

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is made on February 27, 1995 by the LOUISVILLE AND JEFFERSON COUNTY RIVERPORT AUTHORITY, a body politic and corporate, with principal office located at 6900 Riverport Drive, Louisville, Kentucky 40258 (the "Riverport Authority").

WITNESSETH

A. The Riverport Authority (except as set forth in Section 11 below) owns the real property located in Jefferson County, Kentucky and described on Appendix A attached hereto and made a part hereof (herein referred to as the "Real Property" or the "Riverport Complex").

B. The Riverport Authority desires to make and impose the covenants, conditions, standards and restrictions hereinafter set forth upon the Real Property.

NOW, THEREFORE, the Riverport Authority does hereby make and impose upon the Real Property the covenants, conditions, standards and restrictions hereinafter set forth (herein collectively referred to as the "**restrictive covenants**" which restrictive covenants are in addition to any other restrictions, covenants, conditions and easements of record):

1. **PURPOSE.** The restrictive covenants are designed to:

Provide for the establishment and enforcement of site development and environmental standards for the Riverport Complex in order to benefit the Real Property and to improve and maintain the quality of the environment in areas within and adjacent to it;

Supplement existing regulations of federal, state and local regulatory agencies, but in no way alter or amend them;

Assure the erection of attractive improvements on building sites within the Riverport Complex; and

Promote the application of proper planning and of architectural and landscape design techniques within the Riverport Complex in order to ensure that the Riverport Complex will attain and maintain a high environmental and aesthetic character.

2. **ACCEPTANCE OF RESTRICTIONS AND STANDARDS.** To carry out the foregoing purpose, and to insure compliance with the restrictive covenants, all purchasers, owners and lessees of any portion of the Real Property and their respective heirs and assigns or successors in interest, by their respective contract, deed, or lease with the Riverport Authority, or with any party in the chain of title from the Riverport Authority, covenant and agree to become and remain bound by the restrictive covenants.

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3. **NATURE OF RESTRICTIVE COVENANTS.** The restrictive covenants are and shall be binding on all parties having any interest in any portion of the Real Property, but the restrictive covenants are and shall be personal to the Riverport Authority and are not intended to, and shall not, run with the land. The restrictive covenants, being personal to the Riverport Authority, shall be administered and enforced only by the Riverport Authority (or if it ceases to exist by its successor in interest) or its designated agent in the manner herein provided. If the Riverport Authority ceases to exist and there is no successor in interest, then the successor in interest shall be deemed to be County of Jefferson, Kentucky.

4. **ADMINISTRATION.** The restrictive covenants shall be administered by the Riverport Authority by and through its Board of Directors ("**Board**") or an appointed committee of the Board.

5. **POWERS AND DUTIES OF THE BOARD.** Any such appointed committee shall report to the full Board of the Riverport Authority and may report to any and all appropriate governmental agencies all alleged violations of the restrictive covenants. The Board shall not be responsible for investigating or enforcing violations of those restrictive covenants, standards or regulations which have been established and are subject to regulation by a federal, state or local governmental body or agency. Jurisdiction over the investigation and enforcement of such restrictive covenants, standards or regulations shall remain with such federal, state or local governmental body or agency.

Where the restrictive covenants establish standards in areas which are not subject to governmental standards or regulations, or where the restrictive covenants set forth herein are more restrictive than enacted governmental standards or regulations, the restrictive covenants shall govern and apply to the Real Property and operations within the Riverport Complex and shall be administered and enforced by the Riverport Authority through the Board.

Complaints of alleged violations of the restrictive covenants shall be investigated by the Board in the manner provided for in Section 8 below.

The Board shall utilize the Riverport staff and such agents and servants as may be necessary to carry out its responsibilities and duties hereunder.

The Chairman of the Board, or his appointed designee, shall present all complaints, committee investigations, findings, and recommendations to the Board of the Riverport Authority for final action.

6. **SITE DEVELOPMENT STANDARDS.** The following site development standards shall govern the use of the Real Property zoned for industrial or commercial uses. The Riverport Authority shall not sell or lease any portion of the Real Property to any person,

firm or organization unable or unwilling to meet these Site Development Standards.

6.1 Use of Building Sites. All building sites within the Riverport Complex shall be used for industrial or commercial purposes in accordance with applicable zoning and other regulations as set forth in the Development Code for Jefferson County, as may be amended ("**Development Code**"); no part of the Riverport Complex shall be used for commercial purposes except where such commercial use is specifically permitted by zoning regulation and designated by or approved in writing by the Riverport Authority.

