

Dan Strain ✓

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MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06661 Pg 0394-0428

Dalton-Whitfield County
Joint Development Authority

Carbondale Business Park Covenants

CROSS REFERENCE TO DEED BOOK
5562, PAGE 247, WHITFIELD
COUNTY, GEORGIA, RECORDS.

Carbondale Business Park Covenants

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AMENDED AND RESTATED**DECLARATION OF BUSINESS PARK COVENANTS**

This Amended and Restated Declaration of Covenants, Restrictions, and Easements for Carbondale Business Park is made this 17th day of July, 2018, by the Dalton Whitfield County Joint Development Authority, a body politic created under the laws of the State of Georgia (hereinafter referred to as "Declarant" and/or "JDA,") pursuant to the Georgia Property Owner's Association Act, **OCGA §44-3-220 et seq.**, (herein, the "Act.") Declarant hereby elects to be governed by the provisions of the Act and by the corresponding provisions of any successor Act, as the same may, from time to time, be amended.

This Amended and Restated Declaration amends and restates in full (in full substitution of) the original recorded Covenants of record in Deed Book 5562, Page 247, Whitfield County Deed Records (except the priority of the original Covenants remains).

WITNESSETH:

WHEREAS, Declarant is the owner of real property located in Whitfield County, Georgia and being more particularly described upon EXHIBIT A attached hereto and by this reference made a part hereof; and

WHEREAS, Declarant is the owner of and is developing upon said property an industrial park known as Carbondale Business Park and desires to impose upon such property mutually beneficial restrictions for the benefit of all owners of property within such development. Declarant further desires to provide for reasonable procedures for the overall development of said property and to establish a method for the administration, maintenance, preservation, use and enjoyment of the above described property which will be subject to this Declaration; and

WHEREAS, Declarant shall cause the Association (as hereinafter defined) to be formed as a non-profit organization to perform certain functions for the common good and general welfare of the Owners (as hereinafter defined); and

WHEREAS, Declarant hereby declares that all of the property described upon Exhibit A, and any additional property that may be subsequently added to and subjected to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with title to the real property submitted to this Declaration and which shall be binding on all parties having any right, title or interest in the above described properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof and to the

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benefit of the Association; and which will in turn benefit the citizens and businesses of Whitfield County.

ARTICLE I: DEFINITIONS

Unless the context otherwise specifies or requires, each term defined in this Article I shall, for all purposes of this Declaration.

- A. ACT: "Act" or "the Act" shall mean the Georgia Property Owner's Association Act (***OCGA 44-3-220 et. seq.***) and the corresponding provisions of any successor Act, as the same may, from time to time, be amended.
- B. ASSOCIATION: "Association" shall mean the non-profit, non-stock membership corporation to be organized under the Georgia Non-Profit Corporation Code and having the name Carbondale Business Park Association, Inc., (or such similar name as may be allowed by Georgia law), its successors and assigns.
- C. BOARD: "Board" shall mean the Board of Directors of the Association.
- D. BUSINESS PARK: "Business Park" shall mean the real property known as Carbondale Business Park, described upon Exhibit "A" attached hereto.
- E. COMMITTEE: "Committee" (or "ARC") shall mean the Architectural Review Committee created pursuant to Article VII (Architectural Control) below.
- F. COMMON AREA: "Common Area" shall mean:
 - 1) All real property, including the improvements thereon, designated from time to time, by Declarant or the Association or owned by the Association, for the common use and enjoyment of the Members of the Association, their respective guests and invitees, which is not included in the legal description of any of the Lots and which either (i) has not been dedicated to Whitfield County, or other governmental entity, or (ii) has been so dedicated under terms and conditions requiring continued maintenance thereof by the Association;
 - 2) Any other portion of the Property, whether or not included within the boundary lines of any Lot, not used or intended for the use as a site or area for improvements to accommodate industrial, commercial or other business enterprises, owned, created,

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established, acquired, reserved and/or otherwise designated for the common use and enjoyment of the Members of the Association and their respective guests and invitees by the Declarant or the Association, either in fee, by easement, by license or otherwise, pursuant to any instrument or plat recorded in the records of the Clerk of Superior Court of Whitfield County, Georgia, including, without limitation, areas designated to accommodate detention basins and piping, sanitary lift stations, buffer areas and buffer improvements, landscape entry features and other or similar areas and improvements located therein.

3) As of the date of these Amended and Restated Covenants no real property or improvements have been designated as "Common Area".

- G. COVENANTS: The term "Covenants" shall mean the restrictive covenants set forth in this Declaration, as it may be from time to time amended or supplemented.
- H. DECLARANT: "Declarant" shall mean Dalton Whitfield County Joint Development Authority and its successors in title and assigns, provided any such successor in title or assign shall acquire for the purpose of development or sale all or any portion of the Property (as hereinafter defined), and provided further, in the instrument of conveyance to any such successor in title or assign, such successor in title or assign is designated as the "Declarant" hereunder by the JDA of such conveyance, which grantor shall then be the Declarant hereunder at the time of such conveyance. Further, upon such designation of successor Declarant, all rights and obligations of the former Declarant in and to such status as Declarant shall cease.
- I. DECLARATION: The term "Declaration" shall mean this Declaration of Business Park Covenants for Carbondale Business Park.
- J. DEVELOPED SITE: The term "Developed Site" shall mean a site upon which one (1) or more permanent buildings necessary for the actual operation of an industrial or commercial enterprise have been completed.
- K. DEVELOPMENT GUIDELINES: "Development Guidelines" shall mean the standard of conduct, maintenance or other activity as set forth in Article VIII (General Restrictions) and elsewhere in this Declaration, as the same may be amended from time to time. Such standards may be more specifically determined by the Board or the Committee.
- L. GOVERNMENTAL REQUIREMENTS: "Governmental Requirements" shall mean any of the State, County, or any other federal, regional, state, county or

municipal government (including, without limitation, any agency, authority, subdivision, department or bureau thereof.)

- M. IMPROVEMENTS: The term "Improvements" shall mean buildings, outbuildings, underground installations, slope alterations, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas and all other structures or landscaping improvements of every type and kind.
- N. LESSEE: The term "Lessee" shall mean the owner of a leasehold interest in a part or all of the Business Park.
- O. LICENSEE: The term "Licensee" shall mean any person or entity having any right or rights with respect to a part of the Business Park pursuant to an agreement or covenant duly granted by the Property Owner of such part of the Business Park.
- P. LOT: A "Lot" or "Lots" shall mean any portion of the Property intended for any type of independent ownership for use and occupancy for office, commercial, industrial, or related purposes as may be allowed by this Declaration.
- Q. MEMBER: "Member" shall mean any member of the Association.
- R. MORTGAGEE: "Mortgagee" shall mean any mortgage holder, its successors and assigns, so long as said mortgage holder holds fee title or a security interest in any Lot. Mortgagee shall include the holder of any mortgage, deed of trust, deed to secure debt, or other security instrument.
- S. OCCUPANT: "Occupant" shall mean any person occupying all or any portion of a Lot for any period of time, regardless of whether such person is a lessee, sublessee, tenant, subtenant, licensee, or the owner of such Lot.
- T. OWNER: "Owner" shall mean the record owner (including Declarant), whether one (1) or more persons or entities, of a fee simple title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. An Owner may designate an Occupant of such Lot from time to time as the "Owner", said designation to be in writing and delivered by Owner to the Association, but only if said Occupant designee possesses said Lot under written lease having a term in excess of one (1) year, and provided that at any time there shall be only one (1) "Owner" of a Lot for purposes of this Declaration.
- U. PLANS: "Plans" shall mean a package including a site plan, grading plan, architectural elevations, sign details and landscape plan, to the extent each is applicable for a particular Improvement.

