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STATE OF MICHIGAN
ST JOSEPH COUNTY
RECORDED
24 JUN 2003 1:02:13 PM
CYNTHIA L. JARRATT
REGISTER OF DEEDS

**DECLARATION
OF
PROTECTIVE COVENANTS**

THE FOLLOWING CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND EASEMENTS AFFECT PROPERTY IN THE THREE RIVERS AREA ENTERPRISE PARK SITUATED IN THE CITY OF THREE RIVERS, ST. JOSEPH COUNTY, MICHIGAN.

THIS DECLARATION is made by the Three Rivers Industrial Development Authority and all other owners of real property within the Three Rivers Area Enterprise Park.

RECITALS

The parties to this Declaration desire to subject the real property described in Article I of this Declaration to the conditions, covenants, restrictions, reservations, and easements set forth in this Declaration for the benefit of Three Rivers Area Enterprise Park and the owners of building sites within the Park.

NOW, THEREFORE, the parties to this Declaration declare that the real property described in Article I of this Declaration is and shall be held, transferred, sold, conveyed, and occupied subject to the following terms and conditions.

ARTICLE I

1.1 Definition of Terms.

"Building Site" means any lot or portion thereof upon which a building or buildings and appurtenant structures may be erected in the Park conformance with the requirements of these covenants.

"City" means the City of Three Rivers, a Michigan Municipal corporation, located in St. Joseph County.

"Improvements" mean and include any industrial or commercial buildings and out-buildings appurtenant thereto, parking areas, fences, walls, hedges, lawns, plantings, walkways, and any structure of any type or kind located above the ground in the Park.

*O'Malley Law Office
RC 578103
PK 11810357
PJB*



"Development Committee" or "Committee" means the Three Rivers Area Enterprise Park Development Committee under the provisions of this Declaration.

"Owners" means the person(s) or legal entity holding record title to a Building Site in the Park.

"Park" means the Three Rivers Area Enterprise Park as specifically identified in Section 1.2 of this Declaration.

"TRIDA" means the Three Rivers Industrial Development Authority

"Zoning Ordinance" means the City of Three Rivers Zoning Ordinance (Chapter 30 of the City Code) as it now exists or as it may be amended from time to time.

- 1.2 Property Subject to This Declaration. The real property which is and shall be conveyed, transferred, restricted, and sold subject to the conditions, covenants, restrictions, reservations, and easements of this Declaration is located in the City of Three Rivers, County of St. Joseph, State of Michigan, and is more particularly described on Schedule "A" attached to and made a part of this Declaration.

ARTICLE II

- 2.1 General Purposes of Declaration. The real property described in Schedule "A" to this Declaration is made subject to the conditions, covenants, restrictions, reservations, and easements of this Declaration for the following purposes:

- (A) to insure the proper use and appropriate development and improvement of each Building Site;
- (B) to protect the Owners of building sites against such improper use of surrounding Building Sites so as not to depreciate the value of their property;
- (C) to guard against the erection of structures of improper or unsuitable materials;
- (D) to encourage the erection of attractive buildings and improvements within the Park;
- (E) to prevent haphazard and inharmonious improvements of Building Sites;
- (F) to insure and maintain proper setbacks from streets and adequate open space between structures; and
- (G) in general to provide for high quality improvements within the Park.



ARTICLE III
General Restrictions.

3.1. Use Restrictions. Any use that is identified within the Zoning Ordinance as a "Permitted Use" or "Permitted Accessory Use" within the I-1 Light Industrial District and the 1-2 General Industry District may be permitted upon any Building Site within the Park, except the following prohibited uses.

(A) Prohibited Uses. The following uses are specifically prohibited within the Park.

- (1) dwellings except for watchmen's or caretaker's quarters;
- (2) salvage yards and scrap processing;
- (3) cement, asphalt, lime, gypsum, or plaster of Paris manufacture;
- (4) distillation of bones, fat rendering, glue manufacture, garbage, offal, or dead animal reduction or dumping;
- (5) stockyards or slaughter of animals;
- (6) manufacture or storage of unreasonably dangerous materials;
- (7) soil, sand or gravel extraction or quarrying;
- (8) mini-storage warehouses; and
- (9) any other use which, in the sole discretion of the Development Committee, would adversely effect the general purposes of this Declaration as stated in Section 2.1 above.