Purchasers and lessees of land within the Riverport Complex agree not to use or allow the use of any trade or manufacturing which, according to the standards described herein, is noxious or offensive or the source of annoyance or nuisance to other occupants of the Riverport Complex or adjacent residential areas including but not limited to unsightliness, noise, or excessive emission of odors, fumes, smoke, dust, or noxious gases. No activity shall be carried on which may be or may become dangerous to public health or safety, or which may increase the fire insurance rating for adjoining or adjacent property, or for any purpose be in violation of the laws of the United States or of the Commonwealth of Kentucky.

6.2 District Development Plan. All property owners and lessees within the Riverport Complex shall file with the Louisville and Jefferson County Planning Commission a detailed District Development Plan in accordance with the Development Code.

6.3 Development Plans and Specifications Required. No site improvements (including, but not limited to, buildings, driveways, parking lots, loading docks, storage areas, fences, landscaping, and signs) shall be constructed, installed, erected, placed or altered until plans and building or construction specifications have been submitted to and approved in writing by the Riverport Authority and all other applicable governmental agencies. Such approval by the Riverport Authority shall be given on the basis of whether or not the proposed improvements are acceptable to the Riverport Authority as to density, design, materials, and fire safety, are in conformity and harmony of exterior design with existing structures in the Riverport Complex, are so located as not to adversely affect adjoining structures, uses or operations, and are compatible with existing topography, grade, and finished ground elevation of the building site.

The following information, as appropriate, shall be submitted to the Riverport Authority for its consideration of proposed improvements:

6.3.1 Site Development Plan - showing as appropriate but not limited to the location of buildings, driveways, driveway intersections, sidewalks, fences, loading docks, storage areas, parking areas and easements. The locations of existing wells and septic systems shall be shown. The plan shall show provisions which have been made for properly sealing and capping existing wells and for

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excavating and backfilling existing septic systems.

6.3.2 Grading Plan - showing as appropriate but not limited to the proposed site grading, building elevations, existing trees, storm drainage, and temporary and permanent soil and sediment erosion control measures to be implemented. Provided, however, that no soil shall be removed from the Riverport Complex except upon approval of the Riverport Authority.

6.3.3 Landscaping Plan - showing as appropriate but not limited to landscape design, surface contouring features, plant material, vegetative screens, lawns and planted ground cover areas. Landscaping guidelines on file with the Riverport Authority provide general criteria used by the Riverport Authority in reviewing landscaping plans.

6.3.4 Architectural Plans - showing as appropriate but not limited to exterior design of buildings and construction materials.

6.3.5 Sign Plan - showing as appropriate, but not limited to location, design, size, color, and lighting of exterior signs.

6.3.6 Report - In addition to appropriate plans and specifications for the proposed construction, a report shall be submitted to the Riverport Authority that describes the proposed manufacturing commercial or other operations in sufficient detail to permit evaluation of the extent of any noise, odor, glare, vibration, smoke, dust, gases, radioactivity, or liquid or solid wastes that may be generated.

All plans, specifications, and reports submitted to the Riverport Authority shall be properly stamped with the seal of an Architect, Engineer, or Landscape Architect, as may be legally registered and licensed.

6.4 Building Siting and Placement. The siting and placement of any building which may be erected on any lot in the Riverport Complex (after having been approved in writing by the Riverport Authority) shall be in compliance with minimum setback distances and easements as designated on recorded plats for the Riverport Complex in the Office of the Clerk of Jefferson County, Kentucky.

6.5 Easements. Any and all purchasers of any portion of the Riverport Complex agree to execute all easements reasonably necessary and required by the Riverport Authority or a utility company for further development of the Riverport Complex provided, however, that any such easement shall not be deemed necessary if it would unreasonably interfere with the purchaser's intended use of such portion of the property. Reference to easements include those for electrical lines, gas, water, sewerage, drainage, telephone, railroad tracks and sidings. Such easements shall be permanent,

shall provide for adequate ingress and egress, shall provide reasonably necessary rights to remove or trim trees, and shall contain such limitations on construction or improvement of any kind on the easement as may be reasonably necessary.

6.6 Landscape Areas. Areas within building sites not occupied by structures, parking lots, driveways, or other improved facilities shall be landscaped by the owner or tenant with trees, lawns, shrubs, and ground covers according to plans approved in writing by the Riverport Authority (as herein required in subparagraph 6.3). Guidelines that establish general criteria for evaluation of landscape plans are on file with the Riverport Authority.

Property that adjoins land zoned for residential use shall have a minimum 50 foot yard requirement that will serve as a restricted buffer zone for preservation of significant existing vegetation and planting of vegetative buffer screens.

The landscape plan shall identify where earthen mounds have been installed by the Riverport Authority on the back of lots along existing residential areas and where trees have been planted by the Riverport Authority in the road right-of-way.

