

**RESTATED, RESTRICTIVE COVENANTS AND CONDITIONS  
PITTSBURG RESEARCH AND DEVELOPMENT PARK ADDITION**

The City of Pittsburg, Kansas, a municipal corporation, located in Crawford County, Kansas, being the owner of all the property and lots platted as Pittsburg Research and Development Park Addition, makes the following covenants and conditions restricting the uses to which said lots and property may be put and specifies that these covenants and conditions shall be and constitute covenants running with the lands so as to be binding upon all parties and all persons purchasing, transferring or conveying a legal interest therein, to wit:

The covenants and conditions contained herein shall run with the land and shall be binding and enforceable for a period of fifty (50) years from the date this instrument is recorded with the Office of the Register of Deeds, Crawford County, Kansas; after which such conditions and covenants shall be automatically extended for two (2) successive periods of twenty-five (25) years each, unless an instrument signed by the then owners of one hundred (100%) percent of the square footage of the Addition has been recorded agreeing to change the covenants and conditions in whole or in part.

1. All the improvements shall comply and not conflict with the health, life, safety, and building codes and the zoning ordinances of the City of Pittsburg, Kansas ("City") as amended and supplemented and in effect at the time.
2. During reasonable hours representatives of the City and/or any state or federal regulatory agency shall have the right to enter upon and inspect the property or lots and all improvements thereon for the purpose of ascertaining whether or not these conditions and covenants have been or are being complied with.
3. No use shall be made of the lots or property which will cause the City to violate applicable federal and state laws, water pollution control permits; the City's pre-treatment and other waste disposal ordinances; storm water discharge permits; and/or future environmental rules and regulations. In the event said lots or property are used in such a way as to cause the City to violate such permits, assurances, rules or regulations, the person or parties responsible for the same shall hold the City and its agents, employees, servants, and officers, harmless from any and all causes of action, claims, demands, fines, penalties, judgments, damages, costs, expenses, attorney fees, and liability as the result of the use of said lots or property; and, further, defend and indemnify the City against and for any and all causes of action, claims demands, fines, penalties, judgments, damages, losses, costs, expenses, and attorney fees alleged to have been caused by or due to such use of the lots or property.
4. No signs shall be permitted except permanent signs to identify the Park, other than those necessary for traffic directional or informational purposes, and those necessary to identify the use of the establishment. Signs for directional or informational purposes shall not exceed 6 square feet per sign and the top of the sign shall not exceed 6 feet above the finished grade. Signs necessary to identify an establishment shall be of similar design and materials as the building. In no event shall signs be permitted to be placed on roofs of any building or permanent structures. Banners, pennants, spinners and streamers shall not be permitted except such may be allowed for a grand opening or open house for not to exceed 7 consecutive days. Under no circumstances, shall signs or advertising material rotate, gyrate, or blink or move in any animated fashion, be a nuisance, or be unshielded.
5. No buildings other than accessory structures shall be constructed on the property or lots unless the front of the building faces the street. A minimum of fifty (50%) percent of the front of the building shall be covered with decorative building materials such as clay brick, tinted concrete block, textured concrete block, stucco, glass, wood, tinted or textured concrete panels, rock, exposed aggregate panels or similar materials; and a minimum of twenty-five (25%) percent of the side area of any such building facing a street shall be covered with said decorative materials.

All decorative building materials shall be compatible with the building colors hereinafter described. A building color guide of light, medium, and dark shades of earth tone, to include off white with shades going to gold and brown, shall be on file with the Building Official. A minimum of ninety (90%) percent of each building outside wall surface shall be restricted to the designated light and medium colors. The remaining ten (10%) percent or less of each building outside wall surface shall be restricted to one of the designated dark colors.