3.2 Nuisance Prohibited. No Building Site shall be used for any purpose which would unreasonably or detrimentally impact neighboring properties within the Park.

3.3 No Outdoor Manufacturing. All permitted manufacturing and processing activities and uses in the Park shall be carried out in wholly-enclosed buildings.

3.4 Outdoor Storage. The outdoor storage of equipment, raw materials, semi-finished or finished products may be permitted only when such outdoor storage is necessary and incidental to permitted uses conducted on the Building Site. All storage shall be shielded by an obscuring barrier of a height that is at least one foot above the height of the stored material and of a type approved by the Development Committee and subject to the standards outlined in Section 3.6, entitled Improvement Standards.



3.5 Performance Standards.

- (A) Vibration, Shock, Noise, Heat, Glare or Other Disturbances. Unreasonable vibration, shock, noise, heat, glare and other disturbances shall not be permitted.
- (B) Air Pollution. All processes that produce smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmospheric pollutant shall be conducted within a completely enclosed building. The release of pollutants to the atmosphere shall not exceed the current or future standards established by State or Federal controlling agencies.
- (C) Dust Control. All ground areas not covered by structures shall be landscaped or surfaced with concrete, bituminous asphalt, or other comparable hard surface. Ground surfaces shall be properly drained and maintained in good condition free of weeds, dust, trash, and other debris.
- (D) Wastes. All non-hazardous solid waste material, debris, refuse, or garbage, shall be kept within a completely enclosed building or in screened, properly enclosed containers designated for that purpose. All liquid wastes containing any organic or toxic matter will be disposed of in a manner prescribed by the City of Three Rivers, the St. Joseph County Health Department and/or State controlling agency. All hazardous waste material will be stored and disposed of in a manner consistent with all local, state and federal laws.
- (E) Miscellaneous. Activities determined by the Development Committee to impose an adverse effect to health and safety of persons within the Park or on the property and improvements within the Park shall not be permitted.

3.6 Improvement Standards.

- (A) Building Coverage. The total of all buildings on the lot shall not cover an aggregate area of more than 30 percent of the site.
- (B) Front Yard Area. The minimum front yard building setback on any lot shall be 100 feet from the street right-of-way line. The Development Committee and the property owner shall jointly determine which street side frontage shall be the front yard on a corner lot. The other street side frontage shall be considered a side yard.
- (C) Side and Rear Yard Area. The minimum building setback from any side or rear property line shall be 35 feet, or a distance that is equal to the height of the building which ever is the greater distance. Side or rear property lines adjacent to a dedicated wetland area shall require only 10 feet setback from the property line.
- (D) Greenstrips. Each lot shall be provided with a greenstrip within each front, side and rear yard area. Front yard greenstrips shall begin at the right-of-way line and shall be a minimum of 30 feet in depth. Side and rear yard greenstrips shall begin at the property line and shall be a minimum of 15 feet in depth. Greenstrips shall be landscaped and maintained in accordance with the guidelines contained in this Section. Greenstrips may only be utilized or interrupted for access, pedestrian ways, landscaping and signs relating to building identification, public safety, and traffic control.



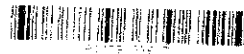
- (E) Off-street Parking. Each lot shall maintain off-street parking facilities in accordance with the standards of the Off-street Parking Requirements of the Zoning Ordinance. Parking may be located any place on the building site exclusive of required greenstrips. Where parking is established between a building and the required front yard greenstrip, it shall be screened by a living hedge or a combination of planting and earth berming not less than 5 feet in height. Front yard parking shall be limited to office employees and visitors.
- (F) Loading Spaces. The provision of off-street loading space shall conform to all the requirements of the Zoning Ordinance except that they shall be located on those sides of a building which do not front on a street. In the case of buildings located on corner lots, the Development Committee may approve loading spaces on the side of the building adjacent to the street if the loading spaces are landscaped and/or fenced in a manner so as to interrupt the view of the area.
- (G) Signs. The provision of on-premise signs for each building site shall be in conformance with the requirements of the Zoning Ordinance except that billboard signs and pylon signs are not permitted in the Park.
- (H) Utilities Services. All electrical and telephone connections and installations of wires to buildings shall be made underground from the nearest available power source. No transformer, electric, gas, or other meter of any type or other apparatus shall be located on any power pole. All utility infrastructure shall be adequately screened.
- (I) Building Construction. All buildings shall be of masonry, precast concrete, or factory finished metal construction. All office facades facing a street shall be constructed of brick, stone, fluted block, glass or similar decorative material. Wood may be utilized for decorative and non-structural porticos, canopies and other attachments. All metal buildings shall be constructed to the minimum requirements established by the Metal Building Manufacturers Association and all buildings shall be adequately protected on the interior and exterior from damage by vehicles and operations.
- (J) Landscaping. The entire building site not devoted to floor area, parking, outdoor storage, access ways, pedestrian ways, woodland or wetlands shall be landscaped with grass, canopy and coniferous trees, shrubs or other forms of low growing natural ground cover. Areas set aside for expansion shall be placed in grass and kept weed free. Any areas which become disturbed for any reason shall be restored as soon as practical. In approving a landscape plan, the Development Committee will be guided by the following;
- (1) Landscaping shall be installed within 12 months of completion of the building or structure.
 - (2) All landscaping shall be hardy plant materials and maintained in a neat and orderly manner. Withered and/or dead plant materials shall be replaced within a reasonable period of time but no longer than one growing season.
 - (3) Underground sprinkling systems shall be encouraged on private property where necessary to service landscaped areas and such areas shall be neatly maintained, including mowing, fertilizing and pruning.