6.7 Building Construction Standards. Construction, alteration and/or additions to all buildings within the Riverport Complex shall meet the following standards and regulations:

6.7.1 Street sides of all buildings shall be of finished material. In addition, finished materials shall be used for a distance of forty feet (40') behind the building setback line as shown on the record plat. Finished materials are defined as face brick, glass, ornamental stone, architectural concrete cast in place, precast architectural concrete, or, if approved in writing by the Riverport Authority, other materials not less permanent or fireproof than such materials. In the event of a dispute as to whether or not a particular material qualifies as "finished material", the decision of the Riverport Authority shall be final.

6.7.2 All exposed surfaces shall be painted, stained, or varnished within sixty (60) days from the date of occupancy except those materials not normally painted or those materials which have been prefinished.

All buildings shall be constructed in accordance with applicable codes and ordinances of local governmental bodies but shall in addition be constructed with high quality materials and in a manner so as to have the ability to withstand the normal causes of deterioration with normal maintenance procedures.

Color and style of all painting or other exterior treatment shall be compatible with that of adjacent structures.

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6.8 Parking. Employee and visitor parking shall be provided on the premises by the property owner or lessee and no parking will be permitted on any publicly dedicated street in the Riverport Complex. Front yard and street side yard parking is restricted to visitor and executive parking only and the size of the visitor parking lot shall be restricted to that necessary to accommodate a reasonable number of visitors' automobiles considering the building in question. The visitor and executive parking area may be located within the building setback limit and shall be screened by landscaping or architectural treatment in keeping with design of front elevation of building. The plans for such visitor parking must be approved in writing by the Riverport Authority.

Off-street parking shall be provided by the owner or lessee of each piece of property and shall be adequate to accommodate employees of or visitors to the business, loaded or empty trailers and freight cars, and any other vehicles that may be on the property. Such parking areas shall be paved with asphalt, concrete, or such other year-round surface material as may be approved in writing by the Riverport Authority.

6.9 Loading and Unloading. Loading and unloading areas shall be located at the rear of the building or on a side of the building and shall not face a publicly dedicated street except as may be permitted under the Development Code and in writing by the Riverport Authority.

Loading and unloading areas shall be paved with asphalt, concrete, or such other year-round surface materials as may be approved in writing by the Riverport Authority.

6.10 Fences and Walls. No fence, wall, or hedge shall be constructed or planted forward of the front elevation of the building or beyond the side elevation facing a side street of a building on a corner lot without approval in writing by the Riverport Authority.

6.11 Signs and Billboards. No billboard or advertising sign shall be permitted other than the following: (a) those identifying the name, business and products of the person or firm occupying the premises; and (b) those offering the premises for sale or lease, when specifically approved by the Riverport Authority in writing.

Signs and identification on buildings or building sites shall only be of such size, design, color, and location as approved in writing by the Riverport Authority.

Flashing or animated signs are expressly prohibited within the Riverport Complex.

Illuminated signs may be erected within the Riverport Complex. When bare incandescents are used in such signs, they may not exceed 15-watts; or when such signs are of the black-lighted type with fluorescent bulbs, or of the luminous background type, their maximum brightness shall not exceed 150 foot lamberts for signs within four

hundred feet (400') of a residential district.

Signs may be free-standing or permanently attached to the facade of the principal building of the site. No sign shall be erected on the roof of buildings. The top of free-standing signs shall be no higher than fifteen feet (15') above finished grade of the site, and those permanently affixed to the building shall be no higher than the roofline of the building to which it is attached.

6.12 Storage of Raw Materials or Finished Goods. Outside storage of raw materials or finished goods shall be screened when exposed to public view from the Greenbelt Highway or street in front of the property by a dense evergreen hedge, wall or fence. The location of such storage areas and design of the visual screen must be approved in writing by the Riverport Authority. Temporary storage may be allowed in areas not designated for storage or properly screened only upon written approval by Riverport Authority. This paragraph does not apply to temporary storage of materials to be used in construction or expansion of plant. Storage of junk or debris material is prohibited.

6.13 Sightliness of Premises Required. The owner or lessee of any tract within the Riverport Complex must at all times keep the premises, building, improvements, and appurtenances in a safe, clean and wholesome condition which complies in all respects with governmental health and police requirements. All landscaped areas, including the road right-of-way between the property line and the edge of pavement, shall be adequately and attractively maintained by the owner or occupant. Undergrowth, tall grass or weeds, debris, rubbish, trash, excess earth, industrial waste or garbage, and any other unsightly material shall be removed from the property by the owner or occupant.

6.14 Noise Mitigation Measures. As required under section 6.3.6, a report shall be submitted to the Riverport Authority describing noise mitigation measures incorporated in the design of each facility. The objective of such mitigation measures is to provide protection against unnecessary noise levels by the most cost - effective means. Appropriate architectural and mechanical/electrical engineering plans and specifications shall be included as part of the report. Noise Mitigation Guidelines are on file with the Riverport Authority and provide specific criteria to be used by the Riverport Authority in evaluating mitigation measures employed.

