

F. No Improvement on any Building Site shall be permitted by the Owner of such Building Site to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished.

G. All planted grasses, trees, shrubs or other plantings shall consistently be maintained in a neat, orderly and healthy condition. All plantings and grass shall be kept free of weeds and debris, and shall be adequately fertilized and maintained.

3.15 Height Restrictions. No Improvement, including but not limited to, buildings, building appurtenances, water towers, standpipes, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain any building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts and antennas, or flagpoles shall exceed heights prescribed in the appropriate zoning ordinances.

ARTICLE IV

Operations Standards

4.1 Permitted Uses. Unless otherwise specifically prohibited herein or restricted by applicable zoning codes or other governmental regulations, any industrial, commercial and office operation and use will be permitted if performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to adjacent Building Sites. No Owner shall permit a nuisance to be created or maintained on its Building Site.

4.2 Damage to or Destruction of Improvements. Any Improvements on any Building Site damaged in whole or in part by fire, windstorm, tornado, vandalism, strike or civil disorder, or the like, shall be repaired and restored or replaced immediately, including the removal of debris, or should it be determined by the Owner thereof not to repair or replace such Improvement, then the Owner, at its expense, shall demolish and remove the damaged Improvement from its Building Site and thereafter maintain the Building Site in a graded, maintained condition until the Building Site is again improved in accordance with the provisions hereof.

4.3 Right to Enter. During reasonable business hours, the Developer or its authorized representatives, shall have the right to enter any Building Site, but not the insides of buildings, for the purpose of ascertaining whether the restrictions provided herein may have been violated. Any such entry shall constitute an authorized entry, and the Developer or its authorized representatives shall not be deemed guilty of trespass or constructive eviction by reason thereof.

ARTICLE V

Property Used in Common

5.1 Responsibility for Property Used in Common. The Developer shall operate and maintain the Property Used in Common; provided, however, that the Owner of any Building Site shall maintain all landscaping between the property line of its Building Site and the curb of any street. At the sole discretion of the Developer, any and all roads may be dedicated to the appropriate governmental authority.

5.2 Expenses of Property Used in Common. Each Owner of a Building Site shall defray the total expenses of the Developer for the operation, maintenance (including landscaping maintenance except as otherwise provided herein) repairs, replacements and services for the Property Used in Common and all Improvements thereon, including but not limited to, lighting, road resurfacing, trash removal, cleaning, insurance premiums, expenses of attendance, if any, and real property taxes.

0 4 2 8

4328 RV-2