

DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND
RESERVATIONS UPON SMITHVILLE-DEKALB COUNTY INDUSTRIAL
PARK PROPERTY

DEFINITION OF TERMS

"Building Site" shall mean any lot or any parcel of land upon which an industrial building or buildings and appurtenant structures may be erected in conformance with the requirements of this instrument.

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

GENERAL PURPOSES OF CONDITIONS

The real property is subjected to the conditions, covenants, restrictions and reservations herein set forth to insure proper use and appropriate development and improvement of each building site therein; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection of structures built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper set-backs from streets and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property.

GENERAL RESTRICTIONS

- A. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to said Industrial Park by reason of unsightliness or the excessive emission of odors, dust, fumes, smoke or noise. All of the uses permitted shall have their primary operations conducted entirely within enclosed buildings.
- B. Without otherwise limiting the provisions of Paragraph A, or any of the other terms and conditions of these restrictions, the buildings or premises in said Industrial Park, except as otherwise provided in these restrictive covenants, may be used for any of the following purposes:
1. Fabrication, processing, packaging and for manufacture of food products.
 2. Fabrication, processing, packaging and for manufacture of ceramics, cosmetics, drugs, perfumes, pharmaceuticals and toiletries.
 3. The manufacturing, compounding, assembling, or treatment of articles of merchandise from the following prepared materials: aluminum, bond, cellophane, canvas, cloth, cork, felt, fiber, wood, glass, leather, paper, plastics, rubber, textiles and yarns.

4. Other assembly, warehousing, manufacturing, fabrication, processing, packaging, compounding or treatment if and when approved by the Smithville-DeKalb County Industrial Park Development Committee.
- C. No improvements as herein defined shall be erected, placed or altered on any building site in said Industrial Park until the building or other improvement plans, specifications, and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing by the Smithville-DeKalb County Industrial Park Development Committee. In the event the Smithville-DeKalb County Industrial Park Development Committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, this condition will be deemed to have been fully complied with. If the construction or alteration of improvements is begun in violation of the terms and conditions of this Section C and no suit to enjoin the erection, establishment or alteration of such improvements has been commenced prior to the completion thereof, this covenant will be deemed to have been fully complied with.
- D. No building or structure shall be erected closer than one hundred (100) feet to any dedicated public street, or closer than fifty (50) feet to any other boundary line of the site on which it is located. It is hereby declared that said area between the building lines and the property lines is to be used either for open landscaped and green areas or for off-street parking areas. As a minimum, there shall be a ten (10) foot landscaped strip adjacent to any other boundary line of the site.
- E. In addition to the other restrictions herein, the use and construction, alteration or additions to all buildings in the Smithville-DeKalb County Industrial Park shall meet the following standards:
1. No building shall be constructed with wooden frame;
 2. No building or structure shall exceed forty-five (45) feet in height, provided, however, that water towers or tanks, standpipes, flagpoles, smokestacks and similar structures may exceed this height with written approval of the Smithville-DeKalb County Industrial Park Development Committee;
 3. Paved (asphalt or concrete) parking areas shall be maintained on the site as follows:
 - a. No parking shall be closer than twenty (20) feet to a street right-of-way, or closer than ten (10) feet to any other boundary line of the site.
 - b. Each parking area shall be sufficiently large to accommodate all cars coming to the site; in any event, the minimum paved parking area shall be one (1) parking space for each two (2) employees normally employed on the largest working shift. A "parking space" shall be two hundred (200) square feet set aside for the parking of the car; driveways and other spaces for the movement of cars shall not be included in computing the two hundred square feet minimum required parking space hereunder.

For Release of Sect. 9. See Book 51 Page 144

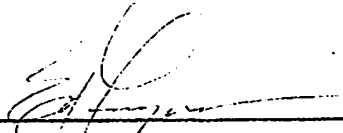
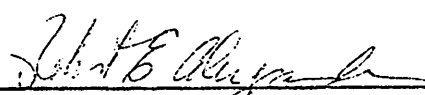
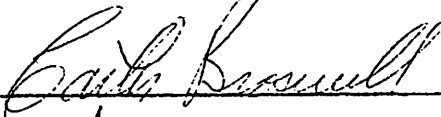
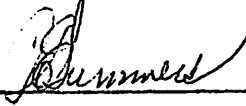
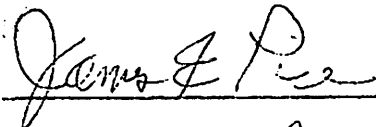