6.15 Vibration Mitigation Measures. The report submitted under section 6.3.6 shall identify mitigation measures employed to restrict transmitted vibrational energy from stationary mechanical equipment located within 1500 feet of a residential property boundary. Vibration Mitigation Guidelines are on file with the Riverport Authority and provide specific criteria to be used by the Authority in evaluating mitigation measures employed.

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7. **ENVIRONMENTAL STANDARDS.** The following environmental standards are hereby established and shall be observed by all persons and firms owning, occupying or using any portion of the Real Property or any improvement thereon. The Riverport Authority shall not sell or lease to any person, firm or organization unable or unwilling to meet these environmental standards.

7.1 **Air.** All regulations promulgated by the Air Pollution Control District of Jefferson County are incorporated into these environmental standards.

7.2 [Intentionally Deleted]

7.3 **Water.** All potable water used by occupants of land within the Riverport Complex shall be secured from a source approved by the Louisville and Jefferson County Department of Health and the Kentucky Department for Natural Resources and Environmental Protection. Non-potable water withdrawn from surface supplies or subsurface supplies shall be approved by the Kentucky Department for Natural Resources and Environmental Protection and by any federal, state or other governmental agency having jurisdiction in such matters.

The volume, quality and point of discharge of industrial and domestic wastewater by occupants of land within the Riverport Complex shall be in accordance with laws and regulations of the Louisville and Jefferson County Metropolitan Sewer District, the Commonwealth of Kentucky, the Ohio Valley Water Sanitation Commission, and any federal, state or other governmental agency having jurisdiction over such matters.

Storm drainage and surface runoff shall be segregated from any industrial or domestic wastewater collection system.

7.4 **Solid Wastes.** Rejected products, by-products, spent catalysts, waste sludge, garbage, trash, scrap, rubble, refuse and other such non-salvageable waste materials shall be permanently disposed of outside the Riverport Complex in a manner approved by the Louisville Jefferson County Department of Health and the Kentucky Department for Natural Resources and Environmental Protection so as not to pollute the air or surface runoff or ground waters, or cause odors or any unsightly appearance unless the Riverport Authority shall provide an industrial solid waste disposal facility within the Riverport Complex approved by said governmental agencies and any other governmental agencies having jurisdiction over such matters.

7.5 **Explosive and Flammable Materials.** The manufacture, transportation, storage and use of materials or products which decompose by detonation shall be conducted in accordance with the latest National Fire Protection Association Standards No. 495, "Code for Manufacture, Transportation, Storage, and Use of Explosives and Blasting Agents," and the rules and regulations governing explosives promulgated by the Commonwealth of Kentucky and other authorities having jurisdiction. Explosive materials

not covered by these standards and regulations shall be manufactured, stored or utilized no closer than 100 feet from a property line or 200 feet from the boundary line separating the Riverport Complex from a residential or commercial area.

The manufacture, transportation, utilization and storage of flammable materials within the Riverport Complex shall be conducted in accordance with generally accepted standards for safety and fire prevention. Such standards include the National Fire Codes, the Kentucky Fire codes, the appropriate standards of the American Petroleum Institute, the Manufacturing Chemists' Association, and other organizations that promulgate standards of good practice. The storage, utilization or manufacture of flammable gases or liquids having a flash point below 110°F shall not be permitted within 200 feet of the boundary line separating the Riverport Complex from residential or commercial areas immediately adjacent to the Riverport Complex, except when stored underground or in containers of 5,000 gallons or less above ground for which special regulations have been provided. When flammable gases are stored in a gaseous stage, the above limit in gallons shall be multiplied by thirty (30) to obtain the limit in cubic feet at 14.7 pounds per square inch absolute and 60°F.

Flammable liquids which may escape into any waste system shall be trapped and contained at a point within the boundaries of the plant or building using, manufacturing, transporting or storing such flammable liquids.

No flammable liquids shall be permitted in central waste collection and treatment systems.

Fuel oil storage tanks as part of the heating equipment of any structure located within the Riverport Complex shall be permitted only if located underground and in full compliance with rules and regulations of any governmental agency or agencies having jurisdiction over such matters, and at a depth and in a location approved in writing by the Riverport Authority.

Special attention is called to regulations of the Air Pollution Control District of Jefferson County specifically relating to the storage, handling, and disposal of volatile organic materials.

7.6 Noise. Noise levels, weighted or in octave bands, emitted from any plant, building or other structure, or any loading, unloading, manufacturing, assembly, or other operation performed outside such plants, buildings, or structures within the Riverport Complex shall conform to the performance standards set forth in the following section.