- (4) Parking and loading areas shall be landscaped and/or fenced in such a manner as to interrupt the view of these areas.
 - (5) Corner lots are encouraged to provide appropriate landscaping and the appropriate landscaping shall be encouraged for both street frontages.
 - (6) The extensive use of cobble stones, crushed stones or other non-living material as a ground cover is discouraged.
 - (7) Where appropriate, the use of earthen berms is encouraged. Plantings should be grouped or clustered to provide the maximum visual effect.
 - (8) Adjoining property owners are urged to landscape adjacent side and rear yard greenstrips in a complimentary fashion.
 - (9) Landscape features installed should be designed and situated (a) to break the monotony of large expanses of parking area, (b) to protect lighting fixtures and fire hydrants and (c) to define access and circulation ways.
- (K) Fences. Fences and walls in front yards shall not exceed 1 ½ feet in height and shall be constructed of wood or masonry. Security fences not exceeding 8 feet in height may be constructed on the common property line abutting a side or rear yard or in any other location except a front yard. Fences adjacent to and within 50 feet of a street shall be landscaped with shrubs and vines.

Article IV
Development Committee

- 4.1 Development Committee. There shall be a Development Committee consisting of five (5) members until more than fifty (50%) percent of the acreage comprising Building Sites within the Park shall have been sold to persons or legal entities by TRIDA. The membership of the Development Committee shall consist of three (3) members of TRIDA and two (2) administrative officers of the City appointed by the City Manager.
- 4.2 Membership. When more than fifty (50%) percent of the acreage comprising Building Sites has been sold the membership of the Development Committee shall be selected as follows:
- (A) Each owner of a Building Site in the Park shall have one (1) vote for each acre of land owned by the owner with fractional acres exceeding one-half counted as one acre.
 - (B) No owner shall be entitled to elect more than two (2) members to the Development Committee. So long as TRIDA owns one acre or more of the Park, TRIDA shall be entitled to elect at least one (1) member to the Development Committee.
 - (C) In the month of December of each year, the secretary of the Development Committee shall solicit from each Owner nominations for appointment to the Development Committee. Nominations shall be submitted to the secretary of the Committee not later than December 31 of each year.
 - (D) Each Owner may vote for five (5) members. The top vote receivers shall be deemed elected



for the following year, subject to membership restrictions contained this Section 4.2.

