highest percentage interest. The FBPA will be managed by the Board except to the extent decisions are expressly reserved to the Owners in this Declaration, the Articles of Incorporation, the DCC or Rules.
(b) Except where a different percentage is specified in this Declaration, the Articles of Incorporation or Rules as to any vote requiring the approval of the Board or the Owners, a majority vote of the Board or the Owners shall control for decision-making purposes.

ARTICLE V

MAINTENANCE AND SERVICES

Section 5.1. Mandatory Responsibilities of the Association. The Association shall be required to provide and pay for the following expenses and maintain and keep in good repair the following properties:

(a) The Open Space Easement Areas, Sign Easement Areas, and any other easement designated on a recorded plat of the Development which establishes a maintenance obligation of the Association. This will occur only if an Owner fails to care for this area;

(b) The cost of maintaining any lighting associated with the Development including the cost of operating and/or leasing the lighting;

(c) The cost of maintaining signage and signage lighting for the Development installed by Fortville but not with respect to any signage or signage lighting for an individual Lot;

(d) Insurance on behalf of the Association, if such is determined to be necessary and as hereinafter provided; and

(e) All Common Expenses not otherwise provided for above and reasonably determined by the Association, including, without limitation, any reasonable management fees of the Association, if required.

All costs associated with the maintenance and above-described services for the Development shall be a Common Expense to be allocated among all Lots as part of the Base Assessment. The mandatory responsibilities of the Owners and the Association referenced in this subsection shall not be changed without (i) the affirmative vote of seventy-five percent (75%) of the Percentage Interests of the Owners voting with respect to the elimination of such service and (ii) the making of adequate provision for the replacement of such service or maintenance on behalf of the Association.

Section 5.2. Optional Responsibilities of the Association. In addition to the mandatory maintenance and services described in Section 5.1, the Association may also provide such additional maintenance or service items as the Owners may request (which shall be provided at the Owner’s expense) including, without limitation, snow removal and maintenance of the individual Lots, trash removal from the Lots, security services for the Lots and landscaping of the Lots.
Upon the request of an Owner, and if approved by the Association, the Association shall provide any such maintenance or service on an individual basis to one or more Lots, in which event the costs thereof will be billed directly to the Owner of the Lot receiving said maintenance or service and such shall not be a Common Expense.

Section 5.3. Responsibilities of the Owners. Except as otherwise provided herein, each Owner shall maintain and repair the interior and exterior of its Lot and all structures, parking lots, interior sidewalks, lawns, landscaping, grounds, signage, lighting, water service lines, and other improvements comprising the Lot (even if such property is designated as an Open Space Easement Area). Each Owner shall also be responsible for snow removal from its Lot, including its parking lot and interior sidewalks.

No Owner shall (i) decorate, change, or otherwise alter the appearance of any portion of the exterior of a building or the landscaping, grounds, or other improvements within a Lot unless such decoration, change, or alteration is consistent with the terms and conditions of this Declaration and approved, in writing, by the DCC as provided in Article IX hereof, or (ii) do any work which in the reasonable opinion of the DCC, would jeopardize the soundness and safety of the Development, reduce the value thereof or impair any easement thereto.

Each Owner shall be responsible for the landscaping of its Lot. During any period in which the Lot remains unimproved, the Owner must plant grass seed and maintain the Lot in a neatly trimmed and clean condition. Upon completion of construction of a building, the Owner must sod or hydro-seed all exposed land with an acceptable strain of grass and must maintain its Lot and building in a clean, neat and well-maintained condition which shall include, without limitation, fertilization of plants, shrubs and trees and the replacement of any grass, plants, shrubs or trees which have died.

In the event that Developer or the Association determines that: (i) any Owner has failed to discharge properly its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, its tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then in either event, Developer or the Association, except in the event of an emergency situation, may give such Owner written notice of Developer's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner and setting forth with reasonable particularity the maintenance, cleaning, repair, or replacement deemed necessary. Except in the event of an emergency situation, such Owner shall have ten (10) days within which to complete the same, in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said ten (10) day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, Developer or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner and such cost shall become a part of the costs of the Association (until such time as reimbursement is received from the individual Lot Owner). In the event that Developer undertakes such maintenance, cleaning,
repair or replacement, the Association shall promptly reimburse Developer for Developer’s costs and expenses, including reasonable attorneys’ fees. There is hereby reserved and created for the use of Developer and the Association and their respective agents, employees, successors, and assigns, a maintenance easement to enter upon any Lot for the purpose of accomplishing the performance of any maintenance or repair work referenced in this paragraph, provided that such easement shall not impose any duty or obligation upon Developer or the Association to perform any such actions.

ARTICLE VI

INSURANCE

Section 6.1. Insurance. If reasonably required based upon a determination made by the Association, the Association, or its duly authorized agent, shall obtain a general commercial liability policy covering the Association and the Owners for all damage or injury caused by the negligence of the Association or any of its agents. The general commercial liability policy shall have at a minimum a Five Hundred Thousand Dollar ($500,000.00) single person limit with respect to bodily injury and property damage, a One Million Dollar ($1,000,000.00) limit per occurrence, if reasonably available, and Five Hundred Thousand Dollar ($500,000.00) minimum property damage limit.

Additionally, the Association may, if it determines such is reasonably necessary, obtain worker’s compensation insurance, directors’ and officers’ liability coverage, and if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association’s funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the best business judgment of the Association.

The cost of all insurance purchased pursuant to this Section 6.1 shall be a Common Expense of the Association.

Section 6.2. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance and public liability insurance meeting, at a minimum, the same requirements as set forth in Section 6.1. Developer or Association may require all Owners to furnish copies of certificates thereof to Developer or Association. Each Owner further covenants and agrees that in the event of loss or damage to any building by fire, wind, flood, or otherwise, the Owner shall proceed promptly to repair or to reconstruct the damaged building in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX of this Declaration and all applicable zoning, building and other governmental regulations. No boarded-up buildings shall be maintained on any Lot.
ARTICLE VII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 7.1. Duties and Powers. The duties and powers of the Corporation shall be those set forth in the provisions of the Indiana Nonprofit Corporation Act of 1991, as limited or supplemented by this Declaration, the Articles of Incorporation and the Rules, together with those rights and privileges reasonably implied to effect the purposes of the Association. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such duties may include, without limitation, arranging with governmental agencies, public service districts, public and private utilities, or others, as a Common Expense or by billing directly to Lots to furnish trash collections, water, sewer, and/or security service for the Common Properties and/or the Lots. The Association shall have the right to own (as a Common Property) any drainage system piping, sewer equipment materials, or any other utility equipment, which Developer or the Association deems to be in the best interests of the Development. Notwithstanding the foregoing provision of the Declaration to the contrary, the Association shall not, without the consent of Developer, borrow money or pledge, mortgage, or hypothecate all or any portion of the Common Properties. The Association shall act only through its Board and the DCC.

Section 7.2. Agreements. All agreements and determinations lawfully authorized by the Association shall be binding upon all Owners, their heirs, legal representatives, successors and assigns, and all others having an interest in the Development or the privilege of the possession and enjoyment of any part of the Development. In performing its responsibilities hereunder, the Association shall have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board. In furtherance of the foregoing, and not in limitation thereof, the Association may obtain and pay for the services of any person or entity (including M.A.C. or any affiliate) to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Development, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be a Common Expense. During the term of such management agreement, such manager may, if authorized by the Board, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers, or members of the Association by this Declaration or the Rules. Such manager may be an individual, corporation, or other legal entity, as the Board shall determine, and may be bonded in such a manner as the Board may require with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for as a Common Expense, and the Board may hire or contract for, such legal and accounting services as are necessary or desirable in connection with the operation of the Development or the enforcement of the Rules of the Association.

Section 7.3. Personal Property and Real Property for Common Use. The Association, acting through its Board, may acquire and hold tangible and intangible personal
property and real property and may dispose of the same by sale or otherwise. All funds received
and title to all properties acquired by the Association and the proceeds thereof, after deducting
therefrom the costs incurred by the Association in acquiring or selling the same, shall be held by
and for the benefit of the Association or Owners. The share of the Owners in the funds and
assets of the Association cannot be individually assigned, hypothecated, or transferred in any
manner, except to the extent that a transfer of the ownership of a Lot also transfers the
membership in the association, which is an appurtenance to such Lot.

The Association shall have the authority to have real estate property tax statements issued
separately for each easement or property interest in which the Association possess an interest in
as a result of this Declaration and to pay the tax generated thereby as a Common Expense of the
Association. Each Owner agrees to cooperate in the execution and filing of any documents
necessary to accomplish such assessment.