6. The land shall be improved with due regard to topography and drainage, so that the natural beauty of the land and vegetation shall be protected and enhanced and surface drainages properly channeled. All lot or property owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and to insure that sediments do not enter the natural drainage system.
7. All on-site utility service lines, including electrical, telephone, cable television or otherwise shall be placed underground and no such wires shall be placed on the exterior of any structure unless the same shall be underground or in a conduit attached to any side of a structure except the front. The only overhead lines allowed shall be along Centennial Drive and Rouse Street or the perimeter boundary of the Research and Development Park Addition. Any transformer or terminal equipment provided within or immediately adjacent to the lot shall be visibly screened from view from streets and adjacent properties, with appropriate screening material provided by, maintained by and at the sole cost and expense of the lot owner. Antenna heights microwave transmitting or receiving towers, or any tower of similar structure shall comply and not conflict with the building codes and the zoning ordinances of the City of Pittsburgh.
8. No trash, garbage, ashes, or other refuse, junk, vehicles in disrepair, underbrush, or other unsightly growths or objects shall be maintained or allowed on any lot or property. All fences and improvements shall be kept in a state of repair.
9. No boat, boat trailer, house trailer, horse trailer, automobile, recreational vehicle, truck, or other vehicle, or any part thereof shall be stored or permitted to remain on any property or lot unless the same is stored or placed in a garage or fully-enclosed space, except for temporary storage for a period not to exceed five (5) consecutive days in duration or automobiles, trucks or semi-trailers having current license and registration used on a regular basis by the lot owner.
10. No animals, livestock, or poultry shall be raised, bred, or kept on any lot or property except animals used for bona fide research, and kept within the confines of the building.
11. All equipment and machinery, including but not limited to, electrical and air conditioning units and towers and refuse collection containers placed outside of any improvement shall be concealed by decorative screening materials or landscaping; nor shall any materials, supplies, equipment or machinery be stored on the lots or property except inside a closed improvement or behind decorative screening materials or landscaping so that they are not visible from neighboring property or a public street. All refuse or outside storage areas shall be located to the rear of the building or to the side of a building, other than street side, at least three-fourths of the way from the front of the building.
12. If all or any portion of an improvement on the lots or property is damaged or destroyed by fire or other casualty, such destruction or damage shall be restored or repaired in a manner, which will substantially restore it to its appearance and condition immediately prior to the casualty or a reasonably attractive alternative thereto. Restoration or repairs shall be undertaken within sixty (60) days after the casualty occurs, and shall be completed within one hundred eighty (180) days following the casualty.
13. No well for the production of, or from which there may be produced, oil, gas or water shall be drilled or operated on any property or lot; nor shall any machinery, equipment or improvement be

placed, operated or maintained on such property in connection with or related to such oil, gas, or water activities.

14. No land or building shall be used for a purpose that creates, or operates in such a manner so as to create, a dangerous, injurious, noxious or otherwise objectionable fire, explosive or other hazard; noise or vibration; smoke, dust, dirt, odor or other form of air pollution; electrical or other disturbances; glare; or any substance, condition or element in any amount as to materially affect the surrounding area or premises; or which shall constitute a violation of any law of the United States, the State of Kansas or Crawford County or the City of Pittsburg or any regulation or ordinance promulgated hereafter.
15. No structure shall be erected, placed, altered or permitted to remain on any of such lots or property other than a permanent structure designed and used in a manner permitted by the City zoning ordinance(s) applicable to said land.
16. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be built, used or maintained on any lot or property within the Research and Development Park Addition at any time other than during the major remodeling or construction of buildings and other permanent structures on Park property.
17. All buildings or other permanent structures shall be constructed, placed and maintained in conformity with the platted setback lines and City zoning ordinances.
18. The gross lot coverage of buildings shall not exceed thirty (30%) percent of the gross lot area.
19. The height of all buildings or other permanent structures constructed on Park property shall not exceed 40 feet above finished grade.
20. Each lot must comprise at least one acre.
21. Should two or more abutting lots be now or hereafter owned by the same owner or owners, the owner shall be permitted, if allowed by City ordinance, to erect a building across the property line common to such lots and the construction of such building shall not be considered as a violation if the combined lots comply with adopted City ordinances. However, this provision shall not allow construction over a dedicated easement.
22. No two buildings situated on the same lot shall be located closer to one another than a distance of 20 feet; the distance shall be measured perpendicular to the face of said building.
23. Landscaping shall be placed and maintained within those portions of a lot improved by buildings, parking areas and the like, including the first 25 feet of the front yard setback, and side and rear setback areas not used for parking or drives or buildings. In no event shall less than ten (10%) percent of the total improved area be landscaped. If 20,000 square feet or more of parking area is constructed on a lot, then there shall be a landscaping area equal to not less than five (5%) percent of the parking area so situated within the parking areas as to soften the appearance of a contiguous paved parking area. The front, side, and rear yards of the lots or property shall be entirely graded and sodded or seeded with a combination of trees, grass, sod, ground cover and shrubbery except for those areas used for planting, storage, parking, drives or walks. Landscaping shall be designed so as to permit reasonable access to any and all public and private utility lines and easements situated on or adjacent to an owner's lot(s), for installation and repair. Landscaping shall be installed within 180 days of occupancy or completion of the building, whichever occurs first. This completion schedule shall be subject to weather conditions and time of year.