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- V. **PROPERTY:** "Property" shall mean the real property described upon Exhibit A attached hereto, and any additional property subjected to this Declaration pursuant to Article XIII below.
- W. **RESTRICTIONS:** "Restrictions" shall mean all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.
- X. **SITE:** The term "Site" shall mean all contiguous land in the Business Park under one common ownership which has been, will or can ultimately be developed by an owner, with a building or buildings and appurtenant structures.
- Y. **SPECIAL ASSESSMENTS:** "Special Assessments" shall have the meaning set forth in Article VI (Maintenance) below.

ARTICLE II: CONSENT TO DECLARATION

Every Grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or conveyance shall be signed by such person, and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions contained herein, and will be deemed to have assented to said terms and conditions.

ARTICLE III: PROPERTY RIGHTS

Section 1 - Property Rights in the Common Area: Legal title in and to the Common Area (or if such Common Area is created or exists by virtue of a grant or reservation of easement, then the easement right and the benefit of use in and to such Common Area) shall be vested in the Declarant or the Association, as the case may be, and the benefit, use and enjoyment of the Common Area shall be determined and controlled by the Declarant until the Association is created, at which time such determination and control shall vest in the Association. Declarant shall have the right at any time and from time to time to convey or cause to be conveyed to the Association portions of the Property owned by the Declarant, which conveyances shall be by quitclaim deed and subject to all matters of record. Declarant or the Association shall have the right, at any time, to dedicate or transfer all or any part of the Common Area to any public agency or authority for such purposes and subject to such conditions as Declarant or the Association, as applicable, may determine to be necessary or appropriate.

Section 2 - Cooperation for Easements: All Owners and Occupants of parcels within the Business Park shall cooperate with the JDA and other Owners and Occupants of lots

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within the Business Park in the planning and granting of all necessary and reasonable easements for gas, electric, telephone, sewer, water, drainage ditches, access roads, railway spurs, and loading tracks to the extent that such easements do not unreasonably interfere with existing uses of the land or unduly restrict future intended uses.

ARTICLE IV: CONTROL BY DECLARANT

The authority to enforce the Restrictions set forth herein and all other matters under this Declaration and the power to exercise any and all rights of the Association, until such time as the Association is formed, shall be vested in the Declarant. The Declarant shall continue to maintain a majority vote of the Association until it relinquishes control to the owners.

ARTICLE V: ASSOCIATION

Section 1 – Purposes: The Association shall exist for the sole purpose of performing certain functions for the common good and general welfare of the Owners and of the Property. The Association shall have no power or duty to do or perform any act or thing other than those acts and things which will promote the common good and welfare of the Owners and of the Property.

Section 2 – Membership:

- (a) Every person or entity who is the Owner of the fee interest in any Lot shall be deemed to have a membership and be a Member (as such term is defined and used herein) of the Association. Membership shall be appurtenant to and may not be separated from such ownership; provided, however, that in the case of an Occupant designated as the "Owner" of a Lot as provided in the definition of "Owner" above, only said Occupant and not the record owner shall have a membership and be entitled to vote during the term of such designation.
- (b) Membership shall consist of two (2) classes, Class A and Class B. Except as otherwise provided herein, the relative rights and powers of Class A and Class B Members shall be identical.
- (c) Except as otherwise provided in the Act and/or the Georgia Non-Profit Corporation Code, these Covenants, or the Articles of Incorporation or Bylaws of the Association, Members shall have no voting rights other than the power to vote for and elect the number of Directors specified in these Covenants.

Section 3 – Voting:

- (a) Each Owner, with the exception of Declarant, shall be a Class A Member and shall have and may exercise one (1) vote for each full acre of real property owned by such Member within Carbondale Business Park. When more than one person holds a fee ownership interest in a single Lot, all such persons shall be Members,

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provided that such jointly owned Lots shall be entitled to only such number of votes that the Owner of the Lot would be entitled to were such Owner an individual person. In the event of joint ownership of a Lot, the votes for such Lot shall be exercised as a unit as the owners thereof shall determine, or, if no determination shall be made, as the Owner(s) of more than fifty percent (50%) of such Lot shall specify in writing to the Association. In no event shall the Association be required to make any determination with respect to the casting of votes by joint owners. Failure of such joint owners to cast their vote(s) as provided in this Section 3(a) with respect to any matter before the membership of the Association shall be deemed an abstention as to such matters.

(b) The Declarant shall be the sole Class B Member and shall have and may exercise the same number of votes as the aggregate number of votes of Class A Members from time to time, plus one. Declarant's status as a Class B Member shall terminate upon the last of occur of the events described in Section 4 herein.

(c) The Board may suspend the voting rights of any Member who shall be delinquent in the payment of any assessment levied by the Association or who shall be in violation of the rules and regulations of the Association.

Section 4 – Board of Directors; Control of the Board:

(a) Except to the extent otherwise expressly required by the Act, the Georgia Non-Profit Corporation Code, or these Covenants, the powers inherent in or expressly granted to the Association shall be exercised by the Board, acting through the Executive Director of the JDA, without any further consent or action on the part of the Members. Said Executive Director shall manage and control the affairs of the Association. Declarant hereby retains the right to appoint and remove any members of the Board and any officer or officers of the Association until the first of the following events shall occur: (i) surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by the Declarant; or (ii) the expiration of rights of Declarant as a Class B Member, as described in subparagraph (c) herein.

(b) The number of directors of the Association shall be not more than seven (7). The method of election of directors to the Board shall be set forth in the Bylaws of the Association; provided, however, that the Board shall include two (2) Members appointed by the Whitfield County Board of Commissioners and two (2) Members appointed by the JDA. No Appointee must be an Owner in order to serve. In addition, Owners shall elect up to three (3) Members who shall be Owners or Occupants.

(c) Notwithstanding anything contained herein to the contrary, or in the Articles of Incorporation or in the Bylaws of the Association, Declarant shall retain all

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rights of a Class B Member until the last of the following events shall occur: (i) Declarant ceases to be an Owner of any Lot or any portion of the Property excluding Common Area property, if any; (ii) all indebtedness incurred by Declarant, including but not limited to bonded debt, whether with or without recourse, the proceeds of which have been used in whole or in part to benefit a Lot or any portion of the Property, is paid in full; or (iii) Declarant surrenders said rights as reflected by written instrument executed and recorded on the Deed Records of Whitfield County, Georgia.

ARTICLE VI: MAINTENANCE

Section 1 – Common Area: The Association shall maintain and keep in good repair the Common Areas, if any be designated, with such maintenance to be funded by the assessments hereinafter set forth. Such maintenance shall include but not be limited to maintenance, repair, and replacement of all landscaping and other flora, structures, and Improvements situated upon or serving such areas.

Section 2 – Lots: All maintenance upon any Lot and all Improvements thereon shall be the sole responsibility of the Owner thereof who shall maintain said Lot in a manner consistent with the Development Guidelines and with the general appearance of other portions of the Property. The Owner of any Lot shall, at all times, keep the exterior of its buildings, the grounds, and landscaping in good order and condition and free of all paper, debris, and trash. The Owner and Occupant of any Lot shall observe all government building codes, health regulations, zoning restrictions, subdivision regulations, and similar laws and regulations. Should the Owner of any Lot fail to remedy any deficiency in the maintenance of the landscaping and general maintenance of such Lot after seven (7) days' written notice from the Association, the Association hereby expressly reserves the right, privilege, and license to make any and all corrections or repairs, improvements and landscape maintenance at the expense of the Owner. Such Owner shall be personally liable to the Association for all direct or indirect costs as may be incurred by it in the performance of such repairs or maintenance, and the liability for such costs shall be a permanent charge and lien upon such Lot enforceable by the Association in the same manner as assessments are enforced in this Declaration.

