

ELKHART COUNTY · BRISTOL, INDIANA

Bristol Innovation Park

DPUD

Protective Covenants and Restrictions

**PROTECTIVE COVENANTS AND RESTRICTIONS
BRISTOL INNOVATION PARK
Bristol, Indiana**

WHEREAS, Bristol Innovation Park, (hereinafter referred to as Developers) are the owners of the following described real estate, situated in Elkhart County, State of Indiana, known as **Bristol Innovation Park**. (see **Exhibit A, Site Plan**).

WHEREAS, the said Developers and the Town of Bristol desire to subject said property to the conditions, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel or lot thereof, and shall apply to and bind the successors in interest of any owner thereof, to insure proper use and appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to prevent hap-hazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets and adequate open spaces between structures; and, in general to provide adequately for quality of improvement of said property.

WHEREAS, the Developers and the Town of Bristol shall jointly appoint an Technical Review Committee ("TRC") to represent and administer the covenants and restrictions herein and shall determine, from time to time, the number of members and makeup of the TRC (no fewer than three) including appointments of Town Staff, Council Members, Owner's Representatives, Town Engineer, Residents of the Town or otherwise. The TRC shall use as the basis of their review the information provided herein or attached hereto as Exhibits A and B as well as the Town Construction Standards and the Development Standards adopted by the Town.

NOW, THEREFORE, the said Developers hereby declare that the real property hereinabove described is and shall be held, transferred, sold and conveyed and occupied subject to the conditions, covenants, restrictions, reservations, and easements hereinafter set forth:

1. **LAND USE RESTRICTIONS:** Must be in accordance with the Bristol Innovation Park DPUD Standards, the Additional Development Standards (see Exhibit B), and all applicable Town of Bristol Ordinances.
2. **REQUIRED SETBACKS:** Must be in accordance with the Bristol Innovation Park DPUD Standards, the Additional Development Standards (see Exhibit B), and the all applicable Town of Bristol Ordinances.
3. **ARCHITECTURAL STANDARDS AND CONSTRUCTION:** Buildings shall meet the standards as outlined in Exhibit B hereto and be erected, permitted, and placed on any part of said real estate in accordance with the Bristol Innovation Park DPUD Standards, the Additional Development Standards, and the all applicable Town of Bristol Ordinances. In addition, no excavations or excavating work shall be permitted on any part of said real estate, except excavations for the purpose of construction of buildings and tangible improvements including storm water management assets on such real estate immediately prior to and during the construction of such buildings and tangible improvements. No soil, sand, gravel, minerals, aggregate or earth materials shall be removed from said real estate except as a part of such excavations made for the purpose of construction of buildings and tangible improvements on said real estate. Tangible improvements include assets constructed in support of the end use planned for the site.
4. **LANDSCAPE STANDARDS:** Must meet the landscape standards of the Bristol Innovation Park DPUD Standards, Additional Development Standards and all applicable Town of Bristol Ordinances. Landscape designs shall be approved in writing by the Developer, the TRC, and the Elkhart County Planning Department Staff who shall have final discretion as to landscape plans, prior to the development of any building site. Such landscaping plans shall include

information regarding the type of sodding, the type of seeding, the type of trees, hedges and shrubs and information regarding other customary landscape treatment for the entire site. All landscaping shall be undertaken, completed and maintained in accordance with such approved plan and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the Elkhart County Planning Department Staff and the TRC. Further, all landscaping required hereunder or otherwise to be provided on any building site, shall be completed within one hundred and twenty (120) days after the substantial completion of construction of any building to be constructed on the building site; provided, however, if weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as weather conditions permit. If any Owner fails to undertake and complete his landscaping within the time limit previously set forth herein, the Developer and the Town of Bristol, his agents, at its option, after giving the Owner ten (10) days' written notice, undertake and complete the landscaping of the building site in accordance with the landscaping plan. If Developer undertakes and completes such landscaping because of the failure of Owner to complete the same, the costs of such landscaping shall be assessed against the Owner. All landscaping shall at all times be maintained in a well-manicured condition.

