

**Summary of Declaration of Protective Covenants
Southside Industrial Park
As of June 2005**

The following summary of the Southside Industrial Park Protective Covenants are to be used as a quick reference and if further detail is needed the original Protective Covenants should be consulted.

First Amendment – Added additional land to the Park.

Second Amendment – Added additional land to the Park.

Third Amendment – Added additional land to the Park.

Fourth Amendment – Added additional language to section 3.9 - “Without the prior written consent of the Approving Agent” to make clear written consent is needed or variations.

Fifth Amendment - Added additional land to the Park.

Article I – Definitions

- 1.1 Approving Agent – AEDC and its successors may choose to remain Approving Agent for as long as it has any estate in Park. When AEDC relinquishes its role, the role of Approving Agent will move to the Property Owner Association.
- 1.2 Architectural Guide Lines – Guidelines prepared and issued by Approving Agent.
- 1.3 Declaration – Protective Covenants.
- 1.4 Park – Southside Industrial Park.
- 1.5 Protective Covenants – Shall mean all Protective Covenants.
- 1.6 Improvements – Shall mean all improvements made to land.
- 1.7 Site – Shall mean subdivided property.
- 1.8 Plans and Specifications – Completed and detailed architectural and landscape plans.

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Article II – Property Subject to Protective Covenants

- 2.1 All Properties within the Park are subject equally to Protective Covenants.
- 2.2 AEDC reserves the power to amend Declaration to include additional adjacent land owned by AEDC or successor.
- 2.3 Attorneys' Fees – With any dispute, losing party shall pay reasonable attorneys' fee of the prevailing party.

Article III – Regulations of Improvements

- 3.1 Architectural Guidelines – Approving Agent may adopt and/or amend guidelines at its sole discretion.
- 3.2 Approval of Plans, Specs and Use – No improvements or construction will be made without being reviewed and approved by the Approving Agent after detail plans, specs and a planting plan have been submitted.
- 3.3 Procedure for Approval of Plans and Specs – Two complete sets of plans to be submitted to Approving Agent. Within 30 days, the Approving Agent shall either a) approve plans with one stamped and sent back to submitter or b) return one plan not approved marked with deficiencies so submitter may make changes for approval or c) notify submitter that additional time is needed not to exceed 60 additional days. Second set of plans may be retained by Approving Agent for permanent files. Submitter may resubmit plans. If Approving Agent does not act, it is to be assumed that plans are approved. In event any changes are made to plans after their approval, the changes must be resubmitted.
- 3.4 No Liability – Approving Agent or its agents shall not be liable and are indemnified from any damage from any defects in plans or construction or for not approving plans.
- 3.5 Set-back Lines and Density – Street-set-back is 40ft. 2/3rds. to be in landscaping. Side-set-back is a minimum of 20ft with at least 10 ft in landscaping. Parking areas and paved areas must be set-back 20ft from street and 10ft from property line. No more than 50% of property may be covered by building and at least 25% of property must be covered by building.
- 3.6 Set-back Lines next to Residential Areas – No building of any kind to be within 50ft or parking within 25 ft on rear or side to property zoned residential.
- 3.7 Grounds Within Set-back Areas – shall be maintained as paved area or landscaping

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3.8 Construction Materials – Exterior walls shall be made of brick or other materials which exhibit and equal level of quality.

3.9 Parking and Loading Facilities – each site shall have parking and loading facility sufficient to serve on site business. Loading facilities shall not front street unless adequately screened. All parking areas shall be paved.

3.10 Use Restriction – All uses shall fit zoning and deed restrictions and be approved by approving agent. No use will be permitted which is not carried out entirely within a building or enclosed structure. Retail uses may be approved by approving agent.

3.11 Property Maintenance – all property shall be maintain and kept in good condition at expense of property owners and repainted at least every 4 years.

3.12 Open Storage – Nothing to be stored in the open or exposed to public view.

3.13 Roof Objects – All roof mounted equipment shall be screened from view.

3.14 Underground Utilities – All utilities must be underground.

3.15 Landscaping – Every site shall be landscaped in accordance with approved plan.

3.16 Signs – No billboards or other advertising shall be permitted. All signs to be in accordance with Architectural Guidelines.

3.17 Fences – No fences between any building and street.

3.18 Right-to-subdivide – Not permitted without approval of Approving Agent.

Article IV – Variances

4.1 Approving Agent is authorized to grant variances. Variances shall not materially injure any property owner.

Article V – Duration, Modification and Termination

5.1 Covenants shall remain in full force for 20 years and then be redrafted, approved and rerecorded with at least 51% of property owners based on number of sq ft.

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Article VI – Enforcement

6.1 Approving Agent or Park property owner may proceed at law or in equity to prevent violation of Protective Covenants.

6.2 Approving Agent has right at any time to enter site to inspect, remove a violation and be held harmless from liability. Property owners have 10 to correct situation or reasonable time. If the situation is not rectified then Approving Agent has right to correct problem and be reimbursed plus 25%. If costs are not reimbursed they can become a lien on the property.

6.3 Remedies are cumulative.

Article VII – Reservation of Easement

7.1 Approving Agent pursuant to Article X has an easement for installation repair and maintenance of utilities within park.

Article VIII - Employment Goals and Reporting Requirements for Businesses Locating In the Southside Industrial Park.

8.1 The purpose for development of Park is for the creation of jobs for low and moderate income residents. Development of Park is intended to create opportunities for minority and females.

8.2 Each owner adopts the goals set forth in Exhibit “B”

Article IX – Retained Property

9.1 Certain portions of park may not be sold and may remain in AEDC’s ownership until AEDC relinquishes its role as Approving Agent. AEDC shall have right to transfer property to City or Owners Association.

9.2 Property Owners Association shall have power to assess property owners for their proportionate share of expenses with respect to property transferred to it.

Article X – Assignment

10.1 AEDC has right to assign its rights to a successor.

10.2 First National Bank of Atlanta has subordinated its deed to secure debt to this Declaration of the Protective Covenants. All owners thus do the same.

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Article XI – Miscellaneous Provisions

11.1 Paragraph Headings – Are guides only.

11.2 Effect of Invalidation – If any provision of Protective Covenants is found invalid by court all others remain in effect.

11.3 Notice – Any all notices shall be sent to:

(Updated)

Atlanta Development Authority

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Atlanta, GA 30303