24. Placement of any equipment or machinery such as air conditioning units, heating or exhaust fans on the roof of any building or other permanent structure shall be screened from view.
25. No fence or wall shall be built or maintained in front of any building. Rear yard fencing shall not extend nearer than 15 feet to the front wall line of the building. Chain link fencing shall be permitted only to the rear of the building and along the side or rear of the building if not along the street side.
26. Each property owner shall maintain the property in a neat and attractive manner, keeping the premises in good repair. This shall include: (a) prompt removal of all litter, trash, refuse and waste; (b) lawn mowing; (c) tree and shrub pruning; (d) watering; (e) keeping exterior lighting and mechanical facilities in working order; (f) keeping landscape areas alive, free of weeds and attractive; (g) keeping parking areas, driveways and roads in good repair; (h) keeping exterior surfaces in good appearance; (i) maintaining signs, fencing, screening, sidewalks, streets, street lights and all other landscaped areas and unimproved areas; (j) complying with all government health and police requirements; (k) repair of exterior damage to improvements.

During construction, it shall be the responsibility of each lot owner to insure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner.

27. All present and future vehicle parking shall be constructed and maintained on the lot owner premises. The number of parking spaces to be included in the parking area shall conform to the Code of The City of Pittsburg, Kansas and all other applicable government regulations, including City policies and procedures. All such areas shall be paved with permanent surfacing materials such as asphalt or concrete. No parking area shall be allowed to be constructed within 25 feet from any public street right-of-way line. Parking areas for trucks and vans shall be provided at the rear of the building or at the side of the building within properly screened areas. No on street parking of any vehicles shall be permitted and parking areas shall be designated so as to insure that no on-street parking will occur.
28. All required screening within any lot in the Park shall be constructed of masonry, wood, or landscaped berms. If wood is used for screening, it must be stained. Any such screening shall also be landscaped with trees and/or shrubs.
29. No loading docks shall be permitted on the front of any building. No loading docks shall be permitted on the side of any building facing the street except where a lot is bound by streets on three or more sides. The loading docks shall be properly screened with the appropriate screening material so as not to be visible from public streets.
30. All exterior light fixtures shall be designed and placed to illuminate structures within the confinement of the lot boundary lines so as to screen the glare and light from adjoining properties.
31. In order to maintain landscaping and architectural compatibility, a primary consideration for the protection of the occupants of the Research and Development Park no building, fence, sign or other structure, landscaping or paving improvements shall be erected, placed or altered on any lot in the Park until the plans and specifications for the same and a site plan showing the location of such building fence, sign or other structure or landscaping or paving improvements shall have been approved in writing as to the quality of workmanship and materials, color coordination, conformity and harmony of architectural design with existing structures in the Park, and as to location of the buildings with respect to topography and finished elevations and as to conformity with all other provision of this declaration by the Planning and Zoning Commission. The plans and specifications to be submitted and approved shall include the following:
  - (a) A topographical plot showing existing contour grades and showing the location of all

improvements, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the lot contours is contemplated.

(b) Exterior elevations

(c) Exterior materials, colors, textures and shapes

(d) Structural design

(e) Landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation and ground cover

(f) Parking area and driveway plan

(g) Screening, including size, location and method

(h) Utility connections

(i) Exterior illumination, including location and method

(j) Signs, including size, shape, color, location and materials

32. The owner of every lot shall be a member of the Research and Development Park Association. The Association shall have one class of voting membership. The members shall be entitled to one vote for each full acre comprising the lot or lots owned. When more than one person holds an interest in any lot, votes for such lot shall be exercised as they among them determine, but in no event shall there be more than one vote per acre.