- (E) In the event no Owner nominates candidates for election to the Development Committee, the Board of Directors of the TRIDA shall appoint three (3) members to the Development Committee and the City Manager of the City shall appoint two (2) administrative officers of the City to the Development Committee.
- 4.3 Powers of Committee. The Development Committee shall adopt reasonable rules to govern itself and maintain minutes of its meetings and records of its official acts.
- 4.4 Agents and Employees. The Development Committee shall have authority, upon the unanimous vote of the Development Committee, to employ and/or retain professional assistance in the maintenance and enforcement of these Declarations and the maintenance of improvements on Park areas held in common, and to apportion and assess the reasonable expense thereof among the Owners on the basis of their pro-rata ownership of all land within the Park.
- 4.5 Amendments. With the consent of the owners of three-fourths of the acreage in the Park, the Development Committee may modify or amend this Declaration of Protective Covenants.
- 4.6 Service of Process. Every Owner of land within the Park, by acceptance of a conveyance of a Building Site, consents to be liable for assessments authorized Pursuant to Section 4.3 and to the service of process by publication and the posting of notice on the Building Site owned if personal service within St. Joseph County, Michigan, cannot be made.
- 4.7 Election of Members. Elections or designations of Development Committee members shall be made annually on the second Monday in January, in accordance with this Declaration and rules adopted by the Development Committee. Upon failure of the Development Committee to hold an election or to perform any of its duties under this Declaration, any Owner shall be entitled to petition the Circuit Court for St. Joseph County, Michigan for such relief as may be appropriate under the circumstances.
- 4.8 Waivers. In order to provide for land uses and activities and implementation thereof that are not contemplated at the time of execution of this Declaration, the Development Committee shall, upon its unanimous vote, have the authority to waive or exempt any land use, activity or construction from the provision or provisions contained in this Declaration if the Development Committee determines that the use, activity or construction is harmonious and compatible with the existing uses and general quality of the existing character of the Park, provided, that all other requirements set forth in this Declaration not so waived or exempted shall be equally applicable to said use, activity or construction.

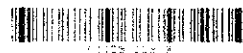
Article V

Development Plan Approval

- 5.1 Procedure. The following development plan approval procedure is intended to enable the Development Committee to make a finding that the proposed development plan is in conformity with the intent and provisions of this Declaration. Concurrent with the formal submittal of development plans to the City for approval under the terms of the Zoning Ordinance, and prior to the construction of any improvements, the plan for improvements shall also be submitted to the Development Committee for approval.



- (A) In making an application for development plan approval, the Applicant shall submit two copies of the development plan to the Development Committee. Within 15 days after submission, the Committee shall either approve or disapprove the development plan. In each case, the development plan submitted shall contain the following items and considerations.
- (1) site dimensions;
 - (2) all structures and buildings - location, size, height, proposed use, and location of doors;
 - (3) yards and open space;
 - (4) walls, fences, and landscaping and location and height thereof;
 - (5) access - pedestrian, vehicular, and service;
 - (6) off-street parking - location, number of spaces, and arrangement of internal circulation;
 - (7) off-street loading - location, number of spaces, arrangement, and internal circulation;
 - (8) signs - location, size, height, illumination, materials, wording, logo, and trademarks to be used;
 - (9) lighting - location, intensity, height, and shielding devices;
 - (10) landscape treatment - plant groupings and materials to be used;
 - (11) outdoor storage - location, screening materials, height, and use;
 - (12) waste disposal;
 - (13) drainage and grading plan;
 - (14) methods to be employed to control the transmission of dirt, dust, noise, odor, fumes, smoke, vibration, glare, or radio energy;
 - (15) location of easements - location, size, and pertinent engineering factors pertaining to all utilities including, but not limited to, communications transmission cables, water, sewer, storm sewer, electric transmission facilities, and railroads;
 - (16) building plans with adequate perspectives and/or elevations to facilitate review of their compatibility with existing developments,



- (17) recognition of the importance of providing amenities to the development and to the surrounding area; and
 - (18) other data that may be required to permit the Development Committee to determine compliance with this Declaration.
- 5.2 Compliance. Prior to the commencement of construction, all development plans shall in all ways conform to the standards of the Zoning Ordinance and these Declarations and all necessary approvals and permits for construction shall be obtained.

Article VI
Appeals

- 6.1 Zoning Appeals. In matters governed by the Zoning Ordinance, appeals for variances from provisions of Zoning Ordinance shall be heard by the Zoning Board of Appeals upon the prior written approval and recommendation of the Development Committee.
- 6.2 Development Committee Appeals. In matters where these Declarations exceed the requirements of the Zoning Ordinance, the Development Committee shall have the authority to grant the following variations:
- (A) Permit a variation in the Building Site area or yard requirements where there are unusual hardships and practical difficulties or unnecessary hardships in the application of these Declarations due to an irregular shape of the Building Sites, topographical or other conditions, provided the variation will not seriously affect any adjoining Building Sites, Park improvements or the general purposes of these Declarations;
 - (B) Authorize a variation from the strict application of these Declaration relating to construction or alteration of improvements when they would impose upon the Owner practical difficulties or unusual hardship as differentiated from a convenience in development and use of the Building Site.
- 6.3 Conditions and Limitations. In granting an appeal in whole or in part, the Development Committee may impose any limitation or design standard which it deems necessary to carry out the general purposes and intent of these Declarations.
- 6.4 Hearing and Notice. An appeal to the Development Committee shall be made in writing. The Committee shall hold a hearing on the appeal in Three Rivers City Hall at a time prescribed by the Committee after giving notice thereof at least 10 days prior to the hearing by certified mail to all Owners covered by these Declarations.