5. **BUFFERING ELEMENTS:** Buffering within the setback areas adjacent to existing residential land uses, the development of landscape mounding, and landscape buffering within the site setback areas shall commence when site grading within the building area of any part of the site begins, and will be finished prior to the commencement of any building foundation construction.
6. **PARKING LOT LANDSCAPING:** Must be in accordance with the Bristol Innovation Park DPUD Standards, the Additional Development Standards, and applicable Town of Bristol Ordinances.
7. **IRRIGATION:** Automatic irrigation systems shall be required for any Tract or other Property and shall be installed at least twelve (12) feet from roadway

edge. Buffer areas remote from buildings (perimeter) where drought tolerant plantings are developed will not require permanent irrigation.

8. SIGN STANDARDS: All signs shall comply with the Bristol Innovation Park DPUD Standards, the Additional Development Standards, and all applicable Town of Bristol Ordinances. No portable display signs, flashing signs, banners, or advertising billboards are permissible.
9. MAILBOXES: It is strongly encouraged that all mailboxes be of masonry construction with the masonry material matching in color that masonry material used on the building.
10. PARKING: Adequate off-street parking, loading and unloading facilities shall be provided and maintained by the owners of said real estate for all employees, customers, agents, invitees and all other persons transacting business with either the owner or occupants of any part or all of said real estate. All off-street parking, loading and unloading areas shall be paved and maintained in good condition. No parking shall be allowed on any public street within said Park.
11. OUTSIDE STORAGE: Outside storage may be permitted. Site plans must receive final approval from the Elkhart County Planning Staff, the Town of Bristol, and the Bristol Innovation Park Technical Review Committee. No materials, inventory, goods in process, semi-manufactured items, finished products, plant equipment, parts, rubbish, waste materials, or other personal property shall be kept, stored, maintained or accumulated on any part of said real estate outside of buildings erected thereon, except where prior written approval of the Elkhart County Planning Staff, the Town of Bristol, and the Bristol Innovation Park Technical Review Committee. All approved outside storage shall be kept in a neat and orderly manner and shall be screened in accordance with the Bristol Innovation Park DPUD Standards, the Additional Development Standards, and all Town of Bristol Ordinances. No bright colors are permissible. Outside storage shall be located on the site to the back of the property and not be visible from the public street when possible.
12. TRUCK MOVEMENT: It is contemplated that the maneuvering of trucks and trailers be confined to the premises of each establishment.

13. COMPLETION OF CONSTRUCTION: After commencement of construction of any structure, the Owner shall diligently prosecute the work thereon, to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.
14. EXTERIOR AND INTERIOR LIGHTING: No exterior lighting of any nature shall be installed or operated without the prior approval of the TRC and the Town Engineer. A photometric design submittal is required that provides for compliance with the Bristol Innovation Park DPUD Standards and all applicable Town of Bristol Ordinances. Exterior lighting on all building sites shall be limited to signs and security and safety illumination of streets or roadways, parking lots, access drives and walks, building entrances, loading areas and service areas and exterior lighting of overall building surfaces. All interior and exterior lighting must be arranged or shielded so as to avoid excessive glare or reflection on any portion of any adjacent street or into the path of oncoming vehicles or onto any adjacent Property. No flashing, traveling, animated or intermittent lighting shall be visible from the exterior of any building. Pole-mounted exterior fixtures shall be limited to a maximum height of twenty-four (24) feet, or in compliance with the governing, municipal, and regulatory authorities and the Bristol Development Standards.
15. CONDITION OF PROPERTY: All of said real estate and all buildings, structures, improvements, appurtenances, signs, lawns, landscaping, sidewalks, driveways, parking areas, and entrances thereon must at all times be maintained in a safe, clean and good condition.
16. APPROVALS: No construction, erection, relocation, or exterior alteration of any buildings, structures, signs, parking areas, loading areas, landscaping or other facilities may be commenced and completed on any part of said real estate without securing in advance the consent and approval of the Developers or their successors in interest and the TRC and the Elkhart County Planning Department . However, this consent and approval shall not be unreasonably withheld. The following information, as appropriate, shall be submitted to the Developers and the TRC for consideration of any plans. All plans shall comply

with the Bristol Innovation Park DPUD Standards, the Additional Development Standards, and all applicable Town of Bristol Ordinances.