7.6.1 Performance Standards. The maximum octave band sound pressure levels allowable at residential property boundaries is presented in Tables 1 and 2. The data in Table 1 will be used for screening noise complaints, whereas Table 2 is intended for use by Acoustical Engineers or Consultants. A measured exceedance of any single

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noise level value in Table 1 for screening noise complaints or Table 2 when measured by Acoustical Engineers or Consultants using more precise equipment shall constitute a violation of the restrictive covenant.

TABLE 1

Maximum Sound Pressure Level Criteria Using
Screening Measurement Procedure

Maximum Octave Band (Sound Pressure Levels)

RE: 0.0002 Microbar

Center Frequency <u>(Hz.)</u>	Daytime Level, dB <u>7:00 am - 11:00 pm</u>	Nighttime Level, dB <u>11:00 am - 7:00 am</u>
31	84	79
63	74	71
125	67	62
250	61	55
500	57	49
1000	50	44
2000	42	39
4000	38	34
8000	34	30
A-Weighted Maximum Level	59dB (A)	53 dB (A)

- Notes:
1. The values in the above Table are maximum allowable limits as measured by screening personnel. The table already includes a tolerance for this purpose.
 2. Table applies to residential property line.
 3. Measure sound pressure levels with instrument on "slow" setting. If levels are nonsteady, refer to ANSI S1.1301971, Section 8, "Methods for the Measurement of Sound Pressure Levels."

TABLE 2

Maximum Sound Pressure Level Criterial Using
Engineering Measurement Procedure

Octave Band Sound Pressure Levels

RE: 0.0002 Microbar

Center Frequency (Hz.)	Daytime Level, dB 7:00 am - 11:00 pm	Nighttime Level, dB 11:00 am - 7:00 am
31	80	74
63	71	67
125	65	60
250	59	53
500	54	46
1000	48	40
2000	41	35
4000	36	30
8000	30	26

A-Weighted Maximum Statistical Sound Level

Re: 0.0002 Microbar

L 50	56 dB (A)	50 dB (A)
L 10	68 dB (A)	60 dB (A)

- Notes:
1. The values in the above Table are maximum allowable limits as measured by skilled acoustical personnel. This Table is to be used for noise control design criteria.
 2. Measurement procedure shall conform to ANSI S1.13-1971. Sound pressure levels are referenced to "slow" on the sound level meter.
 3. Table applies to residential property lines.
 4. Noise from vehicular traffic on the public roads is beyond the scope of this document.

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5. Statistical Data shall be based on a continuous 15 minute sample.

7.6.2.1 Screening Measurement Procedures. Screening measurements are intended to be accomplished by personnel with limited training and knowledge of acoustics. Personnel conducting the screening measurements shall be familiar with ANSI S1.13 - 1971, "Methods for the Measurement of Sound Pressure Levels" and the operating manuals of the instruments used.

The instrument to be used is as follows:

(a) The sound level meter shall conform to ANSI S 1.4 - 1971, "Specification for Sound Level Meter's, Type 1 (Precision). A microphone windscreen designated for the instrument shall be used for all outside measurements.

(b) The Octave Band filter set shall conform to ANSI S1.11 - 1966, Class 11 and shall be designed to be compatible with the sound level meter used.

(c) An acoustical calibrator is to be used which is compatible with the sound level meter and has an accuracy of ± 0.5 Db. The sound level meter shall be calibrated immediately prior to and after the acoustical measurements.

Measurements shall be performed in accordance with ANSI S1.13 - 1971 and the data is to be taken at the closest point on the property line of the complainant. Additional notes of the type of noise emission, its periods of operation, whether steady or unsteady, etc., shall be recorded to assist identification and analysis of the source(s).

Complete octave band and A-weighted noise level data shall be measured as shown in Table 1.

7.6.2.2 Engineering Measurement Procedures. Engineering measurements are to be accompanied by experienced acousticians, skilled in the acquisition of acoustical data in the field. All data taken will be fully in accordance with the screening measurement procedures in Section 7.6.2.1. Additionally, unweighted, precision analog tape recordings of at least 15 minutes in length, complete with acoustical calibration signals, shall be made at the site suitable for future acoustical analysis. It is not acceptable, however, to use tape recording techniques in lieu of manual data readings in the field.

Data to be supplied in the report shall be in the form of statistical analysis of A-weighted sound levels including L and L decile values. The statistical analysis shall be based on a data sample length of at least 15 minutes or several noise source operations, whichever is greater. One-third octave band spectra of the identified source(s) shall also be included. If tones are generated, a narrow band analysis shall

be made. If the alleged violation is a result of extenuating circumstances not previously recognized, the report shall thoroughly document this.

Recommendations shall be made by the Acoustical Consultant in the form of practical, cost-effective solutions which will ensure that the noise levels in Table 2 are not exceeded.

