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HARRY O. ADKISON
PROBATE JUDGE
GENEVA COUNTY, ALABAMA

**COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
THE GENEVA COUNTY INDUSTRIAL PARK**

STATE OF ALABAMA

Recording Fee 0.00
TOTAL 0.00

COUNTY OF GENEVA

THIS DECLARATION, made on the date hereinafter set forth by the Geneva County Commission, a political subdivision of the State of Alabama, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Geneva County, Alabama, described in Exhibit "A", and more particularly described on maps or plats of survey designated as "Geneva County Industrial Park," which survey is a description in Geneva County, Alabama on April 17, 2003.

NOW , THEREFORE, Declarant hereby declares that all land or portions thereof reflected on the Survey 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, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner (as hereinafter defined) thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title or an estate for years to any land, which is a part security of the Properties, but excluding those having such interest merely as the

performance of an obligation.

Section 2. "Properties" shall mean and refer to The Geneva County Industrial Park being that certain real property hereinbefore described and reflected on the Survey, and such additions thereto as may hereafter be brought within the jurisdiction of the Declarant.

Section 3. "Common Area" shall mean all storm water retention/detention areas owned by the Declarant for the common use and enjoyment of the Owners. The Common Area shall further include the entrances to the Properties and those areas, owned by the Declarant and not leased by the Declarant to tenants, requiring gardening, mowing or other cleaning to maintain the appearance of the Properties.

Section 4. "Lot" shall mean and refer to any plot of land described in the Geneva County, Alabama deed records included within the property described in the Properties.

Section 5. "Declarant" shall mean and refer to The Geneva County Commission, its successors and assigns.

ARTICLE II PROPERTY RIGHTS

Section 1. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Any Owner may delegate his right of enjoyment to the Common Area to its tenants.

**ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Each Owner of any Lot by acceptance of a deed or indenture of lease from Declarant therefore, where or not it shall be so expressed in such deed or indenture of lease, is deemed to covenant and agree to pay to the Declarant: (1) annual assessments or charges, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The Declarant shall be obligated to pay the annual assessment charge and any special assessment for each Lot owned by Declarant.

Section 2. The annual assessments levied by the Declarant shall be used exclusively, and shall not exceed the amount necessary to promote health, safety, and welfare of the businesses in the Properties and for necessary improvements to and maintenance of the Common Area. Annual assessments shall include, and the Declarant shall provide and pay for out of funds derived from annual assessments, including annual assessments on Lots owned by Declarant, the following:

(a) Reasonable and necessary maintenance, repair and other upkeep of the Common Area.

(b) Any other materials, supplies, labor, services, maintenance, repairs, structural alternations, insurance or assessments with respect to the Common Area, which the Declarant is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the reasonable opinion of the Declarant for the maintenance or operation of the Common Area, for the benefit of Lot Owners, or for the enforcement of these restrictions.

Section 3. Any annual assessments shall be determined by the Declarant and the amount payable by each Lot Owner shall be the amount resulting when the total assessment

for the useable areas of the Properties is multiplied by the percentage resulting when the area of the Owner's Lot is divided by the total area of the Properties. As of the date of this Declaration the total estimated useable area of the Properties is 90 acres, more or less.

Section 4. In addition to the annual assessments authorized above, the Declarant may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any necessary reconstruction, repair or replacement of the storm water retention/detention facility situated in the Common Area.

Section 5. The Declarant shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Declarant setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Declarant as to the status of assessments on a Lot is binding upon the Declarant from and after the date of its issuance.

Section 6. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum.

ARTICLE IV USE RESTRICTIONS

Section 1. All Lots shall be used only for the manufacturing, processing, warehousing, or distribution purposes. Said Lots shall not be used for residential purposes, nor for the retail sale of any merchandise, or service unless, in the discretion of the Declarant, such retail sales and/or services are directly related to, and support the industrial processing, manufacturing, warehousing or distribution facilities already located, or expected to be located, in the Properties.

Section 2. No industry, processing operation, or other business shall use any

materials, which will adversely affect or cause damage to the property or products of any other plant or business of any kind located within the Properties; or which will result in extra ordinary increases of insurance rates on structures or other properties within the Properties; or which could constitute a nuisance in the generally accepted definition of that term.

Section 3. Any and all businesses and industries of any nature whatsoever using or occupying any property within the Properties shall do so in full compliance with all ordinances, laws, regulations, and restrictions established by the Federal government, the State of Alabama and the County of Geneva.

Section 4. The Declarant reserves the right to specify types of manufacturing, processing or other land uses, which will be permitted within the properties.

Section 5. Owners acquiring Lots from the Declarant, whether by purchase or lease, must commence construction of the intended improvements to the Lot within the twelve (12) month period from the lease or purchase of property by owner.