- 6.5 Vote Required. The affirmative vote of any three members of the Development Committee shall be required to grant an appeal in whole or in part, and the decision of the Committee shall be final.

Article VII

Duration of and Amendments to Declarations

- 7.1 Each of these Declarations shall continue and be binding upon the Owners and upon their heirs, personal representatives, successors and assigns for a period of 25 years from the date of recording of these Declarations, and shall automatically be continued thereafter for successive periods of 10 years each; provided, however, that the Owners of 75 percent of the Building Sites in the Park may release all or any part of the Park so restricted from any one or more of these Declarations or may amend these Declarations by executing and acknowledging an appropriate agreement in writing for that purpose and recording the agreement in the Office of the Register of Deeds for St. Joseph County, Michigan.

Article VIII

Enforcement of Declarations

- 8.1 Binding Covenant. These Declarations shall run with the land and bind the Owners, their heirs, personal representatives, successors and assigns, to conform to and observe these Declarations as to the use of Building Sites and the construction of improvements thereon within the park.
- 8.2 Enforcement by Owners. The Owners, or any one of them, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or enforce the observance of these Declarations in addition to the ordinary legal action for damages; and failure of the Owner of any Building Sites to enforce these Declarations at the time of any violation of these Declarations shall in no event be declared to be a waiver of the right to do so as to any subsequent violation. The violation of these Declarations shall not defeat or render invalid the lien or any mortgage or deed of trust made in good faith and for value.
- 8.3 Invalidation of Declarations. Invalidation of any one of these Declarations or any part of these Declaration by judgment or court order shall not affect any of the other provisions of these Declarations.

Article IX

Execution of Declaration

- 9.1 Date of Execution. The date of execution of this Declaration is the date on which the last party signs this Declaration in its final form. If the parties fail to insert the date of execution beneath their signatures below, then the date of execution is the date on which the TRIDA actually signs this Declaration.



IN WITNESS WHEREOF, the Owners have executed this Declaration of Protective Covenants to be effective as of the 2nd day of April, 2002.

Witnesses:

(as to The Accrete Company)

Alane M. Ploetner
Alane M. Ploetner

Thad Leinenbach
Thad Leinenbach

(as to KDF Fluid Treatment, Inc.)

Jennifer M. Gibson
Jennifer M. Gibson

Mary Mortan
Mary Mortan

(as to R. K. Hempel, L.L.C.)

Bruce C. Snook
~~Robert Lee Hempel, Jr. member~~ JAR
Bruce C. Snook

Sue Ann Rigdon
Sue Ann Rigdon

(as to James L. Ware and Kathryn M. Ware)

Rosalie M. Burton
Rosalie M. Burton

Ronald Seneske
RONALD SENESKE

(as to TRIDA)

Bruce C. Snook
Bruce C. Snook

Darlene M. Wagoner
Darlene M. Wagoner

THE ACCRETE COMPANY

By: John M. Segal
John M. Segal
Its MANAGING PARTNER

KDF FLUID TREATMENT, INC.

By: Issa Al-Kharasy
Issa Al-Kharasy
Its President

R. K. HEMPEL, L.L.C.

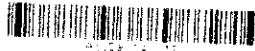
By: Robert Lee Hempel, Jr. member
Robert Lee Hempel, Jr.
Its _____

JAMES L. WARE and
KATHRYN M. WARE

James L. Ware
JAMES L. WARE
Kathryn M. Ware
KATHRYN M. WARE

THREE RIVERS INDUSTRIAL
DEVELOPMENT AUTHORITY

David H. Allen
By: David H. Allen, Its Chairman



STATE OF INDIANA)
COUNTY OF Dubois)SS

The foregoing Declaration of Protective Covenants was acknowledged before me this 2nd day of April, 2002 by John M. Segal, the Managing Partner of The Accrete Company, a partnership.