7.7 Vibration.

7.7.1 Performance Criteria and Measurement. Excessive ground vibration levels will be measured on a complaint basis by driving a 5 foot metal stake (e.g. a steel pipe) into the soil at the nearest point on the property line of the complainant. The maximum vibration level (unweighted) shall be 0.001 G's.

If this upper limit is exceeded, a spectral analysis shall be performed by a noise and vibration engineer or consultant to determine the source of the excessive vibration.

7.8 Soil Erosion and Sediment Control. The grading plan, as herein designated in subparagraph 6.3.2, shall include provisions for temporary and permanent measures for soil erosion and sediment control and shall consider all factors which contribute to erosion and sedimentation including, but not limited to, the following:

1. Topographic features of the site.
2. Types, depth, and slope of the soils.
3. Proposed alteration to the site.
4. Amount of runoff from the site and the upstream watershed area.
5. Staging of earthmoving activities.
6. Temporary control measures and facilities for use during earthmoving.
7. Permanent control measures and facilities for long-term protection.
8. A maintenance program for the control facilities, including disposal of materials removed from the control facilities or site.

In preparation of the grading plan, consideration shall be given to limiting exposed areas by planning earthmoving activities in such a manner as to minimize the areal extent of disturbed land. Where possible, surface water shall be diverted away from the project area by use of diversion terraces. All slopes, channels, ditches or other disturbed

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disturbed area shall be stabilized as soon as possible after final earth moving has been completed. Where it is not possible to stabilize permanently a disturbed area immediately after the final earthmoving has been completed or where the activity ceases for more than 30 days, interim stabilization measures shall be implemented promptly. Existing, temporary, and permanent protective vegetation cover should be emphasized. Sediment basins below high sediment producing areas shall be planned, installed, and maintained to catch and trap excessive sediment from the development site.

7.9 Glare. Any operation or activity performed within the Riverport Complex which produces intense glare shall be conducted so that direct and indirect illumination from the source shall not exceed 0.2 foot-candles in any residential area. The intrinsic brightness of all unshielded sources shall not exceed a maximum intensity of 50 foot-candles per square centimeter. Flickering and intense sources of light shall be shielded or controlled so as not to cause a nuisance across property lines.

7.10 Radioactive Materials. The manufacture, use, storage and disposal of radioactive materials within the Riverport Authority shall comply with the regulations established by the Atomic Energy Commission and the Commonwealth of Kentucky and such other regulations established by any other governmental agency having jurisdiction over such matters and which by law apply to the Riverport Complex.

7.11 Visual. All physical development of individual properties located in the Riverport Complex shall be completed in accord with the original site, building, and landscaping plans called for by subparagraph 6.3 except for changes approved in writing by the Riverport Authority and any other affected public agencies. Such physical development shall at all times be properly maintained so as to assure the continuing attractiveness and sightliness of the Riverport Complex.

Improper maintenance shall include, but is not limited to the following:

Structures -

Gaps and holes caused by breakage in exterior surface of buildings and foundations,

Broken or cracked window panes,

Missing shingles and other signs of roof disrepair,

Surroundings -

Improper drainage which causes creation of pools of water,

Unmowed and/or untended lawn areas,

Dead or diseased flowers, groundcover, shrubs, or trees,

Garbage, rubbish, trash, and litter accumulations,

Holes in concrete or asphalt or sidewalks, parking lots and loading or unloading areas,

Haphazard, improper pruning and trimming of trees and border plantings,

Bare or eroded area in the side and back yards,

Unkept shrubs and hedges used as screen or bufferstrip plantings.

Vegetative screens or fences and similar enclosures installed by the Riverport Authority during development shall be maintained by the property owner or lessee. Any dead or dying plants of vegetative screens shall be removed and replaced by the property owner or lessee in such a fashion as to maintain a vegetative screen providing a visual barrier extending above eye level between any property in the Riverport Complex and any adjacent residential area. All fences and similar enclosures shall be maintained and repaired by the affected property owner or lessee. Replacement of such fences shall be made by the property owner or lessee and such replacements shall be of the original style, design and construction.

7.12 Hazardous Material Spill Control Plan. Each industry using or storing liquid or gaseous material in the Riverport Complex shall submit to the Riverport Authority a hazardous material spill control plan at least 30 days prior to start-up of a new process or operation in the plant. The spill plan is not intended to instruct on what action to perform but rather presents as many alternatives as needed for an adequate response to spill incidents.

The spill-handling plan shall include:

The chain of command during a spill. Individuals or organizations who are to be contacted in the event of a spill, such as plant superintendents, governmental agencies, prevention and control groups would be necessary to expedite containment and deposition.

