

Kathy D. Page
Clerk Superior Court, Dade County, Ga.
Bk 00628 Pg 0426-0443

Penalty:

DECLARATION OF COVENANTS AND RESTRICTIONS APPLICABLE TO
TRENTON-DADE BUSINESS PARK NORTH
BY THE DADE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

This Declaration is made by the Dade County Industrial Development Authority (“IDA”) on October 21, 2024 regarding the Trenton-Dade Business Park North (the “Business Park”), with the following objectives:

1. To foster optimal development;
2. To protect those who invest in industrial facilities and employ people;
3. To protect area residents and employees;
4. To protect against the use of unsuitable building materials;
5. To protect against environmental nuisances and hazards; and
6. To maximize the attractiveness of the community.

This Declaration incorporates the following Attachments:

Attachment 1	Terminology
Attachment 2	Metes and Bounds Description of Land Subject to this Declaration
Attachment 3	Permitted and Prohibited uses within the Business Park
Attachment 4	Setbacks
Attachment 5	Building and Environmental Standards
Attachment 6	Provisions Applicable only to Specific portions of the Business Park

Part 1

Terminology

The meaning of certain words and terms used in this Declaration is shown in **Attachment 1**.

Part 2

Declaration

The IDA hereby declares that the Business Park shall be managed and governed by this Declaration.

The Business Park is described in **Attachment 2**.

Part 3

Duration

- (A) Original Term. This Declaration shall run with the title of and bind the land within the Business Park for 20 years following the recording date of this Declaration.
- (B) Extension Terms. This Declaration shall automatically extend for two successive additional terms of twenty years each, beginning immediately upon the end of the Original Term.
- (C) Easements. Any easement created hereunder shall exist in perpetuity.

Part 4

Use of Property

Unless otherwise approved by the IDA in writing, building sites within the Business Park shall be developed, constructed, and maintained as set forth in **Attachment 3**.

Part 5

Setbacks

A Property Owner shall observe such setback restrictions as are set forth in **Attachment 4**. Setback requirements may be increased by the IDA at any time prior to development of a Property.

Part 6

**Building
and
Environmental
Standards**

Property Owners shall observe such standards and regulations as are set forth in **Attachment 5**.

Part 7

Prior Approval

Before making any improvements to a Property, an Applicant must submit to the IDA (1) a site plan and (2) construction plans and specifications. The IDA shall approve (with or without conditions) or disapprove such construction plans and specifications within 30 days of submission. The IDA shall determine the adequacy of the site plan and the construction plans and specifications, and may deny approval if it deems either of them insufficient. The site plan must show present and proposed driveways, retaining walls, areas to be filled and excavated, parking areas, water detention or retention areas, fencing, loading areas, structures, fire escape

routes, and accessory uses. The IDA may require any additional information it reasonably deems necessary to evaluate the project.

In addition to any requirements of the IDA, the Applicant shall satisfy any regulations placed by governmental entities, as applicable.

Part 8
Easements

Easements to IDA along roadways. The Property Owner shall grant the IDA a non-exclusive easement of 45 feet in width from the centerline of any public roadways bordering a Property for landscaping, lighting, and signage. The Property Owner may not install anything within the easement, except for retaining walls, rain water detention and retention sites, landscaping, approved signage, gate hardware, and one or more driveways.

Easements reserved to the IDA. The IDA shall retain permanent easements for installation and maintenance of underground and overhead utilities, supply and transmission lines (including, for example, electrical, natural gas, telecommunication, and internet systems), and drainage systems, but only where no roofed structure is located. The IDA shall be exempt from any claim for damage to land or structures resulting from the installation, maintenance, or repair of any such utility and drainage systems. The IDA may convey any non-exclusive interest in such reserved easements to utility providers.