Section 6. No Lot shall be further subdivided by any Owner without the prior written consent of the Declarant; provided, however, that any Owner may transfer any portion of its Lot or Lots to any member of the same group of controlled corporations (within the meaning of Section 1563(a) of the Internal Revenue Code of 1986, as amended) as the Owner.

Section 7. No improvement shall be erected, placed, altered, maintained or permitted to remain on any Lot until the plans and specifications showing the site layout and all exterior elevations, with materials and colors thereof and structural design, signs and landscaping shall have been submitted in writing to and approved in writing by the

Declarant and all permits for constructing the improvements have been issued to the Lot Owner by the Declarant. Approval by the Declarant shall be based, among other things, on the adequacy of Lot dimensions; the adequacy of the structural design; the conformity and harmony of external design with neighboring sites; the relation of the topography, grade and finished ground elevation of the Lot being improved to that of neighboring sites; storm water drainage; the proper facing of the main elevation to nearby streets; and the conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Declarant shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

Section 8. If the Declarant fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been submitted to them, it shall be conclusively presumed that the Declarant has approved said plans and specifications, subject, however, to the restrictions contained herein. Neither the Declarant nor its successors or assigns, nor its members, nor its directors, nor its officers, nor its agents, shall be liable in damages to any Lot Owners affected by this declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to the Declarant for approval agrees, by submission of such plans, and every Owner of any said Lot, by acquiring title thereto, that it will not bring any action or suit against the Declarant, its successors, assigns, members, directors, officers, and agents to recover any such damage.

Section 9. All vehicular ingress-egress to Lots shall be by means of any established

access way complying with the provisions set forth herein. Each lot and its access way(s) shall be so arranged and maintained as to prevent unchanneled vehicular ingress-egress except by means of a public street or road. Vehicular access ways from public streets and roads shall be so designed, located, and constructed as, in the determination of Declarant, to best facilitate the flow of traffic to and from the Lots without creating adverse traffic flow conditions or safety hazards on the public streets or roads. Each Owner shall provide ingress or egress to the improved portions of its Lot through paved surfaced roads and driveways. All parking lot facilities shall be paved. Adjoining Lot Owners may, by written agreement approved by the Declarant, jointly use access ways. The plans showing the location and design of access ways to Lots shall be subject to review and approval by the Declarant.

Section 10. The Declarant reserves an easement through, over and under that portion of each Lot running ten (10) feet in width along, through and under each boundary thereof, for storm water drainage channeling and to construct, use and maintain electric, water, sewage, natural gas, telephone and other utility lines and structures. All underground utility structures within the reserved easement areas shall be placed at a depth of no less than thirty-six (36) inches. All work shall be performed with minimal disruption to the business of the Lot Owner. Within the easements reserved by Declarant hereby, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot shall be continuously maintained by the Owner of such Lot, except for maintenance for which a public utility company is responsible.

Section 11. Each Lot Owner shall connect to City of Hartford water and sewer lines

however, Declarant has the option to waive the requirements of sewer system connection for projects utilizing smaller tracts of land and having few employees or other conditions where the Declarant believes an approved Septic Tank system is in the best interest of the park and owners' needs. No Lot Owner that produces industrial or process wastewater may operate in the Properties except with the approval in writing of the Declarant and the receipt of all industrial wastewater discharge and other required permits from the appropriate issuing authorities. The Lot Owner shall treat all waterborne industrial waste in accordance with the requirements of the Alabama Department of Environmental Management Standards, State of Alabama and any applicable federal regulatory authorities before discharging the waste.

Section 12. Without the written consent of Declarant, the floor area of the buildings constructed on the Lots shall not occupy in total more than fifty percent of the Lot area.

Section 13. Buildings on each Lot shall be no closer than fifty (50) feet from each road right of way and twenty (20) feet on each Lot side or rear Lot line, and no area paved within ten (10) feet of side and rear lot lines.

Section 14. An architectural rendering of building(s) must be presented to and approved by the Declarant prior to beginning of construction to insure the appearance character of the park. Metal buildings must have a baked enamel finish and block buildings must be painted. Entry into the main office section of a building must have an aesthetically attractive façade.

Section 15. All unimproved areas of each Lot shall be landscaped and grassed.

Each lot, including the landscaped and grassed areas, the building improvements and all paved access ways and parking areas, shall be maintained by the Owner in a clean, presentable and safe condition. The Owner shall remove from the Lot all undergrowth, weeds, debris, rubbish, trash, dirt, industrial waste or garbage, or any other unsightly materials.

Section 16. Except with the written approval of the Declarant, all fencing for screening, security or other purposes, must be constructed with an all-metal, industrial type of galvanized or non-ferrous material. Except with written approval of the Declarant, all fences, hedges or mass plantings must be within the setback provisions of Section 13, above.

