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File No. 14124-94
Clifton, Sanders & Smith, P. C.
P. O. Box 1005
Toccoa, Georgia 30577

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR HAYESTONE-BRADY INDUSTRIAL PARK**

THIS DECLARATION is made as of this 28th day of December, 1999 by the STEPHENS COUNTY DEVELOPMENT AUTHORITY (the "Authority").

WITNESSETH

WHEREAS, the Authority owns all of the property known as the Hayestone site, containing 242.76 acres, all as shown on those certain plats of survey for Billy L. Hale by G. Brian Slate, dated August 5, 1996, and recorded in Plat Book 16, Page 323, and Tract 4 of the division of the Estate of Jewell Hayes as shown on a plat of survey by G. Brian Slate, dated August 5, 1996, and recorded in Plat Book 16, Page 84, Stephens County Records, the descriptions as contained therein being incorporated herein by reference. (the "Hayestone Property"); and

WHEREAS, the Authority owns all of the property known as the Brady site containing 181.90 acres, as shown on that certain plat of survey by Michael J. Smith dated December 9, 1999, and recorded in Plat Book 16, Page 600, Stephens County Records (the "Brady Property"), the description as contained therein being incorporated herein by reference; and

WHEREAS, the Authority desires to impose covenants running with the land pursuant to O.C.G.A. 44-5-60 for the benefit of all present and future property owners of the Hayestone Property and the Brady Property and any portion thereof.

NOW, THEREFORE, the Authority declares that the Hayestone and Brady Properties are and shall be held, occupied, transferred, sold and conveyed subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such Covenants shall be deemed to be covenants running with the land and are and shall be binding on all parties having and acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Purchaser thereof.

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ARTICLE I.
Development Standards:

1.01 General. No exterior construction, alteration or addition of any improvements of any nature whatsoever (including, without limitation, staking, clearing, excavation, grading, filling, construction of impervious surface, building, exterior alteration of existing improvements, change in the exterior color of any existing improvement and planting and removal of any landscaping materials, shall be commenced or placed upon any part of the Park, unless approved in accordance with this Article, or otherwise expressly permitted in this Declaration. Any owner may make changes to the interior of structures on their site without approval. No approval shall be required to repaint or repair the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

~~1.02 The Development Review Board.~~ A Development Review Board, (Board), consisting of not less than three nor more than five members, is created by this Declaration to review and approve or not the development as outlined in Section 1.01. Until the Park is fully developed, the Stephens County Development Authority, acting through its chair, shall have the right to appoint all members of the Board. The Chair may appoint persons who are not members of the Authority, including Representatives of the Board of Commissioners of the City of Teocoa, and of the Stephens County Commission, as members of the Board. The Board shall elect a chair, a vice-chair and a secretary. At such time as the Park shall be fully developed, the Board shall consist of five members, two of whom shall be selected by the owners or occupants of facilities in the Park, as the case may be. No facility shall be represented on the Board by more than one member. All members shall serve at the pleasure of the appointing authority.

1.03 Board is sole Arbiter. The Board shall be the sole arbiter of such plans and may withhold approval without any reason, including, without limitation, purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. The Chair, or his or her designee, shall have the right, during reasonable hours and after reasonable notice, to enter upon any property of the Park to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with.

1.04 Withdrawal of Approval. If construction does not commence on a project for which plans have been approved within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans to the Development Review Board for reconsideration.

1.05 Variances. The Board shall be authorized to grant individual variances from any of the provisions of this Declaration if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as; but not limited to; topography, natural obstructions, hardship, aesthetic considerations and would not be inconsistent with the overall scheme of development of the Park. No variance shall (a) be effective unless in writing, (b) be inconsistent with the overall scheme of development of the Park, or (c) stop the Board from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

1.06 Enforcement. Any structure or improvement placed or made in violation of the Article shall be deemed to be nonconforming. Upon written request from the Development Review Board, Owners shall, at their own cost and expense, remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work.