Part 9
Delegation

The IDA reserves the right to establish a design review committee, or to delegate any of its rights and responsibilities created by this Declaration to an architectural and/or engineering firm, an accountant, a master tenant, or management company, in furtherance of its rights under this Declaration, provided such delegation does not impair the rights of any Property Owner established under this -Declaration.

Part 10

Violation, Remedies and Enforcement

Violation. Any failure by a Property Owner to fully observe and perform its responsibilities under his Declaration shall be deemed a violation hereof.

Enforcement. The IDA may enforce the provisions of this Declaration in law or equity against any person or entity violating, attempting to violate, or threatening to violate any of the provisions of this Declaration, to restrain such violation, to sue for monetary damages, or to enforce any lien or charge arising by virtue hereof by a proceeding at law or in equity against the land.

Election of Remedies. All rights, remedies and privileges granted to the IDA in this Declaration shall be deemed to be cumulative and in addition to any and every other remedy given herein or otherwise existing, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the IDA from exercising such other and additional rights, remedies, or privileges.

Judgment Interest and Recovery of Expenses. In any proceeding arising because of an alleged default by a Property Owner, the IDA, if successful, shall, in addition to the relief provided for above, be entitled (1) to charge and collect pre- and post-judgment interest upon the amount of the judgment (including any awarded expenses) at the highest rate allowed by law, and (2) to recover the costs of the proceeding and such reasonable attorneys' fees as may be allowed by the court, but in no event shall a Property Owner be entitled to such attorneys' fees.

Liens. Any monetary obligation of a Property Owner or a Property Owner's tenant or occupant to the IDA arising under this Declaration shall be secured by a lien if not paid within thirty days of its due date. The lien shall arise by filing of a Notice of Lien upon such Property which details the nature and amount of the obligation, the date due, and the fact of non-payment, and shall be filed with the Superior Court Clerk of Dade County, Georgia. This lien shall be subordinate to then-existing liens but superior to all subsequently-recorded liens, except for liens established for the payment of property taxes or payments in lieu of taxes.

Attorney Fees and Interest. A Property Owner against whom a court or arbitrator has ruled shall pay the IDA costs of reasonable attorney's fees incurred in enforcing any part of this Declaration. Interest on any amounts declared due to the IDA by a court or arbitrator shall bear pre-judgment interest at the annual rate of 18%.

Alternative Dispute Resolution. Except as the IDA may elect to enforce this Declaration by judicial process, injunction, or specific performance, any controversy, dispute, question, or claim arising from or relating to this Declaration, its interpretation, performance or non-performance, or any violation, attempt to violate, or threat to violate any of the provisions of this Declaration, including, for example, any claim that this Declaration or any of its provisions are invalid, unenforceable, illegal or otherwise void or voidable, shall be submitted to final and binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment upon the award may be entered in the Superior Court of Dade County, Georgia. The provisions of this paragraph shall not be construed to limit the IDA's right to litigate any issue under or arising from this Declaration in any court of competent jurisdiction. The substantive law of the State of Georgia shall be applied by the arbitrator(s), and this requirement shall be deemed jurisdictional. This arbitration provision shall be deemed self-executing, and if the Property Owner fails to appear at any properly noticed arbitration proceeding, an award may be entered against it. The situs of any arbitration shall be Dade County, Georgia.

Part 11

Binding Effect

This Declaration shall inure to the benefit of, and be enforceable by, the IDA or any Property Owner subject to this Declaration. For as long as this Declaration is in force, it shall bind each Property Owner and its tenants, successors, and permitted assigns. There shall be no third party beneficiaries of this Declaration; only the IDA may enforce its provisions.

Part 12

Severability

The invalidity or unenforceability of any part of this Declaration shall not render any other part invalid or unenforceable.

Part 13

Non-Waiver

A failure or delay by the IDA to enforce this Declaration shall not be deemed a waiver of its right to demand strict compliance on other occasions.