Carolyn S. Christmas
Notary Public: Carolyn S. Christmas
~~St. Joseph County, Michigan~~ Dubois County, IN
My Commission Expires: 8-8-08

STATE OF MICHIGAN)
COUNTY OF ST. JOSEPH)SS

Carolyn A. Christmas

The foregoing Declaration of Protective Covenants was acknowledged before me this _____ day of 3rd June, 2002 by Mr Robert Hempel the _____ of R. K. Hempel, L.L.C., a Michigan limited liability company.

Sue Ann Rigdon
Notary Public: Sue Ann Rigdon
St. Joseph County, Michigan
My Commission Expires: 6/6/04

STATE OF MICHIGAN)
COUNTY OF ST. JOSEPH)SS

The foregoing Declaration of Protective Covenants was acknowledged before me this 9th day of April, 2002 by ISSA AL-KHAROUSY, the President of KDF Fluid Treatment, Inc., a Michigan corporation.

JENNIFER M. GIBSON
Notary Public, St. Joseph County, MI
My Commission Expires 10/02/2002
Jennifer M. Gibson
Notary Public:
St. Joseph County, Michigan
My Commission Expires:



STATE OF MICHIGAN)
)SS
COUNTY OF ST. JOSEPH)

The foregoing Declaration of Protective Covenants was acknowledged before me this 31ST day of JULY, 2002 by James L. Ware and Kathryn Ware, husband and wife.

RONALD SCHESKE
Notary Public, St. Joseph Co., MI
Commission Expires Aug 31 2002

Ronald Scheske
Notary Public:
St. Joseph County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
)SS
COUNTY OF ST. JOSEPH)

The foregoing Declaration of Protective Covenants was acknowledged before me this 24th day of JANUARY, ~~2003~~ by David H. Allen, the Chairman of Three Rivers Industrial Development Authority on behalf of the Authority.

2003

PATRICK J. MONAHAN
NOTARY PUBLIC ST. JOSEPH CO., MI
MY COMMISSION EXPIRES Dec 9, 2004

Patrick J. Monahan
Notary Public:
St. Joseph County, Michigan
My Commission Expires: 12/9/2004

THIS INSTRUMENT PREPARED BY:
J. Patrick O'Malley, O'Malley Law Office, P.C.
801 Portage Avenue, Three Rivers, Michigan 49093



**ADDENDUM TO DECLARATION
OF
PROTECTIVE COVENANTS**

This Addendum is attached to and made a part of the foregoing Declaration of Protective Covenants entered into effective the 27th day of April, 2003, by and between THE ACCRETE COMPANY, KDF FLUID TREATMENT, INC., R. K. HEMPEL, L.L.C., JAMES L. WARE and KATHRYN M. WARE and THREE RIVERS INDUSTRIAL DEVELOPMENT AUTHORITY pertaining to restrictive covenants applicable to real property within the Three Rivers Area Enterprise Park.

Subsequent to the effective date of the Declaration of Protective Covenants it was determined that the lands originally owned by KDF FLUID TREATMENT, INC., had been transferred by quit-claim deed dated November 5, 1993 from KDF FLUID TREATMENT, INC., a Michigan corporation, of 120 South Washington Street, Constantine, Michigan 49042 to PRIME REAL ESTATE INVESTMENT CORPORATION, a Michigan corporation, with offices 123 North Main Street, Three Rivers, Michigan 49093 which deed was recorded on November 8, 1993 in Liber 688, page 871, St. Joseph County Records.

By this Addendum to the Declaration of Protective Covenants, PRIME REAL ESTATE INVESTMENT CORPORATION, by its duly authorized representative does hereby acknowledge that it is one of the owners as defined in Declaration of Protective Covenants and does hereby approve, confirm and accept all of the terms and conditions of the Declaration of Protective Covenants.

IN WITNESS WHEREOF, PRIME REAL ESTATE INVESTMENT CORPORATION has caused this Declaration of Protective Covenants to be duly executed on behalf of the corporation, this 27th day of April, 2003.

Witnesses:

PRIME REAL ESTATE INVESTMENT CORPORATION

By: Patrick J. Monahan
Patrick J. Monahan, Its Secretary



STATE OF MICHIGAN)
)SS
 COUNTY OF ST. JOSEPH)

The foregoing Addendum to Declaration of Protective Covenants was acknowledged before me this 27th day of April, 2003 by Patrick J. Monahan, the Secretary of Prime Real Estate Investment Corporation, a Michigan corporation, on behalf of the corporation.