ARTICLE VII: ARCHITECTURAL CONTROL

Section 1 – Creation: There is hereby created an Architectural Review Committee ("Committee" or "ARC") which shall consist of five (5) voting members: Executive Director of JDA, County Engineer of Whitfield County, Chairperson of Whitfield County Board of Commissioners and two Board Members of JDA selected by the Chairman of JDA who may select him or herself. The right to appoint and remove all members to the Committee shall be and is hereby vested solely in Declarant, its successors and assigns, until such time as Declarant has relinquished such right to appoint said members or

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until the earlier to occur of the events listed in *Article V, Section 4(a)* above. Upon surrender of the right to appoint said Committee members by the Declarant, the right to appoint said members shall be vested in the Board of Directors of the Association.

Section 2 – Duties: No Improvement shall be commenced, erected or maintained upon the Property or any Lot thereon, nor shall any exterior addition to or change or alteration thereon be made until the Plans showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the Development Guidelines by the Committee.

Section 3 – Approval: In order to attempt to obtain such approval of the Committee, the Owner shall submit the Plans, or whichever of the Plans are applicable to the proposed Improvement, to the Committee. Upon receipt of all such Plans required to be reviewed, the Committee shall have ten (10) business days within which to review same. In the event the Committee fails to approve or disapprove the Plans within ten (10) business days after said submission of same, approval will not be required and this article shall be deemed to have been fully complied with. The Committee shall have the right to disapprove the Plans submitted to it if they are not in accordance with this Declaration, if they are incomplete, if the Committee deems the Plans, or any part thereof, to be contrary to the best interests of the Property and of the Owners or if they are not in conformity with the Development Guidelines. In the event Plans are disapproved by the Committee, the Owner may resubmit any corrected, amended or new Plans to the Committee after the date of such disapproval. No temporary structure shall be installed or maintained on any property or Lot without the specific written approval of the Committee. All applications for approval of any temporary structures will include provisions for its being dismantled and removed from the Lot in question. The Committee hereby appoints the Executive Director of the JDA to act on behalf of the Committee on routine plan review matters.

Section 4 – Violation: In the event any Owner or Occupant, or its agents or representatives, commences or maintains any Improvement, including, without limitation, any alteration or expansion, without the prior written approval of the Committee as required by this Article VII, then the Committee, through the Association, shall have the right to enforce this section of this Declaration by obtaining a restraining order from a court having proper jurisdiction over this matter. The costs of any such successful enforcement by the Committee shall be levied against the Owner of the Lot upon which such construction was commenced. The Committee shall have the right to waive in writing the requirements of this Article, at its sole discretion, as to construction by any Owner.

Section 5 – Variances: The Committee or the Association shall have the power and authority, in its sole discretion, to grant variances in writing to any Owner, modifying or waiving such Owner's compliance with any portion of the Development Guidelines; provided, however, that such variances shall be reasonably consistent with the purpose

of the Restrictions and this Declaration and shall not materially or adversely affect existing Improvement(s). Whenever, in the exercise of its discretion the Committee grants a variance to the Development Guidelines, each Owner and/or Occupant of a Lot hereby acknowledges that such variance shall constitute a waiver of any conflicting provisions of the Restrictions, this Declaration and the Development Guidelines. Each Owner and/or Occupant of a Lot appoints the Committee as its true and lawful attorney-in-fact for the limited purpose of consenting to and granting variances in compliance with the Development Guidelines in accordance with the terms of this section. No variance granted pursuant to this section shall relieve any Owner from compliance with applicable state law or county ordinances.

ARTICLE VIII: GENERAL RESTRICTIONS

Section 1 – INTENTIONALLY DELETED

Section 2 – Subdivision: Subdivision of a Site shall be permitted only if both the remaining portion of the Site and that portion to be sold each comply with the minimum Building Site size set forth in Article V of the *Whitfield County Code of Ordinances* and if each is capable of being developed in accordance with the then existing Development Guidelines. This limitation shall not apply if the remaining portion of the Building Site is at least five (5) acres and if the portion to be sold is conveyed to the Owner of an adjoining and improved Building Site, provided that in such event the portion sold shall be deemed to be included as a part of the adjoining Building Site and shall otherwise be subject to these Covenants and Restrictions and the Development

a) Building Setbacks: The following yard or building setback requirements shall apply to all parcels that are located on the property. The first ten (10) feet of side and back yard setbacks shall be restored with appropriate evergreen and/or varietal trees after final grading.

1. All buildings shall have a front setback minimum of one hundred (100) feet from parcel lines abutting any public street.
2. All buildings shall have a side yard setback minimum of thirty-five (35) feet from any parcel line shared in common with another parcel owner within the Property and which joins a parcel line abutting a public street ("Side Yard Line").
3. All buildings that are located on parcels that abut the Interstate 75 property line of the Business Park shall have a sixty-five (65) foot setback minimum.

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- b) Building Materials: The exterior walls of each building shall be constructed of durable, permanent architectural materials that are compatible with park standards. The front façade and street side facades shall incorporate brick, stone, architectural block, architectural concrete panels, architectural metal, architectural wood and/or glass into their design. Front façade materials shall be continued for not less than twenty (20) feet on each side from the front surface. Unfaced concrete block, structural concrete and the like shall not be permitted without prior written approval of the Committee. Pole buildings or similar structures will not be permitted.

Except as otherwise provided herein, the sides and rear of all buildings shall be finished in an attractive manner in keeping with the accepted standards used for industrial buildings subject to the approval of the Committee.

Buildings must be kept in good repair and appearance at all times. Buildings must be of approved construction in conformity with all applicable building codes.

Buildings shall not exceed eighty (80) feet in height except upon written approval of the Committee.

Section 3 – INTENTIONALLY DELETED

Section 4 – Building Elevations: All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall occur at points relating to the massing and overall design concept of the building. Pre-finished metal siding shall not be permitted on front wall views, and only on side or rear walls above 14' to the roof lines; the lower section of the walls shall be constructed of matching brick, architectural metal, or pre-cast or tilt-wall concrete panels. The exterior facade of any expansion or addition to an existing building shall be consistent in appearance with the color, texture and material of the original building and shall be approved by the Committee.

There shall be no "expansion walls" in front yards of any Lot. Expansion walls shall be permitted and shall be constructed of concrete block painted to match the surrounding brick, or pre-cast or tilt wall concrete panels, or cooler panels, otherwise, matching surrounding permanent walls.

All down-spouts and gravel stops shall be pre-finished metal or shall be painted a color complementary to the wall color.

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Section 5 – Building Location: All buildings shall be sited on the lot to present the most desirable face to the street and, where possible, should be related spatially to buildings upon adjoining lots.

Section 6 – HVAC Units and Miscellaneous Equipment: Cooling towers, rooftop and ground mounted mechanical and electrical units and other miscellaneous equipment shall be integrated into the design of the building.