4. No parking shall be permitted on any street or road, either public or private or at any place other than the paved parking spaces provided in accordance with the foregoing, and each owner shall be responsible for compliance by its employees and visitors;
5. No articles, goods or materials shall be kept in the open or exposed to public view; when necessary to store or keep such materials in the open, the lot or area shall be fenced with a screening fence at least six (6) feet in height; said storage shall be limited to the rear two-thirds of the property;
6. Each owner shall keep its premises, buildings, improvements and appurtenances in a safe, clean, neat, wholesome condition, and shall comply in all respects with all government, health and police requirements; each owner will remove at its own expense any rubbish of any character which may accumulate on his property;
7. No billboards or advertising signs other than those identifying the name, business and products of the firm occupying the premises shall be permitted;
8. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the building lines established herein except upon approval in writing by the Smithville-DeKalb County Industrial Park Development Committee;
9. Each site shall be of such size that land-to-building ratio of 3 to 1 shall be provided; that is, for every one (1) square foot of building space there shall be three (3) square feet of open land.

If, after the expiration of twelve (12) months from the date of the execution and delivery of any deed to any site in the Smithville-DeKalb County Industrial Park, the owner of such site shall not in good faith have begun the construction of a building thereon approved by the Smithville-DeKalb County Industrial Park Development Committee, then the City shall have the option and privilege of repurchasing said site from the owner thereof at the same price paid to the City for same; provided, however, that the Smithville-DeKalb County Industrial Park Development Committee may in writing from time to time extend the time period in which such building may be begun. Said option of the City to repurchase shall continue for a period of one year from and after the expiration of said twelve (12) months period or from and after the expiration of said extended period, as the case may be.

No conveyance or deed, unless it expressly provides to the contrary, shall be construed to be a conveyance to any grantee of any right in any existing or proposed street. The City retains and reserves the right to alter, change or close, partially or completely, the existing or proposed roads to conform to a master plan of the entire Smithville-DeKalb County Industrial Park at any time with or without notice to the owners of the property in the park.

Each of the conditions, conveyants, restrictions and reservations set forth above shall continue and be binding upon the grantees, their heirs, successors and assigns, and upon each of them, and upon all parties and all persons claiming under them, for a period of 30 years from and after the 1st day of November, 1976, and shall be continued automatically thereafter for successive periods of 25 years each; provided, however, that 75% of the owners of the property in the Smithville-DeKalb County Industrial Park (that is, 75% of the owners of properties which are within the 95-acre tract hereinabove described), with the concurrence of 75% of the membership of the Smithville-DeKalb County Industrial Park Development Committee, may at any time hereafter release and relieve all or any part of the property within the Smithville-DeKalb County Industrial Park from any one or more of the aforesaid conditions, covenants, restrictions or reservations, or may at any time hereafter repeal in its entirety any one or more of same, or may at any time hereafter alter, change or modify any one or more of same, by executing and acknowledging an appropriate instrument in writing for such purpose and filing the same of record in the Office of the Register of DeKalb County, Tennessee.

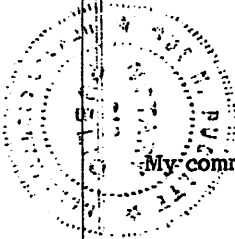
The invalidation of any of the conditions, covenants, restrictions or reservations herein contained shall not affect the validity of the others, but the same shall remain in full force and effect.

STATE OF TENNESSEE
COUNTY OF DeKALB

Personally appeared before me, the undersigned authority,
a Notary Public in and for the aforesaid state and county, ED FUQUA,
ROBERT E. ALEXANDER, CARTER BRASWELL, P. E. SUMMERS, JAMES E. RICE,
and DONNIE LEWIS, with whom I am personally acquainted, and who acknowledged
to me that they executed the within and foregoing instrument for the purposes
therein contained.

WITNESS my hand and seal of office in Smithville, Tennessee,
on this the 16th day of November, 1976.



Ed Fuqua
NOTARY PUBLIC

STATE OF TENNESSEE, DEKALB COUNTY

The foregoing instrument and certificate were noted in
Note Book, 4 Page 254 At 3:45 o'clock P M 11-16-76
and recorded in DeKalb P. 5, Series Page 639
State Tax Paid \$ 1 Fee 1 Recording Fee 10.00
Total \$ 16.00 Receipt No. 679-0
Witness My hand. 11-16-76

W. A. Young
Registrar