Sue Ann Rigdon
 Notary Public: Sue Ann Rigdon
 St. Joseph County, Michigan
 My Commission Expires: 6/6/04

THIS INSTRUMENT PREPARED BY:
 J. Patrick O'Malley, O'Malley Law Office, P.C.
 801 Portage Avenue, Three Rivers, Michigan 49093



SCHEDULE "A"

PARENT PARCEL

That part of the South ½ of the Southwest Fractional ¼ of Section 19, Town 6 South, Range 11 West, City of Three Rivers, St. Joseph County, Michigan, and also that part of the Southeast ¼ of Section 24, Town 6 South, Range 12 West, City of Three Rivers, St. Joseph County, Michigan described as: Commencing at the East ¼ corner of said Section 24, Thence South 00°55'42" West 945.82 feet along the east line of said Section 24 to a point on the southerly right-of-way of the former New York Central Railroad (100 feet wide) for the PLACE OF BEGINNING OF THIS DESCRIPTION; Thence continuing South 00°55'42" West 578.82 feet along the east line of said Section 24 to a point which is 231.5 feet South 00°55'42" West from the northwest corner of the South ½ of the Southwest Fractional ¼ of said Section 19; Thence South 89°07'42" East (formerly described as North 89°57'30" East) 1386.00 feet parallel with the north line of said South ½ of the Southwest Fractional ¼ of Section 19 to the Southeast corner of Lincoln Avenue; Thence South 00°56'18" West (formerly described as South 00°06'30" East) 1098.20 feet to a point being on the South line of said Section 19, said point being 1386.00 feet South 89°14'08" East from the Southwest corner of said Section 19; Thence North 89°14'08" West (formerly described as South 89°56'04" West) 1386.00 feet along the South line of said Section 19 to the Southwest corner of said Section 19; Thence South 00°55'42" West 18.5 feet along the east line of said Section 24 to the Southeast corner of Said Section 24; Thence North 89°51'28" West 1908.75 feet along the south line of said Section 24 to a point on the easterly right-of-way of Highway US-131, said point being 60.0 feet perpendicular measure from the center line of the North Bound Lane of said Highway; Thence North 01°04'34" East 953.69 feet along said easterly right-of-way line to the southerly right-of-way line of the former New York Central Railroad; Thence North 68°54'56" East 2056.00 feet along the southerly right-of-way line of said former New York Central Railroad to the place of beginning. Containing 4,052,469.18 square feet (93.03 Acres).

LIST OF PARCELS DEEDED OFF PARENT PARCEL

PARCEL "A" (KDF FLUID TREATMENT, INC.)

Commencing at the Southeast corner of Section 24, Thence North 89°51'28" West 1,908.75 feet along the South line of said Section to the East right-of-way line of Highway U.S. 131, Thence North 1°04'34" East 653.69 feet along said line to the North right-of-way line of proposed William R. Monroe Boulevard; Thence South 89°51'28" East 400.00 feet along said right-of-way line, Thence South 1°04'34" West 17.00 feet along said right-of-way to the place of beginning of this description; Thence North 1°04'34" East 250.00 feet parallel with the East right-of-way line of Highway U.S. 131; Thence South 89°51'28" East 463.00 feet; Thence South 1°04'34" West 374.38 feet to the North right-of-way line of proposed William R. Monroe Boulevard (66.00 feet wide); Thence North 42°09'17" West 43.02 feet along said North right-of-way line; Thence continuing along said North right-of-way line, Northwesterly 235.62 feet along a 283.00 foot radius curve to the left having a



central angle of $47^{\circ}42'12''$ and a chord that bears North $66^{\circ}00'22''$ West 228.87 feet; Thence North $89^{\circ}51'28''$ West 222.70 feet along said North right-of-way line to the place of beginning.

Subject to an easement for ingress, egress and utilities over the West 33.00 feet thereof. Also, subject to an easement for ingress, egress and utilities over that part lying Westerly of a radial line drawn 50.00 feet from the Northwest corner of the above description. Also, subject to a proposed easement for public utilities over the South 10.0 feet thereof.