The following minimum plan submittal is required:

- a. Preliminary architectural plans for the proposed building and structure or improvement.
- b. A site plan showing location and design of buildings, structures, signs, driveways, driveway intersection with streets, parking areas, loading areas, screened outside storage areas, and sidewalks.
- c. A grading plan, irrigation plan, stormwater management plan, utility plan, and a landscaping plan.
- d. A photometric analysis of all exterior lighting that meets the Standards as included in the Bristol Innovation Park DPUD and all applicable Town of Bristol Ordinances.
- e. Stormwater Management Plan may be subject to review by the Town of Bristol Storm Water Consultant. This review will be the responsibility of the Developer, Owner, or the Owner's Contractor.

17. COMMON AREA MAINTENANCE: The term "Common Areas" means all areas and facilities in the Development as designated by the Developer. These areas include, but are not limited to, park entryways, park signs, landscaped areas, buffer areas, lighting and irrigation, multi-use paths, ponds, and site security elements.

Developer shall operate, maintain and manage all Common Areas within the Development. Expenditures for maintenance shall be at the sole discretion of Developer and subject to such reasonable regulations and changes, including the right to close, if necessary, any portion or all of the premises.

Owners and occupants shall pay, upon demand, its portion of the common area charges as calculated by the total amount of such charges divided among the total number of property owners within the Business Park. Said charges shall

include but not be limited to the cost of operating, maintaining, repairing and managing the Common Areas within the Park, the costs of maintaining all lawn and shrubbed areas, the costs of lighting and maintaining lighting facilities, the costs of maintaining sidewalks, the costs of maintaining bike paths, and the costs of a policy or policies of comprehensive liability insurance, including property damage. Owner further hereby stipulates and agrees that it will be liable for any Common Area charges properly assessed with respect to a time period during which the Owner maintains ownership of the property. Owner shall pay, upon demand, any such Common Area charges for which it is properly assessed notwithstanding that the bill for it may be rendered subsequent to the time Owner ceases owning the property.

18. MAINTENANCE RESPONSIBILITIES: Owners and occupants of any tract or property in the Development shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep that part of the Development so owned or occupied, including buildings, roofs, improvements, retention ponds and grounds in connection therewith, and multi-use paths abutting their property, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:
 - a. Removing promptly all litter, trash, refuse, and waste;
 - b. Mowing of lawn no less often than when the grass is more than four (4) inches high. If the property is unimproved, weeds must be kept cut below twenty-four (24) inches;
 - c. Pruning of trees and shrubbery;
 - d. Watering and fertilizing;
 - e. Keeping retention ponds free of weeds, trash and/or unsightly accumulations of algae or organic growth;
 - f. Keeping exterior lighting, signs and mechanical facilities in working order;
 - g. Keeping lawn and landscaped areas alive, free of weeds and attractive;
 - h. Keeping parking areas, driveways, roads, and bicycle paths in good repair;
 - i. Complying with all governmental, health, police and fire requirements, statutes and regulations;
 - j. Striping and sealing of parking and driveway areas;
 - k. During construction, it shall be the responsibility of the tract owner to ensure that construction sites are kept free of unsightly accumulations of rubbish

and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner;

- I. Keeping all site irrigation and drainage systems in good repair and working order;

19. DEVELOPER'S RESERVED RIGHTS TO PROPERTY

- a. Extension of Covenants and Restrictions to Include Additional Property. The Developer may, at any time, make subject to these Protective covenants and Restrictions other properties now or hereafter owned by the Developer by executing any instrument in writing applying these Covenants and Restrictions to such other properties and by recording the instrument in the Office of the Recorder of Elkhart County, Indiana.
- b. Platting and Subdivision Restrictions. The Developer shall be entitled, at any time and from time to time, to plat and/or replat all or any part of the property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the property.
- c. Public Roads - Easements. The Developer reserves the right, from time to time hereafter, to delineate, plat, grant or reserve within the remainder of the Development not hereby conveyed, such public streets, roads, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as it may deem necessary or desirable for the development of Bristol Innovation Park (and from time to time to change the location of the same) free and clear of these Covenants and Restrictions and to dedicate the same to public use or to grant the same to any governing municipal or regulatory authority, including any appropriate public utility corporations.