Part 14

Governmental Requirements and Conflicts

The Property Owner shall observe all applicable zoning restrictions and regulations, building and inspection ordinances, codes and regulations, and all other governmental restrictions and requirements, whether or not in place at the time this Declaration is recorded. In the event of any conflict or variance between the provisions of applicable law and the provisions of this Declaration, this Declaration shall control.

Part 15

Provisions Applicable only to Specific Properties

Attachment 6 lists provisions, if any, that are applicable only to one or more specified Properties within the Business Park. The IDA may add such provisions if and to the extent that they do not adversely affect a Property Owner.

Part 16

Authority to Waive

Should any restriction specified in this Declaration be deemed unacceptable to a lending institution, governmental agency, or prospective purchaser, the IDA may waive it in whole or in part, provided that no material harm to another Property Owner shall result from the grant of such waiver.

Part 17

Amendment

The IDA may amend this Declaration as follows:

- (1) The IDA may amend Attachment 2 at any time to add or remove parcels subject to this Declaration.
- (2) The IDA may amend any part of this Declaration at any time, as long as such amendment does not impose any restriction on a particular Property Owner greater than as set forth in this document.
- (3) Any amendment must be filed in the office of the Clerk of the Dade County Superior Court at least fifteen days prior to the amendment's effective date.
- (4) The IDA shall furnish a copy of any amendment (other than the addition or removal of parcels as shown in Attachment 2) to all Property Owners affected by the amendment.
- (5) Each purchaser, tenant, or grantee of any interest in real property now or hereafter made subject to this Declaration, by acceptance of a deed, lease, or other conveyance thereof, hereby agrees that the provisions of this Declaration may be amended as provided in this Article.

IN WITNESS WHEREOF, the undersigned, by virtue of a Resolution duly made on November 4, have adopted this Declaration, including six Attachments identified on page 1, all of which are hereby incorporated within this Declaration by reference, and instructed its officers and attorney to file this Declaration in the real estate records of the Clerk of the Dade County Superior Court.

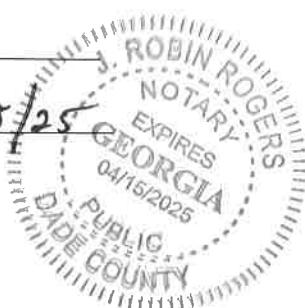
This 4th day of November, 2024.

Leisa Cagle SEAL
Leisa Cagle, Vice Chair
Dade County Industrial Development Authority

ATTEST:

George Wilson SEAL
Secretary
Dade County Industrial Development Authority

Signed, sealed and delivered in the presence of:

Jeanne Bryan Unofficial Witness
Robin Rogers Notary Public
My commission expires: 4/15/25 

ATTACHMENT 1**Terminology**

Term	Meaning
Applicant	A person or company intending to construct or substantially modify a building within the Park on a Property or make other improvements to a Property. In this context the term “substantially increase” means an increase of 25% or more of the then existing floor area of a structure.
Business Park	The land described in Attachment 2.
City	City of Trenton, Georgia.
County	Dade County, Georgia.
Dade County Industrial Development Authority	A public body corporate and politic created pursuant to the laws of the State of Georgia
Declaration	This Declaration, which includes covenants, easements, conditions, and restrictions, and all Attachments, as this document exists at the time it is filed, and as amended from time to time.
Improvements	Buildings, roads, driveways, parking areas, fencing, excavations, retaining walls, site grading, walkways, signs, lighting, utility installations, vegetation, and other construction done on or within a Property.
Property	A parcel which is a all or a portion of the Business Park. The words “Property” and “Properties” may be used interchangeably in this document, as context requires.
Property Owner	A person or business entity that either owns or leases any Property.
Public Areas	Those portions of the Business Park dedicated to public roadways, rights of way, green spaces, and any other areas open to use by the general public.
Public road	A roadway open to vehicular traffic on land owned by the IDA or dedicated as a federal, state, County, or City road.

