

RESTRICTIVE COVENANTS

HOSCHTON INDUSTRIAL PARK

THIS INDENTURE, made and entered into this 1st day of Dec., 19 88, by JOPENEA, INC.

WITNESSETH:

WHEREAS, JOPENEA, INC. is the OWNER of certain real property in Hoschton, Jackson County, Georgia, more particularly described as follows, to wit:

All that tract or parcel of land lying and being in the 1407 G.M.D., Jackson County, Georgia comprised of one hundred fifty three and 58/100 acres (153.58 acres +/-), more or less, and being the property of JOPENEA, INC. as recorded in Plat Book 12, page 207, office of the Clerk of Superior Court, Jackson County, Georgia and being that portion of said tract as zoned M-1 in City of Hoschton, Jackson County, Georgia.

WHEREAS, JOPENEA, INC. desires that said tract of land be developed as an industrial park, and further desires to impose on said property mutual, beneficial restrictions in order to set forth a general scheme for the improvement and development of the property. JOPENEA, INC. as owner and developer of said property hereby sets forth the following restrictions to be adhered to by itself, its assigns and successors in title, as the same relates to said property and for the benefit of itself, citizens and residents of the City of Hoschton, and the future owners of those tracts into which the above property may be subdivided.

DEFINITION OF TERMS

"Building Site" shall mean any lot, or portion thereof, or two or more contiguous lots or portions thereof, or a parcel of land upon which an industrial building or buildings and appurtenant structures may be erected in conformance with the requirements of these covenants.

"Improvements" shall mean and include an industrial building or buildings, outbuildings appurtenant thereto, parking area, loading areas, fences, masonry walls, hedges, mass plantings and any structures of any type or kind located above ground.

"Building Line or Lines" shall mean the minimum distance which an industrial building and outbuildings or any structure of any type or kind located above ground shall be set back from the property or street lines, and reference is hereby made to the recorded plat of the industrial park in which is located real property hereby subjected to these covenants for the location of such building lines.

"Side Building Site Line" shall mean the boundary or property line dividing two adjoining building sites.

encourage the erection of attractive improvements thereon; with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property.

The covenants and restrictions set forth herein are to run with the land and shall be binding until January 1, 2019, at which time said covenants and restrictions shall terminate.

All development, construction and building on said lots shall be in compliance with the Code of the City of Hoschton and Jackson County as now enacted or hereafter amended. No construction shall begin unless proper permits have first been obtained from duly authorized officials of the City of Hoschton and Jackson County.

PROHIBITED LAND USES

Notwithstanding any provision set forth in any Zoning ordinance, or other law, ordinance or regulation, the use of any portion of said property for any of the following purposes is expressly prohibited: rendering plants, poultry processing plants, junk yards, oil storage facilities, cement plants, foundaries or any other industry or business which is or becomes a nuisance by reason of the excessive emission of smoke, dust, noise, glare, odor, fumes or vibrations.

TEMPORARY FACILITIES

Temporary offices, storage sheds, trailers, barricades, fences, and the like will be permitted as necessary during the construction period of a permanent building.

Temporary facilities shall be removed promptly as each becomes no longer required and the area which each facility occupies completely cleaned of all debris, dressed and shaped neatly and temporarily grassed as required to stabilize the soil. No temporary facility shall remain for more than fourteen (14) days after the completion of the building for which they are used unless written permission is granted by a designated representative of JOPENEA, INC.

Temporary signs are permitted in accordance with the sign regulations hereinafter set forth.

POLLUTION

No air pollutant or odorous matter shall be discharged or emitted into the atmosphere from any source in such quantities as to be readily detectable at any point beyond the individual tract or lot line to produce a public nuisance or health hazard. Any condition or operation that results in the creation of odors or air pollution of such intensity and character is prohibited.

RADIOACTIVE MATERIALS, EXPLOSIVES AND SOLID WASTES

Handling and disposing of radioactive materials, and solids wastes shall be in conformance with all State and Federal laws and regulations, as well as regulations and ordinances of the City of Hoschton, as now in existence or as may be hereinafter promulgated.

SITE REQUIREMENTS

Materials resulting from clearing, grubbing and demolition operations and all other debris shall be removed from the site promptly. A development shall not adversely affect the developed or undeveloped neighboring property. Finished grading shall be such as to prevent ponding or washing of water on the site and on adjacent property. All corrugated metal pipe used for storm drainage shall be bituminous coated.

Location of top soil stock piles, borrow pits on site and excess material disposal areas are subject to the approval of the designated representative of the City of Hoschton or Jackson County.

SCREENING

Screening between loading and parking areas for more than two (2) vehicles and public streets or neighboring property shall be required. Unless specifically approved by the City of Hoschton or its designated representative in writing, no materials, supplies or equipment shall be stored in any area on a site except inside a closed building or behind a visual barrier screening such area so that they are not visible from the neighboring properties or public streets. No woven metal insert fencing will be permitted. When the use of chain link fencing is necessary for security reasons to enclose an approved exterior storage area, this fencing must be behind barrier screening if visible from neighboring properties or public streets.