20. If the grantee or its successors and assigns or any lessee or occupant of any part of such real estate or any other person should violate or attempt to violate any of the covenants, conditions and restrictions contained herein it shall be lawful and permissible for the Developers, any owner of realty adjacent to that real estate on which such violation is occurring or contemplated or the owner or occupant of any other real estate in the Park, regardless of whether adjacent thereto, or any one or more of such persons, to prosecute any proceedings at law or in equity against the person or persons violating any of these restrictions, for any remedies that are available, including, but not limited to, action for

injunctive relief and damages. The Developers shall be entitled to recover from any person or persons violating or attempting to violate any of these covenants, conditions, and restrictions, all attorneys' fees, costs and expenses; without relief from valuation and appraisal laws, incurred by said Developers with respect to any action with, at law or in equity, commenced by it for such purpose or purposes.

21. The invalidation or unenforceability of any one of these covenants, restrictions, or conditions, shall in no way affect the validity or enforceability of any of the other covenants, conditions, or restrictions, which shall remain in full force and effect. The failure of any one to insist on the performance of any covenant, restriction or condition contained herein at any time shall not be deemed to bar, waive or stop the right to insist on the performance thereof at a later time, nor shall the failure of anyone to insist on the performance of any such covenant, restriction or condition at any time or times be construed to constitute abandonment, annulment or revocation of such covenant, restriction or condition.
22. The covenants herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through, or under it shall be taken to hold, agree and covenant with the owner of said building sites, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons except in respect to breaches committed during its, his or their seizing of, or title to said land, and Developer or the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Developer and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation.

The violation of these restrictions shall not defeat nor render invalid the lien of any mortgage (or deed of trust) made in good faith and for value.

23. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions that shall remain in full force and effect.
24. The Developers reserve the right to change, modify or amend the above restrictions as to any real estate then owned by it if, in their judgment, said changes, amendments or modifications would further carry out the intents and purposes stated within.
25. The Developers reserve the right to change, modify, or amend the above restrictions as to any real estate then owned by it if, in their judgment, said changes, amendments or modifications would further carry out the intents and purposes stated within.
26. Development Standards: See Exhibit attached hereto.

IN WITNESS THEREOF, the Bristol Innovation Park and _____
have caused this instrument to be executed this ____ day of _____, 2026.

Wilhelm IRR Lifetime Family Trust

By: _____
Trustee

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public, in and for said County and State,
this ____ day of _____, 2026, personally appeared
_____, who acknowledged the
execution of the above Protective Covenants for and on behalf of said Company.

Witness my hand and Notary Seal

Notary Public

Residing in Elkhart County, Indiana
My commission expires: _____

IN WITNESS THEREOF, the Bristol Innovation Park and _____
have caused this instrument to be executed this ____ day of _____, 2026.

The Ronald L Kauffman and Jane M Kauffman Trust

By: _____
Trustee (s)

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public, in and for said County and State,
this ____ day of _____, 2026, personally appeared
_____, who acknowledged the
execution of the above Protective Covenants for and on behalf of said Company.

Witness my hand and Notary Seal

Notary Public

Residing in Elkhart County, Indiana
My commission expires: _____

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EXHIBIT B

ADDITIONAL DEVELOPMENT STANDARDS BRISTOL INNOVATION PARK

The following development standards and guidelines shall be used to establish a framework for ensuring that development within the above-named development reflects appropriate standards of quality and design. These standard guidelines are intended to be used in conjunction with applicable local zoning ordinance, as well as any other applicable local and non-local regulations.

Many of the provisions of these Development Standards address matters of design and overall development quality not necessarily addressed by applicable local ordinance, and whenever the requirements of these Development Standards exceed any such local ordinance, the former shall apply. Exceptions to the Development Standards may be granted by the ACC, but only when in compliance with the same.

The development standards and guidelines for the development area referred to as "Bristol Innovation Park" are intended to create an attractive and controlled environment suitable for a wide range of business types including commercial, warehouse, manufacturing, and distribution uses. Creating and maintaining a quality business environment requires standards that emphasize attractive landscaping, appropriately located parking and loading, and a reasonable level of architectural control.

I. LAND USE RESTRICTIONS

The use of land and buildings permitted shall be those permitted in the applicable local ordinance.

II. REQUIRED SETBACKS

All yards and setbacks shall conform to those required in the applicable local ordinance, or as shown in the Bristol Innovation Park DPUD, and the adopted PUD Site Plan.