Section 7 – Parking: All employee and visitor parking shall be provided on-site. Parking shall not be permitted on any public street or access drive. Property owners shall provide parking as required by the *Whitfield County Code of Ordinances*. Parking areas shall be located at least twenty (20) feet from each parcel line abutting a public street and ten (10) feet from any other parcel line. All parking areas and driveways and trucking courts shall be concrete curbed and guttered, hard surface paved (or such other environmentally friendly alternatives), dust-free and properly marked. Paving must be completed by the time the final Certificate of Occupancy (COO) is issued. Parking for future phased expansions may be paved when COO is issued or planted with specified grasses.

Section 8 – Landscaping: All landscaping shall be completed when the final COO is issued. In the event this is not feasible, landscaping shall commence at the next growing season.

All grass, trees and shrubbery shall be kept in good appearance at all times. If the grass is not cut, or trees and shrubbery not properly maintained, the JDA may serve notice, and if not complied with within ten (10) calendar days, the JDA is hereby granted and shall have the right, privilege and license to enter upon the affected property and make any and all corrections or improvements in landscaping and maintenance at the expense of the Owner, Lessee or Licensee.

Section 9 – Turf Grass: The following turf seed is recommended for all open sunny flat lawn areas: Bermuda, Zoysia, or turf fescue.

It is required that all seeded areas are mulched after seeding, particularly in sloped areas, to prevent wind and water erosion.

Section 10 – Irrigation Systems: All irrigation systems are to be below ground, fully automated systems in compliance with all applicable building code requirements. All backflow control devices are to be located or screened so that they are not visible from public streets or parking lots. All parking areas, driveways, and walkways are to be "trimmed" to minimize spray onto pavements.

Section 11 – Signs:

- a) No billboard or advertising media such as signs, shades, awnings, searchlights, loudspeakers, amplifiers or similar devices shall be permitted other than signs

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identifying the name, business and products of the person or firm occupying the premises, and those directing visitors and offering the premises for sale or lease. Signs shall be incorporated into the landscape plan. Maximum overall size shall not exceed five (5) feet in height or fifty (50) square feet in area for one side. The JDA shall approve the style of all permitted signs.

- b) For buildings facing Interstate I-75, an additional sign of three hundred (300) square feet may be mounted on the building façade facing I-75.
- c) Sign locations shall be governed by the setback requirements unless written permission is given by the Building Code Review Committee for a non-conforming location.
- d) Permitted signs and identifying markings on buildings or building sites shall only be of such size, design and color as specifically approved by the JDA. Ground mounted signage structures of complimentary building materials (brick or concrete marquee) are encouraged, no higher than six (6) feet in height and twenty (20) feet in length, on which signage can be mounted, landscaped and ground mounted illumination of signage. Three (3) dimensional signage shall be encouraged.

Section 12 – Temporary Buildings: No building or structure of a temporary character shall be used on any lot at any time except for a construction trailer during the period of construction.

Section 13 – Fencing: Fences shall require prior written consent of the JDA. Screening of service, storage or rubbish areas may be required by the JDA. No fencing shall be permitted in front of the front building setback, unless permitted by the JDA, and if approved shall be factory painted black fabricated metal or natural aluminum with matching gates. Chain link fencing shall be permitted on side and rear yards, but shall be black vinyl coated.

Section 14 – Storage and Loading Areas:

- a) No loading doors or docks shall be constructed facing upon any public street or highway; provided, however, this restriction may be modified or waived in writing by the Committee where appropriate.
- b) Outdoor storage yards for materials, supplies, merchandise or equipment may be required to be screened from public view behind a visual barrier for the purpose of screening same from view from neighboring property and public streets within the Business Park. Please see above Landscaping paragraph for further recommendations on screening of side yard trucking doors and courts.

- c) Outdoor storage areas and loading areas shall be concrete curbed and guttered, hard surface paved, or other environmentally friendly and dust free.

Section 15 – Nuisances; Pollution: No Owner, Lessee or Licensee of property in the Business Park shall create or allow to exist either a public or private nuisance, as defined by any state law or county ordinances now in effect or as amended, upon any property within the Carbondale Business Park. In addition no rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any site and no odor(s) shall be permitted so as to render any site or portion thereof unsanitary, unsightly or offensive. In addition no use or operation shall be conducted which is noxious, harmful to the public health, or unsightly or detrimental to others.

Section 16 – Property Use: No parcel in the Business Park may be built upon, altered, or occupied for any purpose or use unless said purpose or use has been approved by the JDA. The kinds of uses deemed appropriate include general business and office uses, manufacturing, distribution and limited retail operations.

No operation, process, manufacturing, or building use that creates or produces excessive noise, light, odor, smoke, vibration, heat, industrial waste or any other excessive measurable external nuisance shall be permitted in the Business Park.

Activities relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of explosives, pollutants, contaminants, or chemical, industrial, hazardous, or toxic materials or waste is prohibited unless in full compliance with all applicable environmental laws (defined as all federal, state, and local laws, rules, regulations and codes) and other governmental requirements relating to pollution, control of chemicals, control of explosives, storage and handling of such products, management of waste, and discharges of materials into the environment are strictly adhered to. The Association may require proof of permitting from applicable authorities or agencies for any such activity.

The following uses are specifically prohibited:

- Junk/salvage yards
- Abattoirs
- Smelting operations
- Tannery
- Fertilizer manufacture
- Fat rendering

Section 17 – Property Maintenance: All real property in the Business Park, whether occupied or unoccupied, and any buildings or other improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth or the accumulation of rubbish or debris thereon, or

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unsightly condition of improvements thereon. No building or improvement in the Business Park shall be permitted by its Owner, Lessee, or Licensee, to fall into disrepair, and each such building and improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished. If in the opinion of the JDA, proper maintenance is not being undertaken, the JDA may, at any time after thirty (30) days of written notification to the Owner, contract for the completion of such maintenance work. The JDA shall take legal action to correct maintenance deficiencies.

Section 18 – Drainage Control: No land shall be developed and no use shall be permitted that result in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area, or other storm water management facility. Infiltration on each property is encouraged. Alternatives other than gutter and downspout systems shall be considered relative to impacts on roadway and vehicle parking areas and integration with other lot-based and Business Park storm water management systems, structures and objectives. The Planning Commission may, in its discretion, require on-site detention or sedimentation.

Improvements which direct storm water runoff to the detriment of other property owners are prohibited. Each owner shall take the necessary steps to ensure that storm water drainage from the Owners' lot is not contaminated with motor vehicle fuels and lubricants, salt, or other chemical compounds that are detrimental to aquatic life.

Section 19 – Lighting: The purpose of the site lighting guidelines is to provide for future dark sky legislation, and to provide a safe, functional, visually attractive and coordinated site lighting system that also helps prevent light pollution. The site lighting requirements are as follows:

- a) Lights shall be placed or configured to avoid glare and excessive light spillage into neighboring sites.
- b) All parking lot and driveway lighting should provide uniform illumination in compliance with the following minimum levels:
 - 1) Parking lots-- 1.0 foot candle
 - 2) Driveways-- 0.5 foot candle
- c) All light fixtures are to be concealed source fixtures except for pedestrian oriented accent lights.
- d) Lights attached to or directed at building entrances shall be small and unobtrusive. Where a larger degree of lighting is required, such as at warehouse loading docks, the fixtures should be concealed beneath an overhanging fascia or

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other elements of the structure. Using direct flood fixtures that do not violate dark sky regulation can also be used from the outer edge of parking aimed back to the building.

e) Exterior lighting fixture types are to be as follows:

- 1) Parking lot and driveway fixtures: cut-off type, high pressure sodium or metal halide rectilinear style, aluminum extrusion luminaires, twenty-five foot (25') mounting height in the parking lots and thirty feet (30') along the roadway. Single, double, triple or quad luminaires' configuration on square pole. Luminaires and pole shall have dark bronze anodized finish.