Section 17. No vehicular or standing parking is permitted on public streets, right-of-way and thoroughfares located within or abutting the Properties.

Section 18. Areas for parking, maneuvering and unloading trucks shall be provided in addition to the space provided for employee and visitor parking. The loading area must be surfaced with concrete or asphalt. Loading areas shall not encroach into setback areas unless approved by the Declarant in writing.

Section 19. The storage of materials, equipment or other personal property (exclusive of vehicles, trucks, vans, tractors and tractor trailers) used in the Lot Owner's business in areas on the Lot other than in buildings must be screened with fencing, plantings or both to restrict the outside view thereof.

Section 20. Flashing and/or portable signs may not be used. No advertising signs other than those identifying the name, business and products of the Lot Owner are to be permitted. Directional signs and a sign offering the Lot for sale or lease, of approximately the same size as those in the general use by Geneva County are permitted.

Section 21. No manufacturing or processing activity (exclusive of normal operation, including, but not limited to, loading, unloading and storage, of vehicles, trucks, vans, tractors, and tractor trailers) on any Lot or the source of power used in connection therewith shall produce excessive smoke, odors or fumes.

Section 22. All utility service lines from the border of any Lot to any improvement to the Lot shall be underground unless otherwise permitted in writing by the Declarant.

Section 23. The Declarant or any Lot Owner shall have the right to seek and obtain an injunction prohibiting the violation of any covenant set forth herein, in addition to the legal action for damages at any time after thirty (30) days from the date that the Declarant or any Lot Owner has given written notice of such violation to the Lot Owner. If the Lot Owner, violating such Covenant (1) has not cured such violation, or (2) has not commenced the curing of, or is not then proceeding with due diligence to cure, such violation as cannot be reasonably cured within thirty (30) days; provided however that the lapse of such thirty (30) day period shall not be necessary in the event that such violation poses a risk of imminent damage or injury to property or persons. The failure of the Declarant or any Lot Owner to enforce any of the covenants herein set forth at any time, shall in no event be deemed to be a waiver of the right to do so in the future. If any legal or equitable proceeding for the enforcement or to restrain the violation of any restrictive covenant contained herein, the losing party or parties shall pay the attorney fees and expenses of the prevailing party or parties in such amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and

not exclusive.

Section 24. If the Declarant has given written notice to a Lot Owner of a violation or breach of any restrictive covenant contained herein and the Lot Owner (1) has not corrected or otherwise cured the breach or violation within thirty (30) days of the receipt of such written notice or (2) has not commenced such correction or cure, or is not proceeding with due diligence to correct or cure such violation, as cannot be reasonably cured within 30 days; provided, however, that the lapse of such thirty (30) day period shall not be necessary in the event that such violation poses a risk of imminent damage or injury to property or persons, the Declarant shall have the right to enter upon the Lot to abate and remove, at the expense of the Lot Owner, any improvement or condition which violates or breaches such restrictive covenant.

ARTICLE V OWNER'S OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair its improvements, keeping the same in a condition comparable to the condition of such improvements at the time of their initial construction, excepting only normal wear and tear.

VI AMENDMENTS

Amendments may be made to the Covenants upon unanimous written approval of all Lot Owners and approved by the Declarant. Such amendments shall be recorded in like manner as these Covenants.


**ARTICLE VII
GENERAL PROVISIONS**

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded. At the end of such period, and at the end of each successive twenty (20) year period, this Declaration shall automatically be renewed for an additional twenty (20) years, and there shall be no limit to the number of twenty (20) year periods Declaration can be renewed, unless terminated.

Section 2. Additional contiguous property may be annexed to the Properties by Declarant without the consent of any Lot Owner.

Section 3. Notwithstanding anything to the contrary herein, no approval, consent, determination, permission, specification or exercise of discretion of, from or by the Declarant, which is contemplated herein, and no exclusion from any of the provisions hereof granted by the Declarant to any Owner shall be required to be filed on record in the Geneva County Probate Office.

The above and foregoing Resolution is adopted and approved on this 23rd day of June 2003, by the Geneva County Commission.




**HARRY O. ADKISON, CHAIRMAN OF
THE GENEVA COUNTY COMMISSION**



LARRY EVERETT, COMMISSIONER

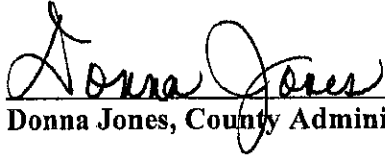


GARY SHIELDS, COMMISSIONER


RAY MINSHAW, COMMISSIONER


FRED HAMIC, COMMISSIONER

Authenticated:


Donna Jones, County Administrator

Commissioner Fred Hamic moved that said Resolution be adopted, which motion was seconded by Commissioner Ray Minshew and, upon said motion being put to vote all others voted in favor. The Chairman thereupon announced that said motion had passed and the Resolution was adopted.