1.07 Limitation of Liability. Plans and specifications are not approved for engineering or structural design of quality of materials and by approving such plans and specifications neither The Stephens County Development Authority or the Development Review Board or the members thereof assume liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither the Authority or the Board, nor the officers, directors, members, employees or agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval or to any Owner of property affected by these restrictions by reason of mistake in judgement, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications.

1.08 No Waiver. The approval of the Board of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval or consent of the Board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications or drawings or matters whatever subsequently or additionally submitted for approval or consent.

ARTICLE II.
Restrictions and Rules of Use

2.01 ~~Exterior Walls~~: The exterior walls of all buildings shall be of masonry construction, its equivalent or better as approved by the Board as provided for in Article I; 1.02 of this Declaration. The Development Review Board may waive the required masonry construction material requirement to an alternate material if the building contains at least 300,000 square feet and has a height of at least 55 feet. In no case, however, shall the walls be other than masonry construction for the first 17 feet.

2.02 ~~Nuisance~~: No site or lot shall be used for any purpose or business which is considered dangerous or unsafe, or which constitutes a nuisance, or is noxious or offensive by reason of emission of dust, odor, gas, smoke fumes, or noise in excess of local, state, and national environmental standards. It is also the responsibility of each Owner to prevent the development of any unclear, unhealthy, unsightly, or unkempt condition on a site. No property within the Park shall be used, in whole or in part, for the storage of any property or thing that will cause such site to appear to be in an unclean or untidy condition or that will be obnoxious to the eye.

2.03 ~~Loading Docks~~: All loading docks and parking area for trucks must be located or screened so as to be concealed from the view of neighboring streets and property. No loading docks shall be located on the front of a facility unless approved by the Board.

2.04 ~~Outside Storage~~: Outside storage will be permitted only at the rear or sides of the buildings and then only if screened from the view of the adjacent property and roadways by masonry walls, or other permanent type screening as approved by the Development Review Board. Screening shall be at least two (2) feet higher than the height of the materials to be screened and shall be no less than six (6) feet nor more than ten (10) feet tall.

2.05 ~~Fences~~: No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any site without the prior written consent of the Development Review Board. The Board may issue guidelines detailing acceptable fence styles or specifications.

2.06 ~~Parking~~: Owners of lots shall not permit their employees or tenants to park during business hours on public streets within the Park. It will be the responsibility of the said Owners, their successors, assigns, or other persons holding under them to provide adequate off-street parking for employees and visitors within property lines. All such parking areas shall be covered with a hard, dust-free, paved surface and all driveways connecting to the Park or perimeter shall be similarly paved.

2.07 Occupants Bound. All provisions of the Declaration, and of any rules and regulations; use restrictions; and development guidelines which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned;

2.08 Building Coverage Ratio. The ratio of building and impervious surface area to the total site area will be subject to the approval of the Board but in no case may the ratio exceed seventy (70%) percent. Approval cannot be withheld for the building and impervious surface area coverage of the total site of less than sixty-five (65%) percent.

2.09 Set Back. No building shall be constructed on any lot nearer than thirty (30) feet to the right-of-way line streets. In the case of corner lots both thirty (30) foot front setbacks will apply.

2.10 Side Yards. Minimum side yards shall be twenty-five (25) feet and shall aggregate fifty (50) feet on each individually owned lot, provided, however, where suitable the twenty-five (25) foot minimum may be waived by the Board. In the event more than one lot shall be owned by one person or entity and in the improvement of such lot or tract a building shall be erected on more than one lot, then the side line restriction on the interior line or lines shall be waived, provided, further, that if a part of a tract or lot shall be sold before any improvements shall have been erected, then the line between the part sold and the part retained shall be the property line to which the setback restriction shall apply.

2.11 Median Maintenance. The maintaining of any landscaped medians located at main entrances into the Park shall be the responsibility of the Stephens County Development Authority.