Section 7.4. Rules and Regulations. The Association may make and enforce
reasonable rules and regulations governing the Development, which rules and regulations shall
be consistent with the rights and duties established by this Declaration. The Board shall, in
addition, have the power to seek relief in any court for violations or to abate nuisances.

Section 7.5. Implied Rights. The Association may exercise any other right or
privilege given to it expressly by this Declaration or the Rules, and every other right or privilege
given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VIII

ASSESSMENTS

Section 8.1. “Creation of Assessments.” There are hereby created assessments for
Association expenses as may from time to time specifically be authorized by this Declaration or
the Board to be commenced at the time and in the manner set forth in Section 8.6 of this Article.
There shall be two (2) types of assessments: (a) Base Assessments; and (b) Special Assessments.
Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Property,
is deemed to covenant and agree to pay these assessments.

Each Owner’s assessment shall be in proportion to such Owner’s Assessment Percentage.

All assessments, together with interest (at a rate not to exceed the highest rate allowed by
Indiana law) as computed from the date the delinquency first occurs, late charges, costs, and
reasonable attorneys fees, shall be charged on the land and shall be a continuing lien upon the
Lot against which shall also be the personal obligation of the Person who was the Owner of such
Lot at the time the assessment arose, and its grantee shall be jointly and severally liable for such
portion thereof as may be due and payable at the time of conveyance; provided, however, the lien
for unpaid assessments shall not apply to the holder of any first priority institutional mortgage or
to the holder of any mortgage securing a loan made by Developer, its affiliates, successors, or
assigns, who takes title to a Lot through foreclosure, or to any purchaser of such Lot at such
foreclosure sale. In the event of co-ownership of any Lot all of such co-owners shall be jointly
and severally liable for the entire amount of such assessments. All assessments are payable without relief from valuation and appraisement laws.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. All assessments shall be pro rated from the date of closing for each Owner. Each Owner by acceptance of a deed to its Lot, acknowledges that all Base Assessments levied hereunder are annual assessments due and payable in advance on the first day of the fiscal year; provided, however, the Board may permit any assessment to be paid in installments. If any Owner is delinquent in paying any assessments or other charges levied on its Lot, the Board may revoke the privilege of paying in installments and require all annual assessments to be paid in full immediately. Assessments may be charged to Lot Owners as incurred by the Association, provided reasonable notice and/or accounting of such expenses is given to the Lot Owners, but such Base Assessments shall still be prorated according to the Lot Owner’s Assessment Percentage.

No Owner may waive or otherwise exempt itself from liability for the assessment provided for herein, including by way of illustration and not limitation, by non-use of Common Properties, non-use of services or abandonment of the Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner.

Section 8.2. Computation of Base Assessment. Unless the Association elects to charge Base Assessment expenses as incurred by the Association (as set forth in Section 8.1), it shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget for Common Expenses shall include a capital contribution for sustaining a reserve fund for future repairs and replacements in accordance with Section 8.5 below.

The Base Assessment to be levied against each Lot for the coming year shall be set at a level which is reasonably expected to produce total income to the Association equal to the total budgeted Common Expenses, including reserves.

The total annual assessments shall be divided among the Lots based upon the Assessment Percentage of the Owner of each such Lot.

The Board shall cause a copy of the Common Expense budget and notice of the amount of the Base Assessment to be levied against each Lot for the following year to get delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a Special Assessment as provided in Section 8.3 hereof. The Common Expenses to be funded by the annual assessments may include, without limitation, the following:

(i) management fees and expenses of administration, including legal and accounting fees (excluding expenses incurred prior to the date hereof);

(ii) charges for services provided for the Development, including trash collection, snow removal, security service, if any such services or charges are provided or paid by the Association;
(iii) the cost of any policies of insurance purchased for the benefit of the Association as required or permitted by this Declaration, including general commercial liability coverage, and such other insurance coverage as the Board determines to be in the interests of the Association and the Owners.

(iv) the expenses of maintenance and operation of the Association and its properties as set forth under the provisions of this Declaration;

(v) the expenses of the DCC which are not defrayed by plan review charges;

(vi) real and personal property taxes assessed and levied against the property interests of the Association;

(vii) such other expenses as may be determined from time to time by the Board to be Common Expenses, including, without limitation, taxes and governmental charges not separately assessed against Lots or buildings; and

(viii) the establishment and maintenance of a reasonable reserve fund or funds (a) for inspections, maintenance, repair, and replacement of those portions of the Development which are the responsibility of the Association and which must be inspected, maintained, repaired, or replaced on a periodic basis, (b) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (c) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board.

Section 8.3. Special Assessments.

(a) The Association shall levy Special Assessments against each Lot in proportion to the Assessment Percentage of the Owner of such Lot in the event there exists a deficiency in the fund for Basic Assessments to pay for the Common Expenses and the expenses, which are the obligation of the Association. Additionally, the Association may levy Special Assessments from time to time for purposes other than to cure said deficiency, provided any such assessment receives the affirmative vote of at least seventy-five percent (75%) of the Percentage of Interests of the Owners. Special Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

(b) The Association may levy a Special Assessment against any Owners individually and against such Owner’s Lot to reimburse the Association for costs incurred in bringing an Owner and its Lot into compliance with the provisions of the Declaration, which Special Assessment may be levied upon the vote of the Board after notice to the Owner and an opportunity for a hearing.
Section 8.4. Lien for Assessments. Upon recording a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments of priority and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, it pro rata share of the assessment that would have been charged to such Lot had it not been acquired by the Association as the result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney’s fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8.5. Reserve Budget and Capital Contribution. The Board shall annually prepare a reserve budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments, as provided in Sections 8.2 and 8.3 of this Article.

Section 8.6. Date of Commencement of Annual Assessments. The Base Assessments provided for herein shall commence as to each Lot on the day on which such Lot is conveyed to a third party by Developer and shall be due and payable in such manner and on such schedule as the Board may provide. Base Assessments charged on an annual basis and any outstanding Special Assessments shall be adjusted on a pro rata basis for such Lot according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such Lot is first conveyed.

Section 8.7. No Abatement of Assessments. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

ARTICLE IX

DEVELOPMENT STANDARDS

Section 9.1. Purpose. In order to establish and preserve a harmonious and aesthetically pleasing design for the Development, and to protect and promote the value of the
Development, the Lots and all improvements located thereon shall be subject to the restrictions set forth in Articles II, IX and X herein, and, as with all other covenants, easements, restrictions and conditions contained in this Declaration such restrictions shall run with and bind the land and shall inure to the benefit of and be enforceable by the Owners, the Developer, the Association and their respective heirs, successors and assigns.

Nothing shall be erected or constructed on any Lot, which shall include staking, clearing, landscaping, excavation, grading, and other site work without meeting the requirements of this Article and without the approval of the DCC. The Board may establish reasonable fees to be charged by the DCC on behalf of the Association for reviewing of applications hereunder and may require such fees to be paid in full prior to review of any application.

The Board shall have the authority and standing, on behalf of the Association and Owners, to enforce in courts of competent jurisdiction decisions of the committee established in Section 9.2 of this Article IX.

Section 9.2. Development Control Committee. The DCC shall consist of three (3) persons. One member shall be a representative of Fortville (selected by its Redevelopment Commission), one member shall be a representative of M.A.C. and the third member shall be a representative selected by the Fortville Business Park Association. Members of the DCC may include persons who are not Owners. Members of the DCC may or may not be members of the Board.

The regular term of office for each member of the DCC shall be one year, coinciding with the fiscal year of the Association. Any member appointed may be removed with cause by the Board, depending on who appointed the member, at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The DCC shall elect a Chairman and Vice Chairman. The Chairman, or in his absence, the Vice Chairman, shall be the presiding officer at its meetings. The DCC shall meet upon call of the Chairman, and all meetings shall be held at such places as may be designated by the Chairman. Two (2) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the DCC shall constitute the action of the DCC on any matter before it. The DCC is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the DCC in performing its functions set forth herein. Costs associated with the use of consultants shall be reasonable and shall be reasonable and shall be considered a Common Expense. DCC members may be reimbursed by the Board for actual out of pocket expenses documented by the member, but DCC members shall not be paid a salary or stipend.