ATTACHMENT 2

Description of Property Subject to this Declaration

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot Nos. 219 and 220 in the 10th District and 4th Section of Dade County, Georgia, and shown as Tract Two containing 42.1 acres as shown on a plat of survey prepared by Daniel J. Collier for Tammy McBryar, recorded at Plat Book 4123, Page 20, Dade County, Georgia, Property Records. Said survey is adopted and incorporated herein, and to which reference is made for further descriptions. Said Tract Two is described in accordance with said plat of survey as follows:

BEGINNING at a rebar set at the point of intersection of the Southeast right of way line of Interstate Highway No. 59 and the North line of said Land Lot No. 219; thence turn from the Southeast right of way line of Interstate Highway No. 59 and run South 88 degrees 38 minutes 47 seconds East a distance of 140.96 feet and to a point marking the Northeast corner of said Land Lot No. 219 which is also the Northwest corner of said Land Lot No. 220; thence run South 88 degrees 38 minutes 47 seconds East with and along the North line of said Land Lot No. 220 a distance of 1,185.31 feet and to a point marked by an oak tree; thence run South 35 degrees 40 minutes 19 seconds West a distance of 50.0 feet to a point; thence run South 88 degrees 39 minutes 26 seconds East a distance of 50.0 feet and to a point on the West right of way line of U.S. Highway No. 11; thence run in a generally Southwesterly direction with and along the West line of U. S. Highway No. 11 the following courses and distances: along a curve with a radius of 3,309.49 feet an arc distance of 131.7 feet (having a chord bearing and distance of South 37 degrees 14 minutes 41 seconds West 131.69 feet); South 38 degrees 19 minutes 7 seconds West 444.71 feet; and South 38 degrees 28 minutes 24 seconds West 162.11 feet and to a point; thence turn from the West right of way line of U. S. Highway No. 11 and run North 51 degrees 39 minutes 56 seconds West a distance of 300.0 feet to a rebar; thence run South 38 degrees 28 minutes 24 seconds West a distance of 300.0 feet to a rebar; thence run South 51 degrees 59 minutes 56 seconds East a distance of 66.21 feet to a point; thence run South 38 degrees 50 minutes 19 seconds West a distance of 366.47 feet to a rebar; thence South 51 degrees 18 minutes East a distance of 236.13 feet and to a cottonwood tree located on the West right of way line of U. S. Highway No. 11; thence South 38 degrees 28 minutes 24 seconds West with and along the West right of way line of U. S. Highway No. 11 a distance of 180.37 feet to a point; thence turn from the West line of U. S. Highway No. 11 and run North 50 degrees 56 minutes 23 seconds West a distance of 315.0 feet to a point; thence South 38 degrees 35 minutes 53 seconds West a distance of 210.0 feet to a ½ inch iron pipe; thence South 50 degrees 49 minutes 30 seconds East a distance of 315.4 feet and to a cottonwood tree set on the West right of way line of U. S. Highway No. 11; thence run South 38 degrees 31 minutes 7 seconds West with and along the West right of way line of U. S. Highway No. 11 a distance of 634.93 feet to a point; thence turn from the West right of way line of U. S. Highway No. 11 and run North 49 degrees 5 minutes 6 seconds West a distance of 884.07 feet and to a concrete monument located on the East right of way line of Interstate Highway No. 59 the following courses and distances: North

30 degrees 44 minutes 28 seconds East 689.52 feet and to a concrete monument; North 30 degrees 46 minutes 14 seconds East a distance of 631.39 feet and to a concrete monument; thence run North 30 degrees 32 minutes 42 seconds East a distance of 308.23 feet and back to the point of beginning.

Being Tract 2 as shown in plat of survey by Daniel J. Collier, PLS, at Plat Book 4123, Page 20, comprising 42.1 acres, more or less.

SOURCE OF TITLE: Tract Two, Deed Book 608, Page 402, Dade County, Georgia, Deed Records.