III. ARCHITECTURAL STANDARDS

The following architectural standards are intended to promote architectural quality in design and construction. These standards are also intended to promote a degree of harmony through limitations on the types of building materials used.

A. Exterior Building Material Standards

1. Appropriate Building Materials Include:

- Steel/aluminum curtain wall
- Finished concrete
- Finished precast concrete/finished concrete masonry units
- Stucco
- EFIS or dryvit, or other similar wall panels
- Natural stone
- Brick (clay)
- Tile (ceramic/porcelain)
- Glass (tinted or clear)
- Corrugated or pre-engineered metals (decorative)
- Composite building panels/gypsum wall panels

2. Prohibited Building Materials Include:

- Plywood siding
- Unfinished concrete/unfinished concrete masonry units
- Plastics

3. Building Trim Materials:

Greater flexibility is allowed in the use of trim materials for windows and doors, decorative columns, and other accents on the exterior of buildings. Permitted trim materials include:

- Wood
- Stone
- Brick (clay)
- Tile (ceramic/porcelain)
- Formed polymers (Fypon or equal)
- Painted Aluminum

4. Prohibited Materials:

- Plastic
- Unfinished concrete/unfinished concrete masonry units

5. The Main Facade:

Design of the main facade should take into account materials that will enhance the exterior character of the structure. These materials may include but are not limited to:

- Glass
- Masonry
- EFIS
- Brick & Stone
- Finished Concrete
- Decorative Metal panels

The design should incorporate the use of outside offices, overhangs, awnings, and/or glass to further enhance the façade.

Review and approval of proposed materials by the EEACC is required.

B. Roofs and Rooftop Screening

Roof design, and rooftop equipment, shall be integrated into the overall design of the building. Rooftop mechanical equipment shall be located to minimize its visibility. Rooftop screens shall be used where needed to screen excessive equipment and venting that creates visual clutter. The color of equipment, venting and screening shall be compatible with the color scheme of the building.

C. Sound Mitigation

Sound mitigation elements will be incorporated as needed to achieve the requirements of the adopted Bristol Innovation Park DPUD.

IV. LANDSCAPE STANDARDS

- A. Landscaping standards shall comply with the current landscape standards found in the applicable local ordinance, the adopted Bristol Innovation Park DPUD, and the Town of Bristol Development Standards. A landscape plan and irrigation plan shall be submitted to the TRC for review as discussed herein.

V. LIGHTING STANDARDS

In general, all light must achieve the levels as required by Elkhart County and the Town of Bristol Development Standards and the adopted Bristol Innovation Park DPUD. A photometric model of the site lighting assets is required and must be submitted to the TrC with building plans.

VI. SIGN STANDARDS

The following sign standards shall supplement any signage regulations contained in applicable local ordinance.

- B. Permitted Sign Types

Advertising and business/user identification signs shall be limited to monument style signs and facade (wall) signs. Public safety signs, directional, traffic, and/or way finding signs and other incidental signs are also permitted but must be shown on all submitted site plans.

- C. Colors and/or illumination

Color Restrictions: a maximum of two colors, plus white or black, may be used on any sign.

Colors shall be complementary. Garish color combinations are to be avoided.

Illumination: Signs may be externally or internally illuminated. External illumination shall not employ the use of "flood-light" type lighting.

VI. SITE DESIGN AMENITIES

- A. Topography

Site grading should meet local stormwater management standards while maintaining the character of the natural topography in northern Indiana.

- B. Mailboxes

Mailboxes of masonry construction are encouraged with the masonry material matching in color and appearance the same masonry material used on the building.

VII. OUTSIDE STORAGE

Outside storage may be permitted. Site plans must receive final approval from the appropriate local planning or building officials and the TCC. No Materials, inventory, goods in process, semi-manufactured items, finished products, plant equipment, parts, rubbish, waste materials, or other personal property shall be kept, stored, maintained or accumulated on any part of said real estate

Bristol Innovation Park

Development Standards & Restrictive Covenants

outside of buildings erected thereon, except where prior approval of applicable local planning or building staff AND the TRC has been issued.

All approved outside storage shall be kept in a neat and orderly manner and shall be screened by in accordance with the Bristol Innovation Park DPUD.

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