The DCC shall have exclusive jurisdiction over all exterior construction, modifications, additions, or alterations made on or to existing Lots or structures containing Lots and the open space, if any, appurtenant thereto. The DCC shall promulgate standards or procedures governing its areas of responsibility and practice. In addition thereto, the following shall apply: plans and specifications showing the nature, kind, shape, color, sizes, materials, and location of such modifications, additions, or alterations shall be submitted to the DCC for approval as to quality of workmanship and design and as to harmony of external design with existing structures and
location in relation to surrounding, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of its building, or to paint the interior of its building any color desired; provided, modifications or alterations to any interior portions of a building which are visible from outside the building shall be subject to approval hereunder. In the event that the DCC fails to approve or to disapprove such plans or to request additional information within thirty (30) days after submission of completed plans, proposals, specifications or drawings and any additional information having been requested by the DCC, the plans shall be deemed approved but only to the extent such plans do not violate express provisions of the Declaration or any plat.

Section 9.3. No Waiver of Future Approvals. The approval of the DCC of any proposals or plans and specification or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 9.4. Variance. The DCC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations set forth by the DCC. Such variance may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in this Declaration or a recorded plat, or (c) estop the DCC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 9.5. Compliance with Guidelines. The Association may exclude any contractor, agent, employee or other invitee of an Owner from the Development who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the DCC without liability to any person.

Section 9.6. Construction of Improvements. A building may not be temporarily or permanently occupied until the exterior thereof has been completed and a certificate of occupancy for such building has been issued.

Section 9.7. Responsibilities During Construction. Owners shall take necessary action during construction activities to assure the following occurs:

(a) Construction of a building on a Lot must be completed within a reasonable time from the date construction is commenced based upon the size and complexity of the building.

(b) Stone shall be installed over the path of the driveway such that it shall be level with curb at the lot line to avoid curb breakup.

(c) No track vehicles or heavy equipment vehicles shall be operated or unloaded on any street in the Development.
(d) During the construction period, the Lot shall be maintained in a clean and orderly manner at all times. All loose shingles, lumber, bricks, blocks, drywall, insulation, or other building material which can blow onto adjacent lots shall not be left lying around. Construction trash shall be contained in a trash fence and shall be removed from the Lot once per week or contained in a dump site provided by a trash disposal service which will empty the container as needed but no less than one time per week.

(e) The Lot Owner shall be responsible for removal of dirt, mud or debris or other foreign material of any kind which may be deposited upon any street in the Development from construction on the Lot. If such deposits occur, then the Lot Owner shall make provisions to remove such deposits within five (5) days or the DCC may remove such deposits and charge such cost of removal to the Lot Owner.

(f) All utility services (including, without limitation, water, power, sanitary sewers, telephone or cable) to the Lot shall be shown on the plot plan and said services shall not undermine the curbs or alter the subsurface or surface drainage system.

(g) Upon completion of construction, each Owner shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot on which such construction has been completed.

Section 9.8. Architectural Approval. To preserve the architectural and aesthetical appearance of the Development, no construction of improvements of any nature whatsoever shall be commenced or maintained by an Owner, other than Fortville, with respect to the construction or affecting the exterior appearance of any building or with respect to any other portion of the Development, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, decks, awnings, walls, fences, exterior lights, loading docks, trash dumpsters and trash removal areas, signs, garages, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies, and an electronic form in Auto Cad 2000, of the plans and specifications and related data showing the nature, color, type, shape, weight, materials, and location of the same shall have been submitted to and approved in writing by the DCC as to the compliance of such plans and specification with such standards as may be published by the DCC from time to time including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of the such plans, specifications, and related data so submitted shall be retained in the records of the DCC, and the other copy shall be returned to the Owner marked “approved,” “approved as noted,” or “disapproved.”

Section 9.9. Open Space Approval. To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by an Owner other than Fortville, unless and until the plans therefore have been submitted to and approved in writing by the DCC. At a minimum all Lots in the Development developed after the date hereof shall comply with the Open Space requirements set forth in Section 10.9. The provisions of this Article IX regarding time for approval of plans,
right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation or filling.

**Section 9.10. Approval Not a Guarantee.** No approval of plans and specifications and no publication of standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Neither M.A.C., the Association, Fortville, nor the DCC shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article IX, nor loss or damages to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

**Section 9.11. Building Restrictions.** The exterior walls of all buildings must be constructed of material approved by the DCC, but, at a minimum, building requirements will consist of street side elevations of the building having a minimum of sixty percent (60%) brick, architectural block, stone, precast concrete, lift slab concrete, poured-in-place concrete or exterior insulation and finish system (collectively, "Hard Surface Materials"). Windows, doors and loading docks shall be considered Hard Surface Materials for the purpose of the calculation of said percentage. All other elevations must have Hard Surface Materials to a minimum of forty (40) inches above finished floor, except the windows, doors and loading docks. Subject to the above Hard Surface Material requirements, metal siding buildings are permitted. Buildings must have a foundation minimum of thirty-six (36) inches below finished grade. Pole building structures are not allowed. Office areas of buildings must have a sixteen (16) inch overhang, a facade system or other architectural treatment reasonably satisfactory to the DCC. Building plans must be submitted to the DCC. All exterior colors, including roof color, must be approved by the DCC.

**Section 9.12. Building Setbacks.** Building setbacks in the Development shall comply with Hancock County standards for I-1 Zoning, or its equivalent, according to its Zoning Ordinance. If an overhead door is utilized on a Lot and the entranceway to such overhead door faces a Street, the building setback shall be a minimum of eighty (80) feet from the building to the curb of the Street as set forth on Exhibit B to this Declaration. If the entranceway to an overhead door does not have direct Street access, the overhead door setback shall be a minimum of one hundred fifteen (115) feet from curb of the Street as also set forth on Exhibit B of this Declaration. Access to an overhead door must be at least twenty (20) feet wide and contain a forty (40) foot turning radius as set forth on Exhibit B.

**ARTICLE X**

**LANDSCAPE & OPEN SPACE STANDARDS**

**Section 10.1. Purpose.** The purpose of these standards is to establish an orderly, aesthetically pleasing Development, which promotes individual property values, pleasant work environments, and is an asset to the community. The design, installation and maintenance of all Landscaped Areas and Open Space within the development shall be governed by the standards
set forth herein subject to review and approval by the DCC. Therefore, this Article requires open space to be developed between uses, around structures, within and around parking, loading and storage areas, around signs and along street frontages and property boundaries in order to:

(a) Encourage the preservation of existing trees and replenish trees that are removed;

(b) Improve the visual quality of the development by minimizing impacts such as parking areas, outside storage, loading docks and structures;

(c) Reduce environmental impacts, such as noise and air pollution, storm water runoff and soil erosion, improve water quality and reduce heat convection from impervious surfaces; and

(d) Establish standards for the spacing, quantity, type, size, protection, planting and maintenance of landscape materials in order to accomplish the objectives listed above.

Section 10.2. General. A Landscape Plan indicating all proposed improvements shall be submitted for review and approval by the DCC in accordance with Article 9 of this Declaration. Additionally, the following requirements are agreed to by each Owner:

(a) The Owner of the Lot is responsible for maintenance of all landscape materials and shall keep all plants in a proper, neat and orderly appearance. All unhealthy or dead plant material shall be replaced by the next planting season, or within six (6) months, whichever comes first.

(b) All landscaping shall be installed and maintained according to the approved Landscape Plan and specifications contained herein. The minimum size of plant material at planting, by type, shall be as follows: deciduous trees: 2” caliper (dbh); evergreen trees: 6’ tall; shrubs: 24” B&B or 3 gallon container; perennials: 1 gallon container. All woody plants shall be balled and burlapped (B&B) unless otherwise approved.

(c) All plant material must be installed according to the approved Landscape Plan by no later than the next planting season or within three (3) months of the date of building occupancy, season permitting.

Section 10.3. Sight Triangles. No landscape materials that impair the visibility of motorists will be placed within the sight triangles of any street and/or entrance drive intersection. Sight triangles are defined as the triangular areas in each quadrant of an intersection, inscribed by a line connecting points seventy-five feet (75’) from the center of the intersection measured along the centerline of any two (2) perpendicular streets or drives. Plant material taller than 3.5 feet will not be permitted in these areas.

Section 10.4. Street Frontages. The designated tree lawn along the street frontage of each Lot shall be planted with deciduous trees at forty feet (40’) maximum center-to-center
spacing. Alternatively, trees may be grouped at shorter distances provided the same total number of trees is planted along the street. Only approved street trees may be planted in these areas. Outside storage, loading and non-public parking areas shall be located away from street frontages. These uses may only be located adjacent to street frontages when a six-foot (6') minimum height screen is provided. This screen may be continuous architectural or vegetative at the discretion of the DCC based on the intensity of use in the area to be screened.