In the event of any variance between the provisions of the foregoing metes and bounds description and the said boundary survey, the provisions of the boundary survey shall control.

ATTACHMENT 3

Permitted and Prohibited Uses

(1) Permitted Uses. A Property may be used for the following purposes:

- (A) Manufacturing, processing and/or assembly of goods, merchandise and equipment;
- (B) Storage incidental to manufacturing and assembly;
- (C) Warehousing and Distribution; and
- (D) Offices for Research and Development and services not necessarily related to manufacturing or industrial uses,

(2) Conditionally permitted uses. In addition to the uses listed in paragraph (1), above, the following uses may be permitted by the IDA upon its determination that such uses are consistent with overall objectives.

- (A) Sales and rental of goods, merchandise and equipment;
- (B) Educational, recreational, and senior and child care facilities which are secondary to and supportive of a permitted use;
- (C) Miscellaneous public and semi- public facilities such as hotels and restaurants;
- (D) Solar and wind electrical generation facilities, and other public utilities; and
- (E) Other uses which in the IDA's sole opinion are compatible with the intentions of this Declaration.

(3) Prohibited Uses. No Property shall be used for the following purposes:

- (A) Operation of a rendering plant or slaughterhouse; processing of unrefrigerated or unfrozen meat for human or animal consumption;
- (B) Mining—minerals, extractions, fracking;
- (C) Cryptocurrency mining or data farming;
- (D) Recycled materials processing;
- (E) Uses requiring a permit for collection, transfer, or disposal of radioactive equipment and supplies;
- (F) Uses requiring a permit for collection, transfer, or disposal of solid waste;
- (G) Uses requiring a permit for collection, generation, transfer, storage, or disposal of hazardous waste;
- (H) Processes emitting excessive odor, dust, fumes, noise, lighting, smoke or vibration or other nuisances;
- (I) Residential housing;
- (J) Open storage of waste paper, rags, scrap metals, tires, and glass;
- (K) Auto wrecking or salvage yards;
- (L) Commercial incineration;
- (M) Manufacturing of explosive/hazardous materials;
- (N) Fertilizer manufacturing;

- (O) Tanning;
- (P) Smelting operation; or
- (Q) Such other function as may, in the IDA's sole opinion, tend to reduce the value of nearby properties or create a nuisance.

ATTACHMENT 4

Setbacks

Setbacks	
Driveways and parking areas	Driveways, parking areas, retaining walls and any gate apparatus shall be at least 10 feet from a side property line.
Yard bordering US Highway 11	The minimum distance between the right-of-way line and any structure on the Property is 50 feet.
Side yards not bordering a public road	The minimum distance between the side property line and any structure on the Property is 50 feet.
Western boundary bordering Interstate 59	There is no setback along Interstate 59.

The following page shows the delineation of these setbacks. It is made a part of this Declaration for all purposes.

ATTACHMENT 5

Building and Environmental Standards

1	Building Area	Structures constructed for any purpose other than parking may not cover more than 70% of a Property.
2	Building Height	No structure shall exceed 50 feet in height, except for chimneys, towers, smokestacks, silos, antennae, and the like.
3	Building Materials	The front facade of a building facing US Highway 11 must be constructed of, or veneered with, materials approved by the Industrial Development Authority.
4	Fencing	The Property Owner may install fencing but must get prior written consent from the IDA.
5	Fire and Explosion Risk	<p>The Property Owner may not do anything that materially increases insurance premiums of nearby owners and tenants of real estate. All activities on a Property shall be carried on in structures that conform to the standards of the National Board of Fire Underwriters concerning business operations on a Property and storage of explosive raw materials, fuels, liquids, and finished products.</p> <p>Prior to construction, all earthmoving and excavation (including blasting and drilling) shall be performed by persons licensed, bonded and insured as provided by state and federal law.</p>
6	Landscaping	<p>The Property Owner shall landscape all areas not covered by impervious surfaces or structures, with ground cover, trees, or shrubs acceptable to the IDA.</p> <p>The Property Owner shall mow its yards and otherwise maintain the Property in a neat and orderly appearance, and not permit the accumulation of weeds which are readily visible from any public road.</p>
7	Liquid or Solid Waste	The Property Owner shall dispose of wastes in compliance with applicable ordinances and state and federal law, as applicable. The discharge of untreated industrial waste into a stream or open or closed drain is prohibited.
8	Loading Areas	The Property Owner shall construct loading and truck turning areas in such a way that trucks