2) INTENTIONALLY DELETED

- 3) Accent and pedestrian lights shall be provided at key locations as building entry signs, driveway entries and walkways.

Section 20 – Site Utilities: The purpose of the site utilities guidelines is to promote the coordinated development of utilities in the Park to minimize utility costs and adverse visual impacts caused by utility structures and appurtenances. The guidelines are as follows:

- a) Provide utility easements as required.
- b) All permanent utility lines shall be underground.
- c) No cesspool, septic tank or sewage disposal plant shall be erected or maintained upon any part of the Park.
- d) Group transformers with utility meters wherever possible. Screen in a manner approved by the Authority.
- e) Utility appurtenances including telephone pedestals, utility meters, irrigation system backflow preventers, transformers, etc. are not to be visible from adjacent properties, parking areas, public streets or pedestrian walkways. Screen in a manner approved by the Authority.
- f) Tie into sanitary and storm sewer stub-outs as provided, to avoid disturbance to existing pavements.
- g) Tie into water main stub-outs where possible.

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- h) Where cuts in existing streets are made for utility work, all cutting, backfilling and paving shall be done in strict accordance with County Code, specifications and procedures.

ARTICLE IX: REGULATION OF IMPROVEMENTS

Section 1 – Approval of Plans: No improvements shall be constructed, erected, placed, altered, maintained, or permitted to remain in the Business Park until final plans and specifications shall have been submitted to and approved by the ARC. All proposals for development must be submitted and approved by the ARC prior to submission for building permit issuance. Work scheduling and estimated completion dates should be included with plans. Approvals under this section do not remove the obligation to obtain all other necessary construction permits that may be required by governmental agencies. Submissions shall follow the Business Park submission procedures and shall include the following:

a) Site Plan:

Building footprints and dimensions to property lines
 Building roof overhangs
 Configuration of parking and vehicular circulation areas
 Parking lot lighting locations
 Truck access, loading area, trash enclosures
 Setback lines and easements
 Location of on-site transformers, gas meters, switchgear
 Adjacent roadways
 Parcel area, building floor area, coverage ratios, total parking
 Estimated employment at peak, anticipated shift schedules
 Sanitary sewer location, water main, storm sewer facilities

b) Grading, Drainage And Erosion Control Plan:

Proposed finish grades, slopes, building pad elevation
 Site drainage structures and runoff calculations
 Grades of existing streets and curbs

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Drainage and erosions control submittals shall follow the standards prescribed by the Whitfield County Soil Erosion and Sedimentation Code and the Whitfield Local Design Manual

c) Landscape Plan:

Plant materials, spacing, and sizes

Walkways and paved areas

Other landscape features

d) Building Elevations:

Wall and roof materials, textures, and colors

Location of wall-mounted signs and lighting

Roof and parapet heights above ground floor line

Profile of roof-mounted equipment

Roof elevations above finished floor

e) Conceptual Graphics:

Ground, wall mounted, and directional signs

Locations, designs, materials, colors, textures, heights, area, and illumination

Section 2 – Timing: The ARC shall approve or disapprove plans, specifications and detail in writing, within ten (10) business days from the receipt thereof. If the ARC fails either to post a letter of notification, it shall be conclusively presumed that the ARC has approved said plans. One (1) set of said plans and specifications shall, with the approval or disapproval endorsed thereon, be returned to the person submitting them and the remaining set shall be retained by the ARC for the ARC's permanent files. Approval may be subject to specific conditions or modifications.

Section 3 – Obligation to Follow Plans: The approved plans and specifications shall be followed strictly. Any failure to comply with the plans shall constitute a breach of these covenants.

Section 4 – Variances: The ARC will consider variances from any provision of this Declaration where such variations will assist in carrying out the intent and spirit of this

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Declaration and where strict application of the provision would result in a particular hardship to the person seeking a variance.

Section 5 – Liability: Neither the ARC, JDA, Association or Board, their successors and assigns, shall be liable for any damage, loss or prejudice suffered or claimed by any Owner, Lessee or Licensee, or by their agents, consultants, architects, engineers or contractors, who submits such plan for approval.

ARTICLE X: DIVISION OF PROPERTY INTERESTS

All property divisions shall follow the established Whitfield County land division procedures. No Lot located within the Business Park shall be further subdivided into Lots smaller than five (5) acres without prior written approval of the Board. In no instance shall such division create a Lot which is not developable in compliance with this Declaration or which would violate any applicable state and local laws, ordinances or regulations regarding the subdivision of lands.

ARTICLE XI: RECAPTURE OF LAND

Section 1 – JDA Right of First Refusal as to Vacant Land: In the event any owner of land in the Business Park elects to sell any portion which is not being used in connection with the business or industry of the owner, or which the owner desires to sell separate and distinct from any sale of the business or industry being conducted by the owner, the same shall first be offered for sale, in writing, to the JDA at the same fair market value price and upon the same terms as the property may be offered to another third party for sale. The JDA shall exercise its right of first refusal within twenty (20) days of receiving written notice of the offer to purchase. In the event the JDA shall not exercise its right of first refusal in a timely manner, the owner may then sell the property upon the same terms and conditions as offered to the JDA. In that event, the JDA's right of first refusal shall then terminate as to that pending offer. However, the right of first refusal shall continue for each and every subsequent sale by an owner. It is intended that this right of first refusal shall apply only to the resale of vacant land. Any division of parcel shall comply with the minimum parcel size requirements required herein or by JDA ordinance.

In the event of acceptance of such offer by the JDA, conveyance shall be by Warranty Deed, free and clear of all liens and encumbrances created by act or default of the owner. Regardless of the JDA's actions herein, the use of the land by any subsequent owner shall be subject to applicable zoning, ordinances, restrictions and regulations of the JDA and the Business Park Restrictive Covenants relating to the use of the land at the time of the sale.

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Section 2 – Recapture of Land for Failure to Improve: If a purchaser of land in the Business Park has not or cannot commence construction and improvements on the land purchased within eighteen (18) months of the closing date, has not completed construction within thirty (30) months, or has failed to comply with the plans or specifications approved by the JDA, the JDA shall have the right to repurchase the property from the purchaser at the original purchase price without interest less the estimated cost of restoring the property to the condition which it was in at the time of purchase; however the JDA may, at its option, accept the parcel and the improvements thereon in which case restoration shall not be required. Any extension of time to permit construction and improvement must be mutually agreed upon in writing between the JDA and the purchaser and adopted by Resolution of the JDA Board.

If the JDA reclaims the land through non-performance by the purchaser as provided herein, purchaser shall convey the property to the JDA by Warranty Deed, free and clear of all liens and encumbrances created by act of default of the purchaser. The Deed shall be delivered to the JDA upon payment of the amounts set forth herein.

If the JDA reclaims the land through non-performance by the purchaser, the JDA may sell the land to any party and the subsequent purchaser shall be subject to applicable zoning, ordinances, restrictions, and regulations of the JDA and the Business Park Protective covenants relating to the use of the land at the time of the sale.

Section 3 – Amendment or Modification: The provisions of this Article (Article XI) may be amended or modified only by a majority vote of the JDA Board.