Section 10.5. Vehicle Use Areas. Landscaping shall be provided within any vehicle use area ("VUA") as defined in Section 1.25 in accordance with the following:

(a) A minimum of five percent (5%) of the total VUA shall be landscaped. Landscaped areas shall consist of islands or peninsulas dispersed throughout the paved area, ten feet (10') wide and 200 square feet minimum in size. One (1) tree is required per 200 square feet of landscaped area.

(b) In a VUA of less than 9,000 square feet, landscaped areas may be located at the edges of the paved area provided the same total landscaped area is installed.

(c) All landscaped areas shall be planted in grass, groundcover, shrubs, perennials, ornamental grasses, mulch, or any combination of these. Gravel is not permitted.

(d) All landscaped areas shall have minimum six-inch (6") curbs to protect plantings from vehicular traffic.

Section 10.6. Landscaping Around Buildings. Any blank building façade or portion of a façade that is not used for outdoor display, storage or loading/unloading shall be landscaped if the façade is visible from the public street right-of-way. The required planting area shall be at least five feet (5') wide and as long as the blank façade. A minimum of one (1) tree and five (5) shrubs shall be planted for every thirty feet (30') of blank façade length. All landscaped areas shall be mulched. Perennials, ornamental grasses and/or groundcover may be installed in lieu of shrubs at the discretion of the DCC.

Section 10.7. Utilitarian Areas. Loading/unloading, storage, utility, mechanical and trash collection areas shall be screened from any public street right-of-way or adjoining property. Screening shall be accomplished by continuous closed fence, wall, earthen berm, hedge, plant material or combination thereof that is eight feet (8') minimum in height and effectively screens the above mentioned areas from view. Any fence or wall utilized for screening shall be compatible in color, texture and quality with the materials of the principle building.

Section 10.8. Fences and Walls. All fences and walls shall have the finished side facing out. No structural supports shall be visible from any public street right-of-way or adjoining properties. Fences and wall shall be a minimum of eight feet (8') and a maximum of twelve feet (12') in height. Fences and walls are not permitted in the front yard (public street side) of any Lot. Woven wire, barbed wire and chain link fences are not permitted. Fences and walls shall be maintained in good repair at all times.
Section 10.9. Open Space. Open Space Easements shall be granted as indicated on the plat of each Lot and as set forth in this Declaration, and shall be developed as lawn or landscaped area, except sidewalks within the easement and entrance drives that cross perpendicular to the easement. Additionally, any unpaved area surrounding the building shall be considered open space, and developed and maintained to the same standard as required open space. Except as otherwise set forth on the plat of the Development, Open Space Easements shall at a minimum be twenty (20) feet in width measured from the edge of a Street Easement Area furthest from the Street (or from the edge of the property line when no Street Easement Area is present) as set forth by example on Exhibit B to this Declaration.

Section 10.10. Tree Protection. All existing trees to remain within the Development shall be protected throughout the development process to assure their health and survival. A circular tree protection zone shall be established around each protected tree as follows: A) If the drip line is less than ten feet (10") in diameter, the protection zone shall be ten feet (10'). B) If the drip line is more than ten feet (10") in diameter, the protection zone shall match the full drip line of the tree.

Section 10.11. Plant Material. All plant material sizes; species and varieties shall be reviewed and approved by the DCC as part of the Site Plan review process. Native plant material is strongly encouraged, and a Recommended Tree and Shrub List is included as Exhibit C.

ARTICLE XI

USE RESTRICTIONS

The Association, acting through its Board, shall have the authority to make and to enforce standards and restrictions governing the use of the Development, in addition to those contained herein. Such regulations and use restrictions shall be binding upon all Owners and parties in possession until and unless overruled, added to, canceled or modified in a regular or special meeting of the Association by the vote of at least seventy-five (75%) of the Percentage Interest of the Owners.

In addition to restrictions set forth elsewhere in this Declaration, each Lot shall be subject to the following restrictions on its use:

Section 11.1. Signs. The erection of any and all signs, including signs on any building or the painting of signs upon or on any building, shall be subject to the prior written approval of the DCC, and shall meet the specifications as established from time to time by the DCC. Except for the main entrance sign to the Development, Billboards and free standing signs are not permitted.

Section 11.2. Parking. It shall be the responsibility of each Owner to provide and maintain adequate parking facilities on its Lot with sufficient space in which its employees, customers, invitees and tenants may park. All drives and parking lots shall be hard surfaced with either concrete or asphalt. Any major exterior changes and alterations of structures, or drives
which affect ingress or egress in the Development, are subject to DCC approval. Employees of Owners and their tenants shall not be permitted to park on public streets or private streets in the Development. Furthermore, public events and overnight parking on public streets in the Development are restricted.

Section 11.3. Outdoor Storage. Any material, equipment, non-licensed motor vehicles or trailers and finished products must be stored in a fenced storage area. Outside storage area must be screened using a minimum eight (8) foot wood privacy fence, or by fully screened evergreen landscaping. Any such type of screening must be approved by the DCC. A maximum of forty percent (40%) of building floor space may be fenced for storage. A minimum five (5) foot Greenbelt must be maintained outside the fence of all storage areas, except that a greenbelt shall not be required between the storage area and buildings on the same Lot.

Section 11.4. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent any unclean, unhealthy, unsightly or unkempt condition on such Owner’s Lot. The pursuit of certain activities, specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Development. Nothing which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Development or which result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation shall be pursued, undertaken or permitted on any Lot. During the construction period on any Lot, the Owner thereof shall be responsible for the removal of all debris, trash and waste materials from the Lot and the Development on a weekly basis. In the event the Owner fails to timely remove such materials, the Association or any Owner may remove such materials and receive reimbursement for the costs thereof from the Owner of the Lot. Owners shall not permit the growth of weeds and involuntary trees and bushes, and shall keep their Lot clear from unsightly growth at all times.

Section 11.5. Hazardous Materials. No hazardous or toxic materials of any kind may be brought, placed on, mixed or created on any Lot in the Development except as may be reasonably necessary for the business conducted on the Lot. Each Owner shall be responsible for the compliance of its tenants, guests and invitees with all applicable health, environmental and hazardous waste management laws, rules and regulations. Hazardous materials shall not include janitorial materials, supplies, cleaning fluids or chemicals necessary for the day-to-day operation or maintenance of the Development nor any other materials which are ancillary to the business conducted on said Lot; provided, however, all such materials must be stored and used in a careful and secure manner. Any Owner (including its employees, agents and assigns) shall notify each owner in the Development and the Town of Fortville Fire Department in writing of any hazardous or toxic materials brought into the Development within forty-eight (48) hours of the arrival of such material in the Development. In addition, no hazardous or toxic material or foreign substances may be disposed of or dumped into any drainage ponds within the Development.

Section 11.6. Trash. Owners shall not dump any trash, waste, refuse or other objectionable matter upon any lot, easement or common area within the Development. There
shall be no burning of trash and no open fires. All trash, garbage, and refuse placed or stored on any Lot must be in a trash dumpster. Dumpsters used outside of a building must be contained in a six (6) foot tall masonry enclosure with gates, except those within a fully screened, fenced or landscaped area. Owners of Lots which abut a retention basin or pond are not required to erect masonry enclosures or to otherwise fully screen dumpsters and other trash containers if such dumpsters and containers are placed at the rear of the building and are screened with masonry, fencing or landscaping in a manner sufficient to prevent viewing of the same from all public streets. Masonry must match color and scheme of the building for which it serves.

Section 11.7. Drainage, Water Wells and Septic Systems. It shall be the responsibility of the Owner of any Lot within the Development to keep said Lot in compliance at all times with the provisions of the drainage plan as approved for the Development.

Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Fortville Redevelopment Commission or their successor. Owners must maintain these swales as sodded grassways, or other non-eroding surfaces on their Lots. Driveways must always be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Fortville Redevelopment Commission.

Any Owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by certified mail to repair said damage, after which time, if not action is taken, the Fortville Redevelopment Commission, or their successor will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected Owner for immediate payment. Failure to pay will result in a lien against the Lot. Each Lot Owner, at his sole cost and expense, shall make all needed repairs to the improvements located on its lot, keep the same in good order and repair, and maintain landscaping and grass on such Lot.

No private or semi-private water wells may be drilled or maintained and no septic tanks or similar sewage facilities may be installed or maintained on any Lot.