		transporting materials to or from the Property shall not park on a public road or within the minimum area reserved for building setbacks.
9	Prohibited Structures	No mobile home, trailer, or temporary structure may be installed on a Property, except during construction of a permanent structure and for a period of 60 days thereafter. This restriction is applicable even if the Property Owner obtains a building permit, electrical service permit, or septic tank permit applicable to such prohibited structure.
10	Outdoor Materials Storage	<p>The Property Owner may store materials outside, but must be enclosed by a fence or other enclosure.</p> <p>No material may be stored within any area designated for setbacks.</p> <p>Outside storage areas must be paved with asphalt or concrete paving materials and fenced.</p>
11	Parking	<p>There shall be no parking on or immediately adjacent to US Highway 11</p> <p>The Property Owner shall provide adequate on-site parking for employees, customers, suppliers, truck loading and truck turnaround. At a minimum, the Property Owner shall furnish the following parking spaces:</p> <p>For manufacturing facilities: the larger of (a) one space per every 2,000 square feet of floor area or (b) one space per each primary shift employee.</p> <p>All parking, loading and vehicular circulation areas shall be paved with asphalt or concrete paving material appropriate for the vehicle loads and type of material handling equipment and vehicles used.</p>
12	Radioactivity	All activities on a Property shall comply with Title 10, Chapter 1, Part 20, Code of Federal Regulations, entitled "Standards for Protection against Radiation."
13	Residences Forbidden	No permanent residence may be installed on a Property.

14	Exterior Lighting	<p>Any lighting placed by the Property Owner shall be installed in such a way as to minimize glare, reflection, and nuisance to neighbors and the general public.</p> <p>All parking lot and driveway lighting should provide uniform illumination in compliance with the following minimum levels:</p> <p>Parking lots — 1.0 foot candle</p> <p>Driveways -- .5 foot candle.</p> <p>All light fixtures are to be concealed source fixtures except for pedestrian oriented accent lights. 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 other elements of the structure.</p> <p>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.</p>
15	Signs	<p>A Property Owner may install signs that show its name, insignia, products, or services, and directional signs.</p> <p>No sign shall extend higher than the top of the wall to which it is attached.</p>
16	Noise	<p>No operational industrial noise exceeding 75 decibels measured by an approved sound level analyzer at the property line shall be permitted.</p>
17	Smoke, Fumes, Gases, Dust, and Odors	<p>No excessive emission of smoke, fumes, gases, dust, and odors is permitted</p>
18	Vibration	<p>No vibration reasonably discernible to the human senses shall be permitted beyond the boundaries of a Property.</p>
19	Nuisances; Pollution	<p>No property owner shall create or allow to exist a nuisance, as defined by State and County statutes now in effect or as amended, on the property within the 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</p>

		portion thereof unsanitary, unsightly or offensive. In addition, no use or operation shall be conducted in the Business Park which is noxious, harmful to the public health, or unsightly or detrimental to others.
20	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 unsightly condition of improvements thereon. No building or improvement in the Business Park shall be permitted by its owner to fall into disrepair, and each building and improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.
21	Drainage Control	No land shall be developed and no use shall be permitted that result in flooding, erosion, or sedimentation to adjacent properties.

ATTACHMENT 6
Provisions Applicable only to Specific Properties

[Reserved for Future Use.]