DESCRIPTION OF THE "GENEVA COUNTY INDUSTRIAL PARK"

E1/2 of NW1/4, Section 35, T2N, R23E, all land west of Alabama Highway No. 167 in the NW1/4 of NE1/4, Section 35, T2N, R23E; all land west of Alabama Highway No. 167 in the N1/2 of SW1/4 of NE1/4, Section 35, T2N, R23E.

S00°03'03"E
210.14'

S00°08'44"E 1085.67'

S00°18'20"E 1322.18'

N88°39'09"W 1409.88'

89.375 ACRES ±

GENEVA COUNTY UNINC.
HARTFORD CITY LIMITS

N07°23'08"W 1234.25'

N00°17'50"W 663.23'

S88°55'33"E
404.08'

(CHORD) N15°47'52"W
353.40'

(CHORD) N10°14'43"W
399.34'

(REF. BEARING AND DISTANCE)
S88°55'33"E
404.02'

S88°47'44"E 1325.12'

SE CORNER OF THE NW 1/4
OF SEC. 35, T2N, R23E, GENEVA
COUNTY, ALABAMA.

WIREGRASS
ELEC. COOP.
PROPERTY

THIS PROPERTY WAS SURVEYED BY
THOMAS E. JENKINS, P.L.S., #9980
ON MARCH 11th, 2002 AND THE BEARING
OF REFERENCE IS SHOWN ABOVE,
WITH MR. JENKINS DISTANCE SHOWN
ALSO.

SCALE 1" = 300'



LEGEND	
○	SET IRON PIPE
●	EXISTING IRON PIPE
□	SET CONCRETE MONUMENT
***-*	FENCE
R.	RANGE
T.	TOWNSHIP
D.	DEGREES
M.	MINUTES/FEET
S.	SOUTH
E.	EAST
W.	WEST
■	EXISTING CONCRETE MONUMENT

NOTE: This drawing does not reflect any title or easement research, other than is visible the ground or is provided by the clients or

SURVEYOR INFORMATION

FIRM: POLYENGINEERING, INC.
ADDRESS: 1935 HEALING DOWNE
SURVEYOR: THOMAS E. JENKINS
LICENSE NO.: 8442

FLOOD STATEMENT

THIS PROPERTY HAS BEEN DETERMINED TO BE IN ZONE C OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 0002 BY THE GENEVA COUNTY, ALABAMA, ZONE C IS DEFINED AS BEING LOCATED IN AN AREA OF MINIMAL FLOOD HAZARDS.

PROPERTY DESCRIPTION

A LOT OR PARCEL OF LAND LOCATED IN GENEVA COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 23 EAST; THENCE NORTH 17°50'56" WEST 663.23 FEET; THENCE S88°55'33"E 404.08 FEET TO THE WEST RIGHT-OF-WAY OF ALABAMA HIGHWAY NO. 162 (140 R/W); THENCE ALONG THE ARC OF A CURVE TO THE RIGHT A CHORD BEARING OF N15°47'52"W A CHORD DISTANCE OF 353.40 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT A CHORD BEARING OF N10°14'43"W A CHORD DISTANCE OF 399.34 FEET; THENCE NORTH 23°08' WEST 1234.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 89.375 ACRES MORE OR LESS.

SAID LAND IS LYING IN AND BEING A PART OF THE EAST 1/2 OF THE NW 1/4 AND THE WEST 1/2 OF THE NE 1/4 ALL IN SECTION 35, TOWNSHIP 2 NORTH, RANGE 23 EAST, GENEVA COUNTY, ALABAMA.

STATE OF ALABAMA
COUNTY OF GENEVA

SURVEYOR'S CERTIFICATION

I, THOMAS E. JENKINS, A REGISTERED ENGINEER AND LAND SURVEYOR IN THE STATE OF ALABAMA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT PLAT OF THE PROPERTY DESCRIBED HEREON, THAT THE BUILDINGS ERECTED ON SAID PARCELS ARE LOCATED AS SHOWN AND ENCROACHMENTS NOTED, THAT THERE ARE NO RIGHT-OF-WAYS, EASEMENTS OR ADVERSE CLAIMS OVER OR ACROSS SAID LAND EXCEPT AS NOTED, ACCORDING TO MY SURVEY ON THIS 11th DAY OF MARCH, 2002.

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND PLANNING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ALABAMA TECHNICAL STANDARDS FOR THE PRACTICE OF SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCALE - 1" = 300'

SURVEYOR SIGNATURE: *Thomas E. Jenkins*
ALABAMA REGISTRATION NO.: 8442