ARTICLE XII: ENFORCEMENT OF COVENANTS AND RESTRICTIONS

These covenants and restrictions may be enforced by the JDA as follows:

Section 1 – Cost of Correction/Fines: If any Owner, Lessee, or Licensee in the Business Park fails to conform to the provisions of this Declaration or the plans/specifications as approved by the JDA, and such failure to conform continues for thirty (30) days after written notice from the JDA is delivered to such Owner, Lessee or Licensee, specifying such failure to conform, thence the JDA may, without further notice, perform such acts and take such action directly upon the property of the non-conforming Owner, Lessee, or Licensee, and said Owner, Lessee or Licensee shall be responsible for, and upon written demand shall immediately pay to the JDA all costs incurred by the JDA in correcting and/or curing such failure to conform, and such costs shall bear interest at the maximum legal rate allowed by law from the date of correction and/or curing by the JDA until paid. In addition, a fine of one hundred dollars (\$100.00) per day shall be assessed against the property for each day the failure to correct and/or cure is allowed to continue after notice as above set forth is given; provided, however, that no Officer, Director, Employee or Agent of any Owner, Lessee or Licensee shall be personally liable

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unless such Officer, Director, Employee or Agent had actual knowledge of such violation.

Section 2 – Injunctive Relief: If any Owner, Lessee or Licensee, or their employees, agents, contractors or invitees shall violate or attempt to violate or permit to be violated any of the provisions thereof or the plans/specifications approved by the ARC, the JDA shall have the right to prosecute any proceeding in any court of competent jurisdiction, against such person or persons, violating or attempting to violate, or permitting to be violated, any such provision, to prevent and permanently enjoin such violation and to recover damages for such violation. The JDA may without notice apply for and obtain a temporary injunction, if deemed necessary by the JDA to prevent any violation hereof; provided that, no Officer, Director, Employee or Agent of any Owner, Lessee or Licensee shall be personally liable unless such Officer, Director, Employee or Agent had actual knowledge of such violation. All Owners, Lessees Licensees, Agents, Employees, Contractors, invitees and their heirs, successors or assigns consent to such proceedings being prosecuted in Courts in Whitfield County, Georgia. The foregoing enforcement remedy shall be in addition to and not in limitation of any legal or equitable remedy available to the JDA under the laws of the State of Georgia. All costs including actual reasonable attorney's fee, incurred by the JDA in any legal proceeding which results in a judgment, order or decree in favor of the JDA, shall be borne in full by the defendant in such proceeding. Failure by the JDA, its successors or assigns, to enforce any restriction, covenant, condition or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as the same breach or as to any breach occurring prior or subsequent thereto.

Section 3 – Owner Rights: Notwithstanding any other provisions hereof, any Owner, Lessee or Licensee of land in the Business Park shall have the right and standing to take legal action for the enforcement of the covenants in the event the JDA fails to do so, provided the JDA shall first have been given written notice of the intention to take such action together with a reasonable stated period of time in which the JDA may commence enforcement of these covenants as to the matters set forth in the notice, which period shall be reasonable under the circumstances, and further provided that within said period the JDA shall have failed to initiate such enforcement action.

Section 4 – Severability: If any provisions of this Declaration are held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions.

Section 5 – Ordinances: If the *Whitfield County Code of Ordinances* and land use restrictions differ from those set forth in this Declaration, then compliance with the more restrictive provisions shall be required.

Section 6 – Amendments: Initially, this Declaration or any covenant, condition or restriction contained herein, may be terminated or amended, as to the whole Property or any portion thereof, at the sole discretion of the JDA. At such time as eighty percent

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(80%) of the total square footage of the Property, exclusive of areas dedicated for streets, parks, storm water management facilities or other public uses, has been conveyed to persons other than the JDA, then this Declaration, or any covenant, condition or restriction contained herein, may be terminated or amended, only with the written consent of the JDA and the owners of two-thirds (2/3) of the square footage of the non-dedicated portion of the Property not owned by the JDA. At such time as the JDA ceases to have any interest in the Property, then this Declaration, or any covenant, condition or restriction contained herein, may be terminated or amended, only with the written consent of the owners of two-thirds (2/3) of the square footage of the Property. Any written consent described in this section that terminates or amends this Declaration shall be in recordable form and shall take effect upon recordation.

Section 7 – Governing Law: This Declaration shall be governed by the laws of the State of Georgia and Whitfield County.

ARTICLE XIII: LIENS AND NON-PAYMENT OF ASSESSMENTS

Each Owner of any Lot in the Business Park, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all sums which may become due the Association from such Owner pursuant to the provisions of this Declaration. The assessment of any such sums as herein provided, including interest, cost, penalty and actual reasonable attorney's fees for the enforcement of the same, shall be a charge on, and shall be a continuing lien upon the property against which such assessment is made. Annual assessments shall not commence until activated by Declarant or the Association by simple majority vote and such annual assessments shall be capped at \$100 per acre per year (in 2010 dollars, adjusted annually in accordance with the C.P.I.) and shall not increase unless amended by the affirmative vote of not less than sixty percent (60%) of the Association.

Section 1 – Creation of a Lien and Personal Obligation for Assessments: The Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, hereby agrees that the Association may levy and Owner shall pay to the Association:

- a) Annual assessments or charges; and
- b) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and Special Assessments, together with interest, costs and actual reasonable attorneys' fees, shall be charged on the Lots and shall be a continuing lien upon the Lots against which each such assessment is made. Such lien shall be superior to all other liens except (i) all taxes, bonds, assessments and other levies which, by law, would be

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superior thereto, and (ii) the lien or charge of any first mortgage of record made in good faith and for value and to an institutional lender such as a bank, savings & loan association, real estate investment trust, the holder or holders of industrial revenue bonds, or insurance company. Such assessments, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner at the time when the assessment fell due. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, and all dues and assessments due shall be paid in full before any sale or transfer may take place.

Section 2 – Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, by not less than sixty percent (60%) vote of the Association, the Association may levy a special assessment (a “Special Assessment”) applicable to any particular calendar year or years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon or serving Common Areas. After assessing a Special Assessment, the Board shall send a written statement to each Owner stating (i) the amount of the Special Assessment, and (ii) the amount of the Special Assessment assessed against each such Owner's Lot stated in terms of the total sum due and owing as the Special Assessment, and (iii) that unless the Owner shall pay the Special Assessment applicable to such Owner's Lot(s) within thirty (30) days following the Owner's receipt of the statement, payment of the Special Assessment shall be deemed delinquent and shall bear interest from the date due until received by the Association, pursuant to the terms of Section 7 below. Notwithstanding Article XV hereinafter, nothing herein shall provide the Association with the authority to levy any special assessment hereunder for the sole purpose of acquiring any additional real property.

Section 3 – Uniform Rate of Assessment: Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a quarterly basis. Said uniform rate of assessment shall be based upon the acreage of a particular Lot as compared to the total number of acres comprising the Property; provided, however, that the Board or Declarant (prior to creation of the Association), as the case may be, may assess certain charges and expenses incurred in connection with maintenance of right-of-ways along roadways within the Property, including, without limitation, landscaping and landscape maintenance and irrigation system maintenance, based upon the linear frontage of particular Lots adjacent to such right-of-ways and roadways as compared to the total number of linear frontage along such right-of-ways and roadways.