Section 11.8. Antennas and Satellite Dishes. All exterior antennas, aerials or satellite dishes shall be subject to the prior written approval of the DCC.

Section 11.9. Fences and Walls; Screening. All fences, walls, or barriers of any kind shall be subject to the prior written approval of the DCC; provided, however, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and eight (8) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points twenty-five (25) feet from the intersection of said street lines or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. All fences shall be kept in good repair and erected so as to enclose the property.
Section 11.10. Laws and Ordinances. Every Owner and its tenants, guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Development and any violation thereof may be considered a violation of this Declaration; provided, however, the Board shall have the right but not the obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 11.11. Occupants Bound. All provisions of the Declaration, Rules, and of any other rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, tenants, guests and invitees of any Lot. Every Owner shall cause all occupants of its Lot to comply with the Declaration, Rules, and the other rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Association and other Owners caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Rules, and other rules and regulations adopted pursuant thereto.

ARTICLE XII

RULEMAKING

Section 12.1. Rules and Regulations. Subject to the provisions of this Declaration, the Board may establish reasonable rules and regulations concerning the use of Lots, buildings, and the Common Properties. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their tenants, guests, invitees, servants and agents, until and unless any such rule or regulation shall be specifically overruled, canceled, or modified by the Board or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association, provided that in the event of such vote, such action must also be approved by Developer.

Section 12.2. Authority and Enforcement. Upon the violation of this Declaration, the Rules or any other rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any assessments, the Board shall have the power, after fifteen (15) days written notice to the Owner or occupant of said violation, and failure by said Owner or occupant to cure the violation:

(i) To cause the Association to correct the violation at its own cost and expense, which said cost and expense shall constitute a continuing lien upon the Lot of the Owner or occupant who is guilty of such violation; and

(ii) To suspend an Owner’s right to vote in the Association.

The Board shall have the power to impose one or both of these sanctions. An Owner or occupant shall be subject to the foregoing sanctions in the event of such a violation by it or its tenants or guests. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days per violation.
(b) Notwithstanding subsection (a) above, a violation or threatened violation of any of the covenants and restrictions contained in this Declaration and the provisions contained in the Rules or any other rules and regulations adopted hereunder, shall be grounds for an action at law or equity instituted by Developer, the Association, or any Owner against any person violating or threatening to violate any such covenant, restriction, rule, or regulation. Available relief in any such action shall include the recovery of damages; injunctive relief, either to restrain the violation or threatened violation or to compel compliance with the covenants, restrictions, rules or regulations; declaratory relief; the enforcement of any lien created by these covenants, restrictions, rules, or regulations, and the recovery of costs and attorneys' fees incurred by any party successfully enforcing such covenants, restrictions, rules, or regulations. Failure by Developer, the Association, or any Owner to enforce any covenants, restriction, rule, or regulation shall in no event be deemed a waiver of the right to do so thereafter; provided, however, that no action shall be brought against either Developer or the Association for failing to enforce or carry out any such covenants, restrictions, rules, or regulations.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.1. Term. The covenants, easements and restrictions of this Declaration shall run with and bind the Development, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless an instrument in writing, signed by more than eighty percent (80%) of the Percentage Interests of the Owners has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate said covenants and restrictions, in whole or in part, in which case this Declaration shall be modified or terminated as specified therein. The number of ten (10) year renewal periods shall be unlimited.

Section 13.2. Amendment. Developer may amend this Declaration at any time and from time to time if such amendment is (a) not material and the impact of such amendment, if any, would not be significant to this Declaration; (b) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (c) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (d) required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to acquire or purchase mortgage loans on the Lots; (e) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; or (f) would not have a material adverse impact on any of the Lots sold to date; provided, however, any such amendment shall not adversely affect the title to any Lot or the use of such Lot unless the Owner shall consent thereto in writing.
Thereafter and otherwise, this Declaration may be amended (except where a different voting requirement is specified) only by the affirmative vote or written consent, or any combination thereof, of at least eighty percent (80%) of the Percentage Interests of the Owners; provided, however, no such amendment shall be made without the unanimous consent of the Owners and Developer if such amendment would (i) eliminate or change the easements for access to and throughout the Development contained in Article III above; (ii) would preclude or adversely affect the current or anticipated use of a Lot by an Owner; or (iii) would in any way change the uses and requirements of any property owned by M.A.C. within the Development. Any amendment to be effective must be recorded in the public records of Hancock County, Indiana.

If an Owner consents to any amendment to this Declaration or the Rules, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of M.A.C. without the written consent of M.A.C. or the assignee of such right or privilege.

Section 13.3. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Developer or the Board will best effect the intent of the general plan of the Development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building code which are less restrictive. The effective date of this Declaration shall be the date of its filing in the public records of Hancock County, Indiana. The captions of each Article and Section hereof as to the contents of each Article and Sections are inserted for convenience of reference only and shall be of no effect in limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Indiana.

Section 13.4. Right of Entry. The Association shall have the right, but not the obligation, to enter onto any Lot for emergency, security and safety reasons, and to inspect for the purpose of ensuring compliance with the Rules, which right may be exercised by the Association’s Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner or occupant directly affected thereby. This right of entry shall include the right of the Association to enter a Lot and building to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 13.5. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the Percentage Interests of the Owners. However, this Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration (including,
without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article VIII hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by Developer or is approved by the Owners, and pursuant to the same procedures necessary to commence proceedings as provided above.

Section 13.6. Developer’s Right of Assignment. Any or all of the special rights and obligations of Developer may be transferred to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein. No such transfer shall be effective unless it is in a written instrument signed by Developer and duly recorded in the public records of Hancock County, Indiana.

Section 13.7. Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to such Owner’s Lot, such Owner shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Until such written notice is received by the Board, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of assessments, notwithstanding the transfer of title to the Lot.

In the event an Owner sells, leases, mortgages or otherwise disposes of any Lot or building, the Owner must promptly furnish the Association in writing the name and address of such purchaser, lessee, mortgagee, or transferee.

Section 13.8. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 13.9. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of the Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 13.10. Rights of Third Parties. This Declaration shall be recorded for the benefit of the Developer and the Owners, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Development, except as provided for herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof; and subject to the rights of M.A.C., the Owners shall have the right to extend, modify, amend, or otherwise change the provision of this Declaration without the consent, permission, or approval of any adjoining owner or third party.

Section 13.11. Notices. Notices required hereunder shall be in writing and shall be hand delivered or sent by United States Mail, postage prepaid. All notices to Owners shall be
sent or delivered to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners’ respective Lots or buildings. All notices to the Association shall be delivered or sent in care of M.A.C. and Fortville at the following addresses:

M.A.C.: M.A.C. Park Properties, LLC
750 East Broadway Street
Fortville, Indiana 46040
Attn: Michael A. Crouse, Sr.

Fortville:
Town of Fortville, Indiana
Fortville Redevelopment Commission
714 East Broadway Street
Fortville, Indiana 46040
Attn: Redevelopment Commission President

or to such other address as the Association may from time to time notify the Owners. All notices to M.A.C. or Fortville shall be delivered or sent to M.A.C. or Fortville at the above address or such other address as M.A.C. or Fortville may from time to time provide to the Owners.

ARTICLE XIV

ANNEXATION OF ADDITIONAL PROPERTY

Section 14.1. Annexation without Approval of Owners.

(a) As the owner thereof, or if not the owner, with the consent of the owner thereof, Developer shall have the right, privilege, and option, from time to time at any time, to subject to the provisions hereof, the Association and the jurisdiction of the Association all or any portion of the real property adjacent to the Development as the same exists from time to time whether in fee simple or leasehold, by filing in the Recorder’s Office of Hancock County, Indiana, an amendment annexing such property. Such amendment to this Declaration shall not require the vote or approval of any Owners. Any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided therein.

(b) Developer shall have the right to transfer to any other person the said right, privilege, and option to annex Additional Property which is herein reserved to Developer, provided that such transferee or assignee shall be the developer of at least a portion of said real property to be so annexed and that such transfer is memorialized in a written, recorded instrument.

Section 14.2. Acquisition of Additional Common Area. Developer may convey to the Association additional real estate, improved or unimproved, which upon conveyance or
dedication shall be accepted by the Association and thereafter shall be maintained by the Association as a common expense for the benefit of all Owners.

Section 14.3. Amendment. This Article shall not be amended without the written consent of Developer, so long as M.A.C. owns any portion of the Development and Fortville has rights under the Option Agreement.