The screening may be a wall or fence of a material similar and compatible with that of the building or it may consist of a planting, which plants have a minimum height of three (3) feet installed and which will in normal growth attain a height of six (6) to eight (8) feet within three years, with spacing suitable to the particular plant, but which must form an effective visual screen.

Garbage and refuse containers shall be concealed by means of a screen wall or fence of a material similar and compatible with that of the building.

MAINTENANCE

Each owner and/or occupant of any portion of property located within said park shall be responsible for keeping its building site, whether or not improved, buildings, improvements and appurtenances in a safe, clean, neat and orderly condition and

water, sewerage, telephone, entrance and access roads, rights-of-way and electrical line to be set forth. In addition, easements essential for the further development of the Park shall not exceed a width of fifteen (15) feet above or below the ground, and shall run along the boundary lines of each lot or tract.

DIVISION OF TRACTS

Each and every site shall consist of at least one whole and entire tract. No owner shall initiate action to reduce the size of any lot or tract without the prior written approval of JOPENEA, INC. or its authorized representative.

BUILDING REQUIREMENTS

Each main building hereafter erected, together with its accessory buildings, shall be located on a lot having an area of at least one acre (1 acre), with the exception of public buildings and structures necessary for public convenience and service.

Any buildings constructed on the sites within the industrial park shall be of masonry construction or its equivalent, or better. No building shall be constructed with a wooden frame. The exterior finish shall be common brick, concrete blocks, tile bricks, enamel metal siding, their equivalent or better, but no building thereon shall be covered with asbestos siding or galvanized sheet metal. When the exterior walls are constructed of concrete or concrete blocks, the exterior finish is to be stucco, gunite or their equal. All other types of construction not covered in the above must have the written approval of JOPENEA, INC., its successors or assigns.

No improvements, as that term is hereinabove defined, shall be erected, placed, altered, maintained or permitted to remain on any land subject to these restrictions until plans and specifications showing plot layout and all exterior elevations, with materials and colors thereof and structural design, signs and landscaping shall have been submitted to and approved in writing by the JOPENEA, INC. Such plans and specifications shall be submitted in writing over the signature of the owner of the site or his authorized agent. Approval shall be based, among other things, on adequacy of site dimensions; adequacy of structural design, conformity and harmony of external design with neighboring structures; effect of location and use of improvements on neighboring sites, improvements, operations and uses, relation of topography, grade and finished ground elevations of the site being improved to that of neighboring site; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. JOPENEA, INC. shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

If JOPENEA, INC. fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that it has

No structures or buildings shall be located closer than fifty (50) feet to the rights-of-way of any dedicated public street, both paved and unpaved, as shown on the plat of JOPENEA, INC.; nor shall any structures or buildings be located closer than thirty five (35) feet to any side building site line, it being the intent that an open area of at least seventy (70) feet shall exist between all adjacent but separately owned structures or buildings both at sides and rear; any deviation from this restriction so desired should be requested at the time of initial submission of plans and specification to JOPENEA, INC., its successors or assigns.

No building or structures above ground shall extend beyond the building lines, and it is hereby declared that said area between the building lines, and the property lines is to be used either for open landscaped and green areas or for off street surfaced parking areas. Said area is to be landscaped and it shall be done attractively with lawn, trees, shrubs, etc. according to plans first approved by JOPENEA, INC. If said area is to be used for off street parking, the parking arrangement and surfacing must likewise be approved in writing by JOPENEA, INC. Any landscaped areas shall be properly maintained thereafter in a slightly and well kept condition. Parking areas shall likewise be maintained in good condition.

All unloading and loading areas, including truck parking, loading and maneuvering space, must be paved with either concrete or asphalt.

Adequate visitor or transient employee parking space shall be provided in keeping with the nature of the anticipated use of the site. All automobile parking areas shall be paved with either concrete or asphalt. Parking shall not be permitted between public street pavement and property lines. The requirements of this paragraph may be modified by JOPENEA, INC. as to any particular site.

The owner of this tract in this Industrial Park must at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all governmental, health and policy requirements; and any owner will remove at his own expense any rubbish of any character whatsoever which may accumulate on said property.

All improvements to be constructed must be completed within two years (2) from the date improvements begin.

Any materials stored outside of building including raw materials and finished products shall be visually screened from all streets and shall be confined to the rear two-thirds (2/3) of the property and confined within the building lines.

SIGNS

All signs to be erected on the premises or affixed or attached to any structure on the premises shall be designed as a part of the architectural design of the building.

IN WITNESS WHEREOF, Declarant, JOPENEA, INC. has caused this document to be executed in its behalf by its President, pursuant to proper Resolution, duly adopted and entered on the minutes of the meeting of this Board of Directors on this the 1st day of Dec., 19 88.

JOPENEA, INC.

BY:

Wm. S. E. E. President (Seal)

ATTEST:

Barth Thompson Secretary (Seal)

Signed, sealed and delivered
in the presence of:

Charles G. Thompson

Notary Public

EXP. 9-22-89