Section 4 – Due Dates of Annual Assessments: The annual assessments provided for herein shall commence as to all Lots at a date established by the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board on a quarterly or such other basis as the Board may determine. The Association shall, upon demand, and for a reasonable charge,

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furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 5 – Effect of Non-Payment of Assessment: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall bear interest from said due date at a rate equal to 4.0% per annum above the Prime Rate, but in no event in excess of that rate allowed by Law. The "Prime Rate" shall mean the rate of interest announced from time to time in the Federal Reserve Statistical Release H.15 as the current weekly average of the "Bank Prime Loan" interest rate. In the event that such publication ceases to be issued by the Federal Reserve System, then the "Prime Rate" shall mean the rate of interest announced from time to time as its Prime Rate of interest by any national commercial bank, with offices located in the City of Atlanta, Georgia, selected by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of its Lot or any Improvement on its Lot. To evidence the assessment lien, the Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the date that the unpaid indebtedness was due, the name of the Owner of the Lot or portion of the Property covered by such lien and a description of such Lot or portion of the Property. Such notice shall be signed on behalf of the Association and shall be recorded in the records of the Clerk of Superior Court of Whitfield County, Georgia. Such lien shall attach with the priority set forth above from the date that such payment becomes delinquent as set forth above. Subsequent to the recording of a notice of assessment lien as provided herein, the Association may enforce and foreclose the assessment lien in the manner set forth in **OCGA § 44-3-220 et seq.** The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale to enforce its lien, and to acquire and hold, lease, mortgage and convey the same. During the period the Lot is owned by the Association following foreclosure, no assessment shall be assessed or levied on such Lot foreclosed upon, unless such Lot shall be leased by the Association. The Association shall also have the right to pursue and obtain a personal money judgment to recover unpaid assessments.

Section 6 – Subordination of the Lien to First Mortgages: The foregoing to the contrary notwithstanding, the lien on any Lot for the assessments provided for herein shall be subordinate to the lien and security title of any first priority mortgage or deed to secure debt held by an institutional lender as defined in Section 1 of this Article XIII, provided that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a foreclosure or proceeding in lieu of foreclosure, or similar such event. Sale or transfer of any Lot shall not affect the assessment lien.

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ARTICLE XIV: NOTICES

Any written notice or demand required to be given or delivered pursuant to these covenants shall be deemed to have been delivered to any Owner, Lessee or Licensee upon depositing the same in the United States mail, postage prepaid, directed to the address of the such Owner, Lessee or Licensee shown on the records of the Tax Commissioner of Whitfield County, Georgia.

ARTICLE XV: ADDITIONAL PROPERTY

The JDA specifically reserves the right herein to add additional properties to the Business Park, from time to time, which additional properties may be now owned or hereafter acquired by the JDA. All additional properties added to the Business Park shall be contiguous to the original Business Park as described in Exhibit A attached hereto. Upon compliance with all rules, ordinances and regulations of governmental authority relating to the platting and/or subdividing of land, and upon filing for recordation of the map, plat or survey of the additional properties as required, and with indication thereon that the additional properties are intended to be part of the Business Park, the JDA shall file or record a statement in the public records to the effect that the additional properties are to be encumbered by and are to be developed in accordance with these covenants, whereupon this Declaration of Restrictive Covenants shall extend to, and the additional property shall be subject to, all of the provisions of this Declaration; all as part of a general plan for the development, improvement, sale and use of the Business Park. These covenants shall thereupon run with the additional properties and every part thereof for all purposes, and shall be binding upon and inure to the benefit of the JDA and all Owners, Lessees and Licensees, and their successors in interest as set forth in this Declaration; all as if the additional properties had initially been part of the Business Park. The additional property shall be included in determining the requirements for amendments pursuant to Article VII(F). The covenants shall thereupon, encumber the entire Business Park together with the additional properties, whether or not contained in any conveyance of property with the Business Park; and they shall not be extinguished as to any property by foreclosure, execution sale or tax sale.

ARTICLE XVI: TERM

The benefits and burdens of the covenants, conditions and restrictions of this Declaration shall run with the land and shall bind and inure to the benefit of, any Owner, tenant or occupant of any land subject to this Declaration, their successors or

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assigns. This Declaration shall continue in effect through January 18, 2031 (twenty years (20) from the date of initial recording of the original Declaration at Deed Book 5562, Page 247).. All parties having any right, title or interest in the Property or any part thereof, their heirs, successors, successors in title and assigns, herein agree that said covenants, conditions and restrictions of said Declaration, as may be modified and amended, shall automatically be renewed for additional twenty-year periods unless terminated as follows: At least 51% of the Owners affected by such covenant shall execute a document containing a legal description of the entire affected by said covenants, a list of the names of all record owners of Lots affected by the covenants, and a description of the covenants to be terminated, which may be incorporated by reference to another recorded document. By signing such document, each such Owner shall verify that it is a record Owner of Property affected by the Covenants. Such documents shall be recorded in the office of the Superior Court of Whitfield County, Georgia no sooner than within two (2) years prior to the expiration of the initial twenty-year period or any subsequent twenty-year period. The Clerk of Superior Court shall index the document under the name of each record Owner appearing in the document.

IN WITNESS WHEREOF, the Dalton-Whitfield County Joint Development Authority herewith adopts and executes these Covenants, directing that the same be recorded in the deed records of Whitfield County, Georgia.

This 17th day of July, 2018.

[Signature]
Title: Chairman

[Signature]
Title: Secretary

Signed, sealed, and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

Allison K Harp
Notary Public
Whitfield County, Georgia
My Commission Expires June 09, 2020

EXHIBIT "A"
PROPERTY DESCRIPTION

A certain tract or parcel of land lying and being Land Lots 136, 137 and 152 of the 13th District and 3rd Section of Whitfield County, Georgia being Lots Nos. 1, 2 and 3 as shown on plat of survey entitled "Boundary & Topographic Survey for: Whitfield County" prepared by Ronnie Joiner, Georgia Registered Land Surveyor No. 2488, of record in Plat Book D, Pages 1596 and 1597, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, said plat being incorporated herein by reference for a full and complete description of said lots.

EXCEPTED FROM THIS CONVEYENCE is that tract of land shown as "Reserved to Whitfield County, Georgia, as public road", said public road right of way being more particularly described in that plat of record in Plat Book D, Page 1597, said plat being incorporated herein by reference for a full and complete description of said road right of way.

ALSO EXCEPTED HEREFROM is that area shown on the plat of record in Plat Book D, Page 1596, as "Access Easement, Area B"; said Area B access easement is property owned by Whitfield County, Georgia and reserved by Whitfield County.

SUBJECT TO EASEMENT RIGHTS OF INGRESS AND EGRESS across those areas designated "Access Easement Area A" and "Access Easement Area B" on the plat of record in Plat Book D, Page 1596, said easements in favor of that property designated as "N/F Ray Duncan, Tax Parcel No. 13-152-15-000" on said plat at Plat Book D, Page 1596, Whitfield County Clerk's Records, reference to said plat being herein made for a full and complete description of said Access Easement Area A and Access Easement Area B.

ALSO EXCEPTED FROM THIS CONVEYENCE is that area shown as 600.00 feet in diameter circle leased originally by BellSouth Mobility, Inc. and sub-leased to Crown Castle South, Inc. said sub-lease being shown of record in Deed Book 3635, Page 63, reference to same being herein made for a full and complete description of said leased area.

ALSO EXCEPTED HEREFROM is that property conveyed to TRCC Holding Company, Inc. from Dalton-Whitfield County Joint Development Authority by deed of record in Deed Book 5567, Page 319, Whitfield County, Georgia, Clerk's Records.

ALSO EXCEPTED HEREFROM is that right of way for Nexus Drive dedicated by Whitfield County, Georgia as part of the Whitfield County Road System by instrument of record in Deed Book E, Page 1128, Whitfield County Clerk's Records.