ARTICLE XV

GRANDFATHERED RIGHTS

Notwithstanding any of the terms and conditions in this Declaration, (i) M.A.C. or its designee shall have the unilateral right to bring the Grandfathered Property (as that term is hereinafter defined) in to the Development or have Fortville or the Association annex the Grandfathered Property, and (ii) development and improvements by M.A.C. or Fortville Feeder prior to its annexation into the Development pursuant to Article XIV and located adjacent to the Development on the real property legally described on Exhibit D ("Grandfathered Property"), which Grandfathered Property is not currently part of the Development but may be annexed into the Development at a later date, shall be grandfathered from the development and use standards set forth in Article IX and X of this Declaration and not deemed in violation of the terms and conditions of this Declaration or any plat of the Development. Subsequent improvements to the Grandfathered Property after its annexation shall be subject to all the terms and conditions of this Declaration. M.A.C., and its successors and assigns or any party that may purchase the Grandfathered Property shall be subject to Articles IV, V, VI, VII, VIII, XII, XIII, XIV and XV. Additionally, the Grandfathered Property shall be subject to Sections 11.4, 11.5, 11.8, 11.10 and 11.11. The intent of this Article XV is that the Grandfathered Property be bound by the specific provisions of this Declaration providing for governance for the Development, but that the Grandfathered Property not be subject to the development standards and uses set forth in this Declaration. Notwithstanding the provisions of this Article XV, M.A.C. covenants and agrees that the grandfathered rights set forth in this Article XV shall not apply to property owned by M.A.C. in the Development as of the date hereof and M.A.C. expressly agrees to be subject to the terms and conditions of this Declaration.

IN WITNESS WHEREOF, a duly authorized officer of M.A.C. and Fortville have executed this Declaration this 23rd day of September, 2003.

M.A.C. PARK PROPERTIES, LLC

By: /s/ Michael A. Crouse
Michael A. Crouse, President Fortville Feeders, Inc., Manager
STATE OF INDIANA

COUNTY OF HANCOCK

Before me, a Notary Public in and for said County and State, personally appeared Michael A. Crouse, Sr., President of Fortville Feeders, Inc., the Manager of M.A.C. Park Properties, LLC, who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 22 day of September, 2003.

My Commission Expires: 11/25/09

County of Residence: Hancock

Signature: 

Printed: 

TOWN OF FORTVILLE, INDIANA, BY ITS REDEVELOPMENT COMMISSION

By: Shane J. Fithian, President

(Original Signature on next page)
STATE OF INDIANA )
COUNTY OF HANCOCK ) SS:

Shane J. Fithian, Redevelopment Commission

Before me, a Notary Public in and for said County and State, personally appeared Michael A. Crouse, Sr., President of Fortville Feeders, Inc., the Manager of M.A.C. Park Properties, LLC, who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 23rd day of September, 2003.

My Commission Expires: 7/23/09

Signature: Denise S. Haws
Printed: Denise S. Haws

County of Residence: Hamilton

TOWN OF FORTVILLE, INDIANA, BY ITS REDEVELOPMENT COMMISSION

By: Shane J. Fithian, President
EXHIBIT A

Development Legal Description of M.A.C. properties

A part of the Southwest Quarter of Section 10, Township 17 North, Range 6 East located in Vernon Township, Hancock County, Indiana being described as follows:

Commencing at the brass plug at the Northeast corner of the Southwest Quarter of Section 10, Township 17 North, Range 6 East; thence North 90 degrees 00 minutes 00 seconds West (assumed bearing) 660.69 feet along the North line of said Southwest Quarter to a nail at the point of beginning of this description; thence South 00 degrees 58 minutes 20 seconds West 221.74 feet to a 5/8" iron rod with yellow cap stamped Miller Surveying; thence North 90 degrees 00 minutes 00 seconds East 107.53 feet to a 5/8" iron rod with yellow cap stamped Miller Surveying; thence South 00 degrees 58 minutes 20 seconds West 1104.31 feet to a 5/8" iron rod with yellow cap stamped Miller Surveying; thence South 00 degrees 57 minutes 07 seconds West 107.53 feet to a 5/8" iron rod with yellow cap stamped Miller Surveying; thence south 00 degrees 58 minutes 20 seconds West 2.96 feet to a 5/8" iron rod with yellow cap stamped Miller Surveying on the South line of the Northeast Quarter of said Southwest Quarter; thence South 89 degrees 59 minutes 02 seconds West 656.92 feet to a 5/8" iron rod with yellow cap stamped Miller Surveying at the Southwest corner of the Northeast Quarter of said Southwest Quarter (as established by the plat of Nelson Industrial Park recorded as Instrument No. 88-6743 in the Office of the Recorder of Hancock County, Indiana). Said 5/8" iron rod with yellow cap stamped Miller Surveying being North 00 degrees 49 minutes 17 seconds East 1327.32 feet from a brass plug at the Southwest corner of the Southeast Quarter of said Southwest Quarter; thence North 00 degrees 49 minutes 17 seconds East 1079.23 feet, more or less, along the West line of the Northeast Quarter of said Southwest Quarter as established by said plat of Nelson Industrial Park to a 5/8" iron rod with yellow cap stamped Miller Surveying, said 5/8" iron rod with yellow cap stamped Miller Surveying being South 00 degrees 49 minutes 17 seconds West 250.00 feet from the North line of said Southwest Quarter, said 5/8" iron rod with yellow cap stamped Miller Surveying also being north 00 degrees 49 minutes 17 seconds East from a ½" iron rod at the Northeast corner of Lot #1 in said Nelson Industrial Park; thence North 90 degrees 00 minutes 00 seconds East 116.63 feet parallel with the North line of said Southwest Quarter; thence North 00 degrees 53 minutes 09 seconds East 250.00 feet to a mael nail on the North line of said Southwest Quarter; thence North 90 degrees 00 minutes 00 seconds East 543.51 feet to the point of beginning containing 22.15 acres, more or less.
EXHIBIT "B"

MINIMUM STANDARD FOR "OVERHEAD DOOR LOCATION" & "DRIVEWAY DESIGN" FOR TRUCK TRAFFIC

1. WHEN DOOR IS IN DIRECT LINE WITH STREET

2. WHEN DOOR DOES NOT HAVE DIRECT STREET ACCESS

STREET

PROPERTY LINE

RIGHT OF WAY 20'

GREEN SPACE 15' OPEN SPACE EASEMENT AREA 20'

80' MIN.

20' MIN.

R 40' MIN.

20' MIN.

R 40' MIN.

115' MIN.
**EXHIBIT C**  
Tree and Shrub List

**Recommended Tree and Shrub List**

**TREES**

**BOTANICAL NAME** | **COMMON NAME**
---|---
**Deciduous Canopy Trees:**
*Acer rubrum* | Red Maple and cultivars
*Acer saccharum* | Sugar Maple and cultivars
*Fraxinus americana* | White Ash – seedless varieties only
*Fraxinus pennsylvanica* | Green Ash – seedless varieties only
*Gleditsia triacanthos* var. inermis | Honeylocust – thornless/fruitless
*Gingko biloba* | Gingko, Maidenhair – male only
*Gymnocladus dioicus* | Kentucky Coffeetree – fruitless
*Liquidambar styraciflua* | Sweetgum – fruitless varieties only
*Liriodendron tulipifera* | Yellow Poplar, Tuliptree
*Nyssa sylvatica* | Black Gum, Tupelo
*Platanus x acerifolia* | London Planetree
*Quercus acutissima* | Sawtooth Oak
*Quercus alba* | White Oak
*Quercus coccinea* | Scarlet Oak
*Quercus imbricaria* | Shingle Oak
*Quercus palustris* | Pin Oak
*Quercus rubra* | Red Oak
*Taxodium distichum* | Bald Cypress

**Evergreen Trees:**
*Ilex opaca* | American Holly and cultivars
*Juniperus virginiana* | Eastern Redcedar
*Picea abies* | Norway Spruce
*Pinus strobus* | White Pine
*Tsuga canadensis* | Canadian (Eastern) Hemlock

**Understory Trees:**
*Acer buergeranum* | Trident Maple
*Acer campestre* | Hedge Maple
*Acer ginnala* | Amur Maple and cultivars
*Acer griseum* | Paper Bark Maple
Acer palmatum
Aesculus pavia
Amelanchier arborea
Amelanchier canadensis
Betula nigra
Carpinus caroliniana
Cercis canadensis
Chionanthus retusus
Chionanthus virginicus
Cornus florida
Cornus kousa
Cornus mas
Crataegus phaenopyrum
Crataegus viridis
Franklinia alatamaha
Magnolia x soulangiana
Magnolia stellata
Magnolia virginiana
Malus cultivars/varieties
Ostrya virginiana
Oxydendron arboreum
Prunus serrulata
Prunus x yedoensis
Syrax japonica
Syringa reticulata

