

WHEREAS, Section 8.2 of the Covenants provide that they may be terminated, modified or amended as to the whole of the Property, with the written consent of the Owners of 65% of the total acreage of the Building Sites; and

WHEREAS, the Developer continues to be the owner of in excess of 65% of the total acreage of the Building Sites; and

WHEREAS, the Developer desires to amend the Covenants for the purposes hereinafter expressed.

NOW, THEREFORE, it is hereby declared and agreed as follows:

A. The First Covenants are hereby terminated, having been totally supplanted by the Second Covenants.

B. Section 4.1.(Permitted Uses) of the Second Covenants is hereby amended to read in full as follows:

4.1. Permitted Uses. Unless otherwise specifically prohibited herein or restricted by applicable zoning codes or other governmental regulations, (i) any industrial operation and use and (ii) any psychiatric and substance-abuse hospital will be permitted if performed or carried out entirely within a building or buildings that are 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. A nuisance within the meaning of this paragraph shall include, but not be limited to vibration, sound, electro-mechanical disturbance, pollution of the air and water, dust or emission of odorous, toxic or nontoxic matter, but shall not include the usual operation of a psychiatric and substance-abuse hospital.

C. In all other respects, the Second Covenants are hereby reaffirmed. This Amendment shall bind and inure to the benefit of the undersigned, its successors and assigns.

IN WITNESS WHEREOF, Shelter Mortgage Corporation has executed this Amendment as of this the 6th day of November, 1984.

Signed, Sealed and Delivered
In the Presence of:

Ernie B. Clontz
James H. Hinkle

SHELTER MORTGAGE CORPORATION

By: Henry C. [Signature]

Title: Vice-President