The property shown on the plat of record in Plat Book D, Pages 1596 and 1597, is composed of those tracts of land conveyed to Whitfield County, Georgia by the following deeds, to-wit: Deed from John T. Broome at Deed Book 111, Page 226; Deed from Ernest M. Acree, Sr. and W. G. Acree, Jr. at Deed Book 111, Page 225; Deed from Acree Homes and Development, LLC at Deed Book 5438, Page 71; Deeds from Acree Enterprises, LLLP at Deed Book 5438, Page 66 and Deed Book 5438, Page 69; Deed from Executor of the Last Will and Testament of Ernest M. Acree, Sr. at Deed Book 5438, Page 64; Deed from Ownbey Enterprises, Inc. at Deed Book 5439, Page 191; Deed from Doil E. Smith, a/k/a Doil Eugene Smith at Deed Book 5497, Page 76; Deed from Luis Paniagua and Bertha A. Paniagua, a/k/a Berta A. Paniagua at Deed Book 5536, Page 80; Deed from Wynette Gazaway at Deed Book 5538, Page 94 and Deed from Terry Gazaway, Reginald Gazaway and Demetria L. Gazaway Ledford at Deed Book 5540, Page 270, Whitfield County, Georgia, Clerk's Records.

ALSO

A certain tract or parcel of land lying and being in Land Lots 116 and 117 of the 13th District and 3rd Section of Whitfield County, Georgia, being Tract 2 shown on an ALTA/ACSM Land Title Survey for Dalton-Whitfield County Joint Development Authority dated June 18, 2015 prepared by Moreland Altobelli Associates, Inc. and certified by Ronnie J. Joiner, Georgia Registered Land Surveyor No. 2488 of record in Plat Book E, Pages 550-551, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, said plat being incorporated herein by reference by reference for a full and complete description of said Tract 2.

The above described property is shown on the above referenced survey to contain 39.438 acres, more or less.

The above described property being that identical property conveyed to Dalton-Whitfield County Joint Development Authority by Warranty Deed of record in Deed Book 6195, Page 106, Whitfield County, Georgia, Clerk's Records.

ALSO

A certain tract or parcel of land lying and being in Land Lots 116 and 117 of the 13th District and 3rd Section of Whitfield County, Georgia, being Tract 1 shown on an ALTA/ACSM Land Title Survey for Dalton-Whitfield County Joint Development Authority dated June 18, 2015 prepared by Moreland Altobelli Associates, Inc. and certified by Ronnie J. Joiner, Georgia Registered Land Surveyor No. 2488 of record in Plat Book E, Pages 550-551, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, said plat being incorporated herein by reference for a full and complete description of said Tract 1.

LESS AND EXCEPT FROM THE ABOVE-DESCRIBED PROPERTY that portion of same conveyed by Thomason Enterprises Limited Partnership to The City of Dalton at Deed Book 5995, Page 235 in the Office of the Clerk of Superior Court of Whitfield County, Georgia. Said excepted property is more particularly described on the plat of survey referenced hereinabove dated June 18, 2015 certified by Ronnie J. Joiner, Georgia Registered Land Surveyor No. 2488, as follows, to wit: All that tract or parcel of land lying and being in Land Lot 116 of the 13th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as follows: Commencing at the Land Lot corner common to Land Lots 115, 116, 137 & 138, thence north 44 degrees 51 minutes 18 seconds east for a distance of 2484.25 feet to a point, being the Point of Beginning; thence, proceed north 57 degrees 27 minutes 33 seconds east for a distance of 12.67 feet to a point; thence north 52 degrees 50 minutes 34 seconds east for a distance of 56.99 feet to a point; thence north 50 degrees 51 minutes 16 seconds east for a distance of 54.52 feet to a point; thence north 44 degrees 41 minutes 13 seconds east for a distance of 5.90 feet to a point; thence south 77 degrees 36 minutes 17 seconds east for a distance of 248.82 feet to a point; thence south 78 degrees 30 minutes 45 seconds east for a distance of 326.46 feet to a point; thence north 63 degrees 54 minutes 30 seconds east for a distance of 585.27 feet to a point; thence along a curve to the left having a radius of 2919.72 feet and an arc length of 100.11 feet, said arc being subtended by a chord with a bearing of south 23 degrees 31 minutes 03 seconds east and a length of 100.10 feet, to a point; thence south 63 degrees 54 minutes 30 seconds west for a distance of 614.72 feet to a point; thence north 78 degrees 35 minutes 38 seconds west for a distance of 334.42 feet to a point; thence north 77 degrees 36 minutes 17 seconds west for a distance of 359.55 feet to a point and The Point of Beginning.

Carbondale Business Park Covenants

The survey referenced hereinabove dated June 18, 2015 shows Tract 1 to contain 56.751 acres, more or less, including the Less and Except tract. The survey shows the Less and Except tract to contain 2.831 acres, more or less.

The above described property being that identical property conveyed to Dalton-Whitfield County Joint Development Authority by deed of record in Deed Book 6195, Page 108, Whitfield County, Georgia, Clerk's Records.

ALSO

All that tract or parcel of land lying and being in Land Lot No. 152 in the 13th District and 3rd Section of Whitfield County, Georgia, and being more particularly described in a plat by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated October 28, 1997, as follows:

BEGINNING at an iron pin found on the easterly side of a 30 foot road easement, said iron pin being located north 58 degrees 59 minutes east 29.63 feet from an iron pin found on the easterly right-of-way line of Interstate Highway 75 which is 1426.35 feet southwardly along the easterly right-of-way line of Interstate Highway 75, including an offset therein, from its intersection with the north line of said Land Lot No. 152; thence north 58 degrees 59 minutes east 156.61 feet to an angle iron; thence south 32 degrees 7 minutes east 309.31 feet to an axle; thence south 36 degrees 30 minutes east 138.68 feet to an axle; thence south 65 degrees 2 minutes west 162.63 feet to an axle on the northeasterly side of the aforesaid 30 foot road easement; thence north 35 degrees 19 minutes west along the northeasterly side of said 30 foot road easement 158.86 feet to an axle, and continuing north 35 degrees 19 minutes west along the northeasterly side of said 30 foot road easement 229.58 feet to an iron pin found; thence continuing along the easterly side of said 30 foot road easement, north 11 degrees 40 minutes west 45.4 feet to the point of beginning.

TOGETHER WITH AN EASEMENT for purposes of ingress and egress to and from the above-described property from Carbondale Road, the easterly, northeasterly, northerly, northeasterly and easterly side of said easement being described as follows:

BEGINNING at the iron pin marking the northwest corner of the above-described property; thence south 11 degrees 40 minutes west 45.4 feet to an iron pin; thence south 35 degrees 19 minutes east 229.58 feet to an axle; thence continuing south 35 degrees 19 minutes east 158.86 feet to an axle marking the southwest corner of the above-described property, and continuing thence south 35 degrees 19 minutes east across a 30 foot easement to a rebar; thence south 36 degrees 3 minutes 20 seconds east 104.59 feet; thence north 70 degrees 52 minutes 30 seconds east 230 feet; thence south 65 degrees 0 minutes 30 seconds east 43.30 feet; thence south 21 degrees 31 minutes 30 seconds east 193.95 feet to the northerly side of Carbondale Road.

LESS AND EXCEPT AND SUBJECT TO any and all ACCESS RIGHTS as conveyed to the State of Georgia Department of Transportation by deed entitled "conveyance of access rights" of record in Deed Book 6059, Pages 203-210, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, said deed of conveyance being incorporated herein by reference for a full and complete description of the access rights conveyed.