SHRUBS

BOTANICAL NAME

Deciduous Shrubs:
Aronia arbutifolia & cultivars
Berberis thunbergii & cultivars
Chaenomeles speciosa
Euonymus alatus
Forsythia x intermedia
Hibiscus syriacus
Hydrangea quercifolia & cultivars
Ilex serrata
Ilex verticillata
Ilex virginica
Kolkwitzia amabilis
Viburnum species & cultivars

COMMON NAME

Japanese Maple and cultivars
Red Buckeye
Downy Serviceberry
Shadblow Serviceberry
River Birch
American Hornbeam
Eastern Redbud and cultivars
Chinese Fringetree
White Fringetree
Flowering Dogwood and cultivars
Kousa Dogwood and cultivars
Corneliancherry Dogwood
Washington Hawthorn
Green Hawthorn
Franklin Tree
Saucer Magnolia
Star Magnolia
Sweetbay Magnolia
Crabapples - disease resistant only
American Hophornbeam
Sourwood
Flowering Cherry
Yoshino Cherry
Japanese Snowbell
Japanese Tree Lilac

Red chokeberry
Japanese Barberry
Flowering Quince
Burning Bush
Flowering Forsythia
Shrub Althea
Oakleaf Hydrangea
Finceoth Holly
Winterberry
Virginia Sweetspire
Beautybush
Viburnum
Evergreen Shrubs:

\textit{Ilex crenata}  \hspace{1cm} \text{Japanese Holly}
\textit{Ilex x meserveae}  \hspace{1cm} \text{Meserveae Hybrid Hollies}
\textit{Juniperus chinensis}  \hspace{1cm} \text{Chinese Juniper}
\textit{Taxus x media} 'Densiformis'  \hspace{1cm} \text{Densiformis Yew}
EXHIBIT D

Grandfathered Property Legal Description

Lot 2 in Nelson Industrial Park, the plat of which is recorded in Cabinet B, Slide 95, as Instrument No. 88-6745 in the Office of the Recorder of Hancock County, Indiana.
Exhibit E

Lot 2 on Plat of
The Fortville Business Park

249,579 Sq. Ft.
5.72 Acres

Non Condemnation Area

Lot 3 on Plat of
The Fortville Business Park

262,584 Sq. Ft.
6.03 Acres
FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FORTVILLE BUSINESS PARK

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE FORTVILLE BUSINESS PARK ("Amendment") is made on September 24, 2003 by M.A.C. Park Properties, LLC and the Town of Fortville, Indiana Redevelopment Commission (collectively, "Declarant").

WITNESSETH:

WHEREAS, Declarant previously recorded the Declaration of Covenants, Conditions and Restrictions of The Fortville Business Park on September 25, 2003 as Instrument No. 030020402, in the Office of the Recorder of Hancock County, Indiana ("Declaration") for The Fortville Business Park, legally described on Exhibit A attached hereto ("Development");

WHEREAS, Declarant desires to amend the Declaration to provide for the more efficient administration and development of the real estate within the Development; and

WHEREAS, the capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. Open Space Easement Areas. Section 3.4 of the Declaration shall be amended by adding the following paragraph:

While the Open Space Easement Areas consists of twenty (20) feet as described herein, if two (2) Lots in the Development abut each other with no obstructions, Streets or other interruptions of Open Space (excluding landscaping), instead of forty (40) feet of total Open Space resulting from the combined Open Space Easement Areas of the abutting lots, the Open Space Easement Area shall be a ten (10) foot area surrounding the abutting lots (only where they abut) starting at the interior edge of the required Drainage Easements creating twenty (20) feet of Open Space Easement Area between the two (2) abutting Lots. It is the intent of this paragraph that a total of twenty (20) feet of Open Space surround each lot, but for abutting Lots (where they abut), ten (10) feet of the twenty (20) required feet of Open Space Easement Area may include ten (10) feet of the Open Space Easement Area of the abutting lot.
2. **Access.** Section 9.12 of the Declaration is hereby amended to require that access used by trucks for delivery to an overhead door shall not be the same means of access utilized by employees or visitors of the Lot Owner or any business operating on the Lot.

3. **Trash Dumpster Location.** Section 11.6 of the Declaration is hereby amended to require that trash dumpsters be located in the rear portion of any Lot in the Development.

4. **Parking.** The Declaration is hereby amended to provide that each Lot shall set aside one nine (9) foot by twenty (20) foot parking space for each four hundred (400) square feet of floor space.

5. **Lighting.** The Declaration is hereby amended to provide that each building on a Lot shall have 360 degree lighting sufficient to illuminate the wall on each side of the building.

IN WITNESS WHEREOF, M.A.C. Park Properties, LLC and the Town of Fortville, Indiana, by its Redevelopment Commission have caused this First Amendment to Declaration of Covenants, Conditions and Restrictions of The Fortville Business Park to be executed this _____ day of September, 2003.

TOWN OF FORTVILLE, INDIANA
BY ITS REDEVELOPMENT COMMISSION

[Signature]
Shane J. Fithian, President

M.A.C. PARK PROPERTIES, LLC.

[Signature]
Michael A. Crouse, Sr., President
Fortville Feeders, Inc., Manager
STATE OF INDIANA )
COUNTY OF HANCOCK )

Before me, a Notary Public in and for said County and State, personally appeared Michael A., Crouse, Sr., President of Fortville Feeders, Inc., Manager of M.A.C. Park Properties, LLC, and acknowledged his execution of the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions on behalf of said Manager.

WITNESS my hand and Notarial Seal this ___ day of September, 2003.

signature of Notary Public
Printed Name: _____________________________

My Commission Expires: ____________________
My County of Residence: ____________________

STATE OF INDIANA )
COUNTY OF HANCOCK )

Before me, a Notary Public in and for said County and State, personally appeared Shane Fithian, President of the Town of Fortville, Indiana Redevelopment Commission and acknowledged his execution of the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions on behalf of said Commission.

WITNESS my hand and Notarial Seal this 24th day of September, 2003.

Signature of Notary Public
Printed Name: Denise S. Haws

My Commission Expires: 7/23/09
My County of Residence: Hamilton

This document prepared by Brian C. Fritts, Krieg DeVault LLP, 2800 One Indiana Square, Indianapolis, Indiana 46204-2079.
2. **Access.** Section 9.12 of the Declaration is hereby amended to require that access used by trucks for delivery to an overhead door shall not be the same means of access utilized by employees or visitors of the Lot Owner or any business operating on the Lot.

3. **Trash Dumpster Location.** Section 11.6 of the Declaration is hereby amended to require that trash dumpsters be located in the rear portion of any Lot in the Development.

4. **Parking.** The Declaration is hereby amended to provide that each Lot shall set aside one nine (9) foot by twenty (20) foot parking space for each four hundred (400) square feet of floor space.

5. **Lighting.** The Declaration is hereby amended to provide that each building on a Lot shall have 360 degree lighting sufficient to illuminate the wall on each side of the building.

IN WITNESS WHEREOF, M.A.C. Park Properties, LLC and the Town of Fortville, Indiana, by its Redevelopment Commission have caused this First Amendment to Declaration of Covenants, Conditions and Restrictions of The Fortville Business Park to be executed this 22nd day of September, 2003.

TOWN OF FORTVILLE, INDIANA
BY ITS REDEVELOPMENT COMMISSION

M.A.C. PARK PROPERTIES, LLC.

Shane J. Fithian, President

Michael A. Crouse, Sr., President
Fortville Feeders, Inc., Manager
STATE OF INDIANA  
COUNTY OF HANCOCK  

Before me, a Notary Public in and for said County and State, personally appeared Michael A., Crouse, Sr., President of Fortville Feeders, Inc., Manager of M.A.C. Park Properties, LLC, and acknowledged his execution of the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions on behalf of said Manager.

WITNESS my hand and Notarial Seal this 22nd day of September, 2003.

[Signature]
Printed Name:  [Print Name]
My County of Residence:  Hancock

STATE OF INDIANA  
COUNTY OF HANCOCK  

Before me, a Notary Public in and for said County and State, personally appeared Shane Fithian, President of the Town of Fortville, Indiana Redevelopment Commission and acknowledged his execution of the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions on behalf of said Commission.