33. The Research and Development Park Association shall be governed by a Board of Directors initially consisting of three members appointed by the Pittsburgh City Commission and two members elected annually by the members of the Association. The Board of Directors shall set the date of such election from year to year. The Board of Directors shall select one of its members as Chairperson.

34. At such time as fifty-one (51%) percent of the acreage comprising the Park's lots has been conveyed to parties other than the City of Pittsburgh, the Board of Directors shall be elected at the next regular annual election as follows: three members shall be elected by the members of the Association and two members shall be appointed by the City Commission. At such time as one hundred (100%) percent of the acreage comprising the Park's lots has been conveyed to parties other than the City, the Association shall elect all five members of the Board of Directors at the next regular annual election.

35. No use shall be allowed on said lots or property except:

(a) research and development, including their corporate offices and light manufacturing to promote and refine products created during the research and development process. Research and development is defined as investigation in the natural and physical sciences or engineering and development as an extension of such investigation, with the objective of creating end products. Light manufacturing shall comprise no more than twenty-five (25%) percent of the building square footage; and

(b) national, regional or state headquarters of businesses which are involved in trade or commerce and have a minimum of five (5) employees and annual gross revenues of at least \$500,000.00.

PROVIDED, HOWEVER, in no event shall the sale of goods, merchandise, services, or wares to the general public, whether denominated as retail or wholesale, be allowed on any of said lots or property.

36. The term lot owner includes heirs, devisees, legatees, representatives, successors, lessees, and assigns of said owner. If the lot owner breaches, violates, neglects or fails to comply with any of the conditions or covenants herein, the City may charge said owner with a misdemeanor violation pursuant to the Ordinance referencing this instrument and passed and approved by the Governing Body contemporaneously herewith.

37. Should any lien, mortgage or deed of trust with respect to the lots or property be foreclosed, then the title acquired by such foreclosure, and the person or parties who thereby and thereafter become the owner or lessees of the lots or property, shall be subject to and bound by all the conditions and covenants contained in this instrument.
38. shall be lawful not only for the City but also any other owner of any lot or property within the Park to institute and prosecute proceedings at law or in equity against any person or parties responsible for violating or threatening to violate the conditions and covenants in this instrument. PROVIDED, HOWEVER, this authorization in favor of the City shall in no way interfere with the City's authority to enforce the conditions and covenants and to file charges pursuant to the Ordinance mentioned in paragraph 37.
39. After the date of recording this instrument, every person or other party who now or hereafter owns or acquires any right or interest in or to any portion of the lots or property made subject to this instrument, or in or to any improvements located thereon, is and shall be conclusively deemed to have consented and agreed to every covenant and condition contained herein, whether or not any mention to this instrument is referenced in the document by which such person or party acquired an interest in said property or lots.
40. Each and all of the covenants and conditions contained in this instrument shall be deemed and construed to be continuing. No waiver of a breach of any of the covenants and conditions contained in this instrument shall be construed to be a waiver of any other breach of the same, or other covenants or conditions; nor shall failure to enforce any one of such covenants or conditions or pursue any remedy herein be construed as a waiver of any other condition or covenant.
41. If any covenant or condition contained in this instrument, or any portion of any such covenant or condition, is held by a court of competent jurisdiction to be invalid or void, such invalidity or voidness shall in no way affect any other covenant or condition contained in this instrument.
42. All notices required or desired to be given pursuant to this instrument shall be in writing, and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes (a) upon City if a copy thereof be mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to City Clerk, City Hall, 201 West 4th Street, Pittsburg, Kansas, 66762; (b) upon lot owner, if a copy thereof be mailed by certified, registered mail, postage prepaid, return receipt requested, at the last known address of owner on file with the City Clerk. The City and lot owner may from time to time designate a different notice address within the continental United States by giving notice to the other of the change of address. All notices given by certified or registered mail shall be deemed duly given as of the date they are so mailed.
43. The Park may be advertised as and commonly known by a name other than Pittsburg Research and Development Park Addition
44. These Restated Restrictive Covenants and Conditions - Pittsburg Research and Development Park Addition amend, modify, and replace the Restrictive Covenants and Conditions - Pittsburg Research and Development Park Addition adopted by the Governing Body on the 24th day of June 1997.