Monitoring of possible spills of materials. Equipment will be automatically or visually inspected at regular intervals by plant personnel to detect spills. Process room gages, recorders and alarms are all monitoring equipment. Equipment containing materials with strong odors are considered monitored for spills if plant personnel can immediately detect leaks by their doors.

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Identification of all equipment and contents. Schematics of critical plant processes shall be included showing the flow of materials from one piece of equipment to another, particularly where sufficient volume of material is located to constitute a potential spill problem. Where appropriate, a site map shall be included showing the location of all equipment on the process flow sheet, maximum volumes, material in the equipment and geographic boundaries for spill responsibilities.

Hazards of materials that comprise potential spills. A chemical effects list shall be included, indicating for each material the environmentally important physical, chemical biological and toxicological properties in addition to health effects.

Equipment availability for containment and deposition alternatives in response to a spill. The first part, containment alternatives, shall be a list of containments that occur in sequential order as the spill increases and which order the containments would be utilized if a particular piece of equipment were to spill its contents. A deposition alternative list would be pieces of equipment that are considered alternative places of material deposition.

8. **ENFORCEMENT.** The powers and duties of the Board relative to the enforcement and administration of the restrictive covenants shall in no way be deemed to supersede, replace, or amend the power and authority of any applicable government agency to enforce its own regulations within the Riverport Complex in accordance with the proper and usual procedures of such agency.

Any owner or lessee of land within Riverport may file with the President of Riverport, a written complaint alleging the violation of any applicable government rule or regulation or of the restrictive covenants. Such complaints shall be made in writing to the President and shall specify the time, nature and place of such alleged violation.

Promptly after receipt of such complaint, the President shall present the alleged violation to the Board or its appointed committee and/or the appropriate federal, state or local governmental agency having jurisdiction over the matter. If there is no federal, state or local governmental agency who has jurisdiction over the alleged complaint, the Board or its appointed committee will conduct an investigation of the complaint. If there is another governmental agency who has jurisdiction over the alleged complaint, that agency will be requested to investigate the alleged complaint and notify the Riverport Authority of the findings and actions taken.

If the Board believes as a result of its investigation that a violation of these restrictive covenants has occurred, the Board shall give written notice, by certified mail, return receipt requested, or by other means assuring a signed receipt for such notice, to those responsible for the alleged violation.

Such notice shall (a) describe the particulars of the alleged violation and the reasons why the Board believes there is a violation, (b) specify a time period within which such alleged violation is to be corrected, (c) request an answer concerning the alleged violation within ten (10) days from receipt thereof by the responsible party, and (d) state that upon request of those responsible for the alleged violation additional technical determinations may be made and that a public hearing may be held before the Board to determine the existence of a violation and if the violation as alleged is ultimately found to exist, costs of any additional technical determinations which are requested and made will be paid by those responsible in addition to such other penalties as may be appropriate, and if it is ultimately determined that no violation exists, all such costs will be paid by the Riverport Authority.

If within the time period set in the notice, the alleged violation is corrected to the satisfaction of the Board, the Board shall note "Violation Corrected" on its copy of the notice and shall retain it in the records of the Riverport Authority.

If a reply is received within ten days of receipt of the notice indicating that the alleged violation will be corrected to the satisfaction of the Board, but that more time is required than was granted by the original notice, the Board may grant an extension of time if it deems such an extension warranted by the circumstances of the case, and if such an extension will not, in its opinion, cause imminent peril to life, health or property. In acting on such requests for extensions of time, the Board shall state in writing its reasons for granting or refusing to grant the extension and shall transmit the same by certified mail, return receipt requested, or by other means assuring a signed receipt, to those to whom original notice was sent.

If a reply is received within ten days of receipt of the notice requesting additional technical determinations be made, the Board may use experts whom they consider properly qualified to make the determinations.

The Board shall report the results of its investigations and determinations to the Complainant and to the person, firm or corporation alleged to be in violation of these standards.

If there is no reply to the Board within ten days of receipt of the notice, or if the violation is not corrected to the satisfaction of the Board within the time limit set, or if the responsible person denies that a violation exists, the Board shall order a public hearing to be held before it on the alleged violation as promptly as the circumstances shall warrant. The Board shall conduct such hearings so as to afford due process to all parties.

If the Board determines as a result of the hearing that a violation does in fact exist, the Board shall issue a cease and desist order directing the violation to be corrected within a specified time limit. To enforce its order and compliance with the restrictive

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covenant being violated, the Riverport Authority may prosecute a proceeding at law or in equity against the party or parties responsible for such violation to enjoin or prevent the continuance of such violation, to cause such violation to be removed, and/or to recover damages for such violations.

Any party claiming to be injured or aggrieved by the order of the Board may appeal from such order to the Jefferson Circuit Court. Such appeal shall be taken within thirty (30) days after the final order is issued by the Board. Any order not appealed within the thirty days shall be deemed to be final and binding upon all parties.