WITNESS my hand and Notarial Seal this ___ day of September, 2003.

[Signature]
Printed Name:  [Print Name]

My Commission Expires:  11/25/09
My County of Residence:  

This document prepared by Brian C. Fritts, Krieg DeVault LLP, 2800 One Indiana Square, Indianapolis, Indiana 46204-2079.
EXHIBIT A

Legal Description

A part of the Southwest Quarter of Section 10, Township 17 North, Range 6 East located in Vernon Township, Hancock County, Indiana being described as follows:

Commencing at the brass plug at the Northeast corner of the Southwest Quarter of Section 10, Township 17 North, Range 6 East; thence North 90 degrees 00 minutes 00 seconds West (assumed bearing) 660.69 feet along the North line of said Southwest Quarter to a mag nail at the point of beginning of this description; thence South 00 degrees 58 minutes 20 seconds West 221.74 feet to a 5/8” iron rod with yellow cap stamped Miller Surveying; thence North 90 degrees 00 minutes 00 seconds East 107.53 feet to a 5/8” iron rod with yellow cap stamped Miller Surveying; thence South 00 degrees 58 minutes 20 seconds West 1104.31 feet to a 5/8” iron rod with yellow cap stamped Miller Surveying; thence South 89 degrees 57 minutes 07 seconds West 107.53 feet to a 5/8” iron rod with yellow cap stamped Miller Surveying; thence South 00 degrees 58 minutes 20 seconds West 2.96 feet to a 5/8” iron rod with yellow cap stamped Miller Surveying on the South line of the Northeast Quarter of said Southwest Quarter; thence South 89 degrees 59 minutes 02 seconds West 656.92 feet to a 5/8” iron rod with yellow cap stamped Miller Surveying at the Southwest corner of the Northeast Quarter of said Southwest Quarter (as established by the plat of Nelson Industrial Park recorded as Instrument No. 88-6743 in the Office of the Recorder of Hancock County, Indiana). Said 5/8” iron rod with yellow cap stamped Miller Surveying being North 00 degrees 49 minutes 17 seconds East 1327.32 feet from a brass plug at the Southwest corner of the Southeast Quarter of said Southwest Quarter; thence North 00 degrees 49 minutes 17 seconds East 1079.23 feet, more or less, along the West line of the Northeast Quarter of said Southwest Quarter as established by said plat of Nelson Industrial Park to a 5/8” iron rod with yellow cap stamped Miller Surveying, said 5/8” iron rod with yellow cap stamped Miller Surveying being South 00 degrees 49 minutes 17 seconds West 250.00 feet from the North line of said Southwest Quarter, said 5/8” iron rod with yellow cap stamped Miller Surveying also being north 00 degrees 49 minutes 17 seconds East from a ½” iron rod at the Northeast corner of Lot #1 in said Nelson Industrial Park; thence North 90 degrees 00 minutes 00 seconds East 116.63 feet parallel with the North line of said Southwest Quarter; thence North 00 degrees 53 minutes 09 seconds East 250.00 feet to a mag nail on the North line of said Southwest Quarter; thence North 90 degrees 00 minutes 00 seconds East 543.51 feet to the point of beginning containing 22.15 acres, more or less.
DEDICATION AND CONVEYANCE OF REAL ESTATE FOR RIGHT OF WAY PURPOSES TO TOWN OF FORTVILLE, INDIANA

THIS INDENTURE WITNESSETH, that M.A.C. Park Properties, LLC ("Grantor"), an Indiana limited liability company, hereby CONVEYS and DEDICATES to the Public and particularly to the Town of Fortville, Indiana through its Redevelopment Commission ("Grantee"), the real estate, including, without limitation, all roads, rights-of-way, streets, and utilities, located in Hancock County, Indiana, within the Fortville Business Park ("Development"), and as legally described on Exhibit A and as schematically illustrated on Exhibit B, both attached hereto and made a part hereof; provided, however, excluding the approximately .31 acres of Non-Condemnation Area described in the Option to Purchase Real Estate between the Town of Fortville, Indiana and M.A.C. Park Properties, LLC, dated the 17th day of April, 2003, and set forth as Common Area A in the Plat of the Development, recorded on the 26th day of September, 2003 in the Office of the Recorder of Hancock County, Indiana.

The undersigned person executing this Dedication on behalf of Grantor represents and certifies that he is the duly elected and acting President of Fortville Feeders, Inc., Manager of Grantor, and has been fully empowered by all necessary action to execute and deliver this Dedication; that Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

This Dedication is made subject to all existing encumbrances, easements and rights-of-way.

IN WITNESS WHEREOF, Grantor has caused this Dedication to be executed this 6th day of October, 2003.

M.A.C. PARK PROPERTIES, LLC

By: _________________________
    Michael A. Crouse, Sr., President
    Fortville Feeders, Inc., Manager

D D U L Y  E N T E R E D
F O R  T A X A T I O N

O C T 1 0  2 0 0 3

Auditor of Hancock County
STATE OF INDIANA )
COUNTY OF HANCOCK )

Before me, a Notary Public in and for said County and State, personally appeared Michael A. Crouse, Sr., the President of Fortville Feeders, Inc., Manager of M.A.C. Park Properties, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Dedication for and on behalf of said Manager.

Witness my hand and Notarial Seal this 1st day of October, 2003.

My Commission Expires: 11-25-09

My County of Residence: Hancock

Notary Public

Julie Cory

Mailing Address of Grantee: Fortville Redevelopment Commission, 714 East Broadway Street, Fortville, Indiana 46040, Attn: Shane J. Fithian, President.

This instrument was prepared by and should be returned to: Brian C. Fritts, Esq., KRIEG DeVVAULT LLP, One Indiana Square, Suite 2800, Indianapolis, Indiana 46204-2079.
PROPOSED RIGHT OF WAY DEDICATION

A PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 6 EAST LOCATED IN VERNON TOWNSHIP, HANCOCK COUNTY, INDIANA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS PLUG AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 6 EAST; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (ASSUMED BEARING) 660.69 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO A MAG NAIL AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 00 DEGREES 58 MINUTES 20 SECONDS WEST 30.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 237.79 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 17 SECONDS WEST 784.91 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 02 SECONDS EAST 165.36 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 20 SECONDS WEST 75.01 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 02 SECONDS WEST 587.70 FEET TO THE EAST LINE OF NELSON INDUSTRIAL PARK AS DESCRIBED IN INSTRUMENT #88-6743; THENCE NORTH 00 DEGREES 49 MINUTES 17 SECONDS EAST 75.01 FEET ALONG THE EAST LINE OF SAID PLAT; THENCE SOUTH 89 DEGREES 59 MINUTES 02 SECONDS EAST 347.54 FEET; THENCE NORTH 00 DEGREES 49 MINUTES 17 SECONDS EAST 784.93 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 230.66 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 09 SECONDS EAST 30.00 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 543.51 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. CONTAINING 2.737 ACRES, MORE OR LESS.

LELAND D. MILLER
REGISTERED JR.
STATE OF INDIANA

LELAND D. MILLER
S0083
OCTOBER 9, 2003
JOB #B28681
This subdivision consists of 3 lots numbered 1-3 inclusive, together with streets and easements shown hereon. The size of lots and width of streets and easements are shown in figures denoting feet and decimal parts thereof.
ACCEPTANCE

This is to certify that the foregoing and attached Dedication and Conveyance of the real estate described in this Dedication to the Town of Fortville, Indiana through its Redevelopment Commission has been approved and accepted on behalf of the public for such purposes by the Redevelopment Commission of the Town of Fortville, Indiana.

The real estate described in the Dedication is hereby designated as an addition to the streets and public ways of the Town of Fortville, Indiana.

Witness the signature of the President of the Redevelopment Commission of the Town of Fortville, Indiana this 6 day of October, 2003.

TOWN OF FORTVILLE, INDIANA
BY ITS REDEVELOPMENT COMMISSION

Shane J. Fithian, President

STATE OF INDIANA )
COUNTY OF HANCOCK ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Shane M Fithian, the President of the Town of Fortville, Indiana Redevelopment Commission, who acknowledged the execution of the foregoing Dedication for and on behalf of said Commission.

Witness my hand and Notarial Seal this 6 day of October, 2003.

My Commission Expires: 7/23/09

Notary Public

My County of Residence: Hamilton

Printed

Denise S. Haws

Denise S. Haws