PARCEL "B" THE ACCRETE COMPANY

That part of the Southeast quarter of Section 24, Township 6 South, Range 12 West, Fabius Township, St. Joseph County, Michigan, now a part of the City of Three Rivers, described as follows:

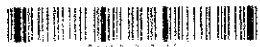
Commencing at the Southeast corner of said Section 24; Thence North $89^{\circ}51'28''$ West 1908.75 feet, along the South line of said Section, to the East right-of-way line of Highway U.S. 131; Thence North $1^{\circ}04'34''$ East 653.69 feet, along said East right-of-way line, to the North right-of-way line of William R. Monroe Boulevard for the Place of Beginning of this description; Thence South $89^{\circ}51'28''$ East 400.00 feet, along said North right-of-way line; Thence North $1^{\circ}04'34''$ East 456.37 feet, parallel with the East right-of-way line of Highway U.S. 131, to the South right-of-way line of the former New York Railroad (100 feet wide); Thence South $68^{\circ}54'56''$ West 431.85 feet, along said South right-of-way line, to the East right-of-way line of Highway U.S. 131; Thence South $1^{\circ}04'34''$ West 300.00 feet, along said East right-of-way line, to the place of beginning.

Subject to an easement for ingress, egress and utilities over the East 33 feet of the South 233 feet East of a radial line drawn 50' from a point 233 feet North $1^{\circ}04'34''$ East of the Southeast corner of subject premises and the South 10 feet of the subject property for ingress, egress and utilities purposes as shown on survey no. S-92499-2 by W.W. Engineering and Sciences, Inc. Also, subject to a proposed easement for public utilities over the South 10.0 feet thereof.

PARCEL "C" (JAMES L. WARE and KATHRYN M. WARE)

That part of the Southeast quarter of Section 24, Township 6 South, Range 12 West, Fabius Township, St. Joseph County, Michigan, now a part of the City of Three Rivers, described as follows:

Commencing at the Southeast corner of said Section 24; Thence North $89^{\circ}51'28''$ West 1908.76 feet along the South line of said Section 24 to the East right-of-way line of Highway U.S. 131; Thence North $01^{\circ}04'34''$ East, 653.69 feet along said line to the North right-of-way of William R. Monroe Boulevard; Thence South $89^{\circ}51'28''$ East, along the North line of William R. Monroe Boulevard, 400 feet; Thence North $01^{\circ}04'34''$ East, along the centerline of KDF Drive, 233.00 feet to the center of a 50 foot radius cul-de-sac;



Thence South 89°51'28" East 50 feet to an iron bar at the point of beginning of this description; Thence Northwesterly along said KDF Drive along a 50 foot radius curve to the left, an arc distance of 77.72 feet (said curve having a delta angle of 89°03'58" and subtended by a chord bearing North 44°23'27" West 70.73 feet) to an iron bar; Thence North 01°04'34" East 173.37 feet to an iron bar found; Thence North 68°54'56" East, along the Southerly line of the old railroad, 499.86 feet; Thence South 01°04'34" West 404.37 feet to an iron bar; Thence North 89°51'28" West 413.00 feet to the point of beginning.

This parcel contains 3.291 acres, more or less.

Subject to all easements and restrictions of record.

Also subject to an easement for public utilities across the Southwesterly 10 feet thereof along KDF Drive.

PARCEL "D" (R.K. HEMPEL, L.L.C.)

Commencing at the Southeast corner of Section 24, Township 6 South, Range 12 West; Thence North 89°51'28" West along the Section line, 1515.34 feet to a capped iron set at the point of beginning of this description; the boundary runs thence North 89°51'28" West along the Section line, 393.41 feet to a capped iron set on the East right-of-way line of Highway U.S. 131; Thence North 01°04'34" East along said right-of-way line 553.69 feet to a capped iron set on the South right-of-way line of William R. Monroe Boulevard; Thence South 89°51'28" East along said right-of-way line, 393.41 feet to a capped iron set; Thence South 01°04'34" West 553.69 feet to the point of beginning.

Subject to rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes for William R. Monroe Boulevard as disclosed by instrument recorded September 18, 1992, in Liber 655, Page 263, and re-recorded August 20, 1993, in Liber 681, Page 760.

Subject to covenants, conditions and restrictions of an instrument dated November 11, 1993 and recorded November 17, 1993, in Liber 689, Pages 626 thru 639, and a further instrument recorded September 10, 1957, in Liber 259 of Deeds, Page 577.