In addition to the rights and remedies herein provided to the Riverport Authority to enforce the restrictive covenants, the Riverport Authority shall also have all other rights and remedies available to it at law or in equity to enforce the restrictive covenants, all of which rights and remedies shall, to the full extent permitted by law, be cumulative.

Failure of the Riverport Authority to enforce any restrictive covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter or of the right to enforce any other restrictive covenant.

The Riverport Authority or its appointed agents may from time to time and at any reasonable hour or hours enter in or upon any public or private property within the Riverport Complex for the purpose of inspecting and investigating conditions relating to the compliance with or violation of these restrictive covenants and any other applicable standards or regulations.

9. **MODIFICATION AND AMENDMENT.** This Declaration of Restrictions may be modified or amended at any time, in whole or in part, by a majority vote of the Board of the Riverport Authority provided that such modification or amendment does not have the effect of making this Declaration of Restrictions less restrictive, and provided further that any such modification or amendment shall only apply prospectively and shall not have retroactive effect.

10. **SEVERABILITY.** If any phrase, clause, sentence, provision, paragraph, section, or part of the Declaration of Restrictions shall be judicially declared to be invalid or unconstitutional, the remaining phrases, clauses, sentences, provisions, paragraphs, sections, or parts hereto shall not be affected thereby, but shall remain in full force and effect.

11. **JOINDER BY OWNER.** CC Distribution Company of Virginia, Inc. owns a portion of the Real Property pursuant to a Deed dated November 14, 1994, of record in Deed Book 6525, Page 392, in the office of the Clerk of Jefferson County, Kentucky, which portion is described as Lot 132 on the plat of Riverport, Section 4, referred to in Appendix A. CC Distribution Company of Virginia, Inc. joins in this Declaration to submit that Lot 132 to this Declaration, and CC Distribution Company of Virginia, Inc. hereby

does submit that Lot 132 to this Declaration.

IN WITNESS WHEREOF, the Riverport Authority and CC Distribution Company of Virginia, Inc. by their duly authorized officers have executed this Declaration of Restrictions as the day, month and year first above written, but actually on the dates set forth in the notarial certificates below.

LOUISVILLE AND JEFFERSON COUNTY RIVERPORT AUTHORITY

By: C. Bruce Traugber
C. Bruce Traugber, President

CC DISTRIBUTION COMPANY OF VIRGINIA, INC.

By: Regina B. Cummins, J.
Title: V.P.

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for the Commonwealth and the County aforesaid, do hereby certify that the foregoing Declaration of Restrictions was this day produced before me and executed by C. Bruce Traugber, president of the Louisville and Jefferson County Riverport Authority, personally known by me to be such officer, who acknowledged said Declaration of Restrictions to be his free and voluntary act and deed as said officer and the free and voluntary act and deed of the Riverport Authority.

WITNESS my hand this 16th day of December, 1994.

My commission expires: August 26, 1996,

Rachel J. Hardesty
Notary Public, State-at-Large, KY



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STATE OF VIRGINIA

COUNTY OF HENRICO

I, the undersigned, a Notary Public in and for the State and the County aforesaid, do hereby certify that the foregoing Declaration of Restrictions was this day produced before me and executed by Benjamin Cummings as Vice President of CC Distribution Company of Virginia, Inc., a Virginia corporation, personally known by me to be such officer, who acknowledged said Declaration of Restrictions to be his free and voluntary act and deed as said officer and the free and voluntary act and deed of CC Distribution Company of Virginia, Inc.

WITNESS my hand this 04th day of January, 1995

My commission expires: 5/31/95

Jayce C. Woodson
Notary Public

The foregoing instrument was prepared by:

David Buechler
David B. Buechler
LYNCH, COX, GILMAN & MAHAN, P.S.C.
500 Meidinger Tower
Louisville, Kentucky 40202

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APPENDIX A TO
DECLARATION OF RESTRICTIONS
MADE BY THE LOUISVILLE AND JEFFERSON
COUNTY RIVERPORT AUTHORITY

The restrictive covenants, as defined in the Declaration of Restrictions, are made and imposed upon the following described Real Property.

BEING Lots 119 through 136 inclusive, as shown on the plat of Riverport, Section 4, of record in Plat and Subdivision Book 41, Page 65, in the office of the Clerk of Jefferson County, Kentucky.

Recorded In Plat Book

No. 41 Page 65

Part No. _____

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Document No: 1995021068
Lodged By: JEFFERSON CO RIVERPORT AU
Recorded On: Feb 27, 1995 02:20:33 P.M.
Total Fees: \$48.00
Transfer Tax: \$.00
County Clerk: Rebecca Jackson
Deputy Clerk: TERI

END OF DOCUMENT

[Handwritten mark]