2.12 Utility Lines. Except as may be permitted by the Board, no overhead utility lines shall be permitted within the Park except for temporary lines as required during construction. The temporary lines shall be immediately removed after construction is completed.

2.13 Landscaping. A general landscaping plan should be included as part of the plans and specifications submitted to the Development Review Board for review. This landscaping shall include at least the location and type of plant material to be used. Except as otherwise required herein, a minimum of fifteen (15) feet of landscaped ground along and within the street property lines, exclusive of drives or walks. Owner agrees to replace within a reasonable period of time any and all dead or diseased trees and plants, and other deteriorated landscaping materials. They shall be replaced with materials consistent with those originally submitted and approved.

2.14 Site Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or site problem.

2.15 Time For Project Compliance. If, after the expiration of one year from the date of execution of a contract from the sale of any lot, or after the expiration of one year from the date of completion of utilities, whichever is later, any purchaser, shall not have begun in good faith the construction of a permanent building upon said lot, the Stephens County Development Authority retains the option to rescind such contract, if at all, and refund the purchase price and enter into possession of said land. However, the Authority may extend in writing the time in which such construction may begin.

2.16 Signs. All signage within the Park shall be of consistent design and shall be subject to prior approval of the Board. Signs shall not display advertising matter except for the name of the firm doing business and its function.

2.17 Owners of Undeveloped Sites. The Owners of all undeveloped sites agree to maintain sites facing on the developed roads of the Park to a minimum depth of three hundred (300) feet by cutting and trimming to maintain grass and undergrowth in non-forested areas as designated on the plot plan. Forested areas will remain in their natural state in keeping with the philosophy of the development.

2.18 Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any site. Dogs or other animals used in conjunction with the American Disabilities Act are exempted from this Article.

2.19 Tree Removal. No trees that are more than six (6) inches in diameter at a point twelve (12) inches above the ground shall be removed without prior written consent of the Board. Notwithstanding the above, no consent or approval is required for the removal of any tree, regardless of its diameter, that is diseased or located within ten (10) feet of a drainage area, a sidewalk, a structure or a driveway.

2.20 Drainage. Catch basins, retention ponds, detention ponds and drainage areas are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No owner or Occupant may obstruct or rechannel the drainage flows after location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains.

2.21 Irrigation. No sprinkler or irrigation systems of any type which draw directly from creeks, streams, rivers, lakes, ponds, canals, or other waterways shall be installed, constructed, or operated within the Park without prior written consent of the Development Review Board.

2.22 Mechanical Equipment, Garbage Cans, Trash Containers, Tanks, Etc. All mechanical equipment servicing buildings, aboveground tanks and other similar items, storage facilities, garbage cans, trash containers, or palletized trash or recycling materials shall be located or screened so as to be concealed from the view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate.

2.23 Subdivision of Site. No site shall be subdivided or its boundary lines changed except with the prior written approval of the Board. The Stephens County Development Authority, however, hereby expressly reserves the right to replot any site owned by the Authority, including, but not limited to, changing any site to Common Property or right-of-way or creating a public or private street over any site or property that was formerly a site.

2.24 Exterior Lighting. Exterior lighting to be erected or altered on any site or structure shall be subject to the prior written approval of the Development Review Board of plans and specifications for such lighting.

2.25 Grounds Maintenance. All grounds after construction completion shall be maintained in accordance with the overall philosophy of the Park.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantee, it's successors and assigns, forever, in **FREE SIMPLE**, subject, however, to the above stated restrictions, which said restrictions shall be construed as covenants running with the land and shall be strictly observed.

IN WITNESS WHEREOF the Authority has caused this Declaration to be executed by it's duly authorized officers and the appropriate corporate seals affixed hereto, the day and the year first above written.

DEVELOPMENT AUTHORITY

By: *Kirby Rutherford*
Chairman, Kirby Rutherford

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

