

JIDC Industrial Park

A. USES: Said premises shall not be used or occupied at any time for any purposes other than for the purposes of the business of a clean manufacturing, wholesaling, jobbing, warehousing or businesses of a kindred nature, except the following primary business uses shall not be permitted.

Auto wrecking, salvage yards, used material yards, storage of waste, scrap paper, rags, scrap metals, bottles, or junk, cattle, poultry, horse or other animal storage.

B. ODORS & FUMES: No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or become an annoyance or nuisance by reason of unsightliness of the excessive emission of odors, dust, fumes, smoke or noise.

C. PLAN APPROVAL & OPTION: (1) These covenants shall and do hereby provide that no improvements, as herein defined, shall be erected, placed on this property 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 Grantor as to conformity and harmony of external design with existing structures in the surrounding development, and as to location of the improvements on the building site, giving due regard to the anticipated use thereof as the same may affect adjoining structures, uses and operations, and as to location of the improvements on the building site, giving due regard to the anticipated use thereof, as the same may affect adjoining structures, uses and operations, and as to location of the improvement with respect to topography, grade and finished ground elevation: provided, however, that the Grantor, its successor or assigns, shall not be liable in damages to anyone so submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans; likewise, anyone so submitting plans to the Grantor for approval, by the submitting of such plans and any owner by so acquiring title to any of the property covered hereby, agrees that he or it will not bring any action or suit to recover for any such damage against the Grantor. In the event Grantor fails to approve or disapprove, in writing, such design and location within 30 days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with.

(2) Each and every parcel acquired from Grantor is subject to the specific agreement by the Grantee, its successors and assigns, to commence or cause to be commenced, within 18 months from the date of acquisition, the construction of the building or buildings upon said premises as may have been outlined in mutually approved plans prior to such acquisition for the uses permitted hereunder and to continue or cause to be continued the construction of such building until completed, in compliance in all respects with the provisions hereof; provided, however, in this connection the written consent of the Grantor may be requested to extend the time within which improvement on the building site so acquired may commence. Unimproved land cannot, however, be resold after acquisition from the Grantor, except to the Grantor herein at the original purchase price, without the written consent of the Grantor. The provisions of this subparagraph can be waived by Grantor.

D. GRANTOR APPROVAL: Whenever the written approval of the Grantor is required in connection with any improvements to be installed, erected, or altered or is otherwise required by the provisions of these covenants, same shall be governed by the conditions of Paragraph C.

E. BUILDING FACING & CONSTRUCTION: Without special permission obtained from the Grantor in writing, no building shall be constructed without a face brick veneer or equal finish acceptable to Grantor on fronts and sides facing Hwy PP. All other walls shall be constructed of masonry, including pointed, rubbed, and painted concrete block, or other slab or fire resistant panelized construction, or painted metal building, or materials approved in writing by Grantor. No exterior walls (including rear wall) shall be permitted with exposed galvanized steel sheeting except upon approval by Grantor in writing. Construction shall be designed to minimize fire hazard and be of a nature that will be insured by a reputable fire insurance company at standard rates.

F. HEIGHT: The height of the buildings and structures erected on the premises shall be in compliance with the City of Jackson building codes & ordinances.

G. FRONT LINES: No structures or buildings above ground shall be located nearer than 30 feet to public road rights of way. The area between the building lines and the road rights of way is to be used either for open landscaped and green areas or for landscaped off-street surfaced parking areas. Landscaping shall be done attractively with lawn, trees, shrubs, etc. Any landscaped areas and parking area shall be properly maintained thereafter in a sightly and well-kept condition.

H. SIDE LINES: No structures or buildings shall be located closer than 15 feet to any side property line, it being the intent that an open area of at least 30 feet shall exist between all adjacent but separately owned improvements.

- I. PARKING: For each manufacturing, jobbing, warehousing, wholesaling, or other use permitted in the area subject to these covenants, there shall be provided off-street automobile parking facilities, such facilities to be approved in writing by Grantor but to be based generally, but not specifically, at the minimum rate of one parking space for each employee to be employed on the premises at any one time. Parking lot surfaces shall be paved with concrete or, with asphalt of a minimum thickness of two inches on crushed rock base or equivalent.
- J. LOADING DOCK: Loading dock or truck entrance doors for loading docks must be located at least 30 feet back from the building line and be located in the rear or on the sides of buildings, unless otherwise authorized by Grantor. Such loading docks, and any part thereof, must be at least 15 feet from the rear or side lines.
- K. FENCES: No fence, masonry wall, or mass planting shall be permitted to extend beyond the building lines facing Hwy PP established herein, except upon written approval of Grantor.
- L. OUTSIDE STORAGE: The storage of bulk commodities shall be confined to locations and screening thereof as approved in writing by Grantor. The area used for outside storage shall be located to the rear one-half of the property which shall in no instance be placed on that half of the property adjacent to any existing or proposed streets.
- M. SIGNS: No billboards or advertising signs, other than those identifying the name, business, and products of the person, firm, or establishment occupying the premises shall be permitted, and such signs so permitted shall not exceed 300 square feet in size; provided, however, that a sign not to exceed four feet by eight feet in size, offering the premises for sale or lease, may be permitted.
- N. EASEMENTS: Where a right of way easement has been granted no structures or buildings shall be constructed on said right of way or any part thereof, except with the written consent of the Grantor.
- O. TANKS: Fuel oil storage tanks as a part of the heating equipment of any establishment shall be permitted only if located either above ground at the rear of building, or underground and in full compliance with rules and regulations of any governmental agency or agencies having jurisdiction over such matters, and at a depth and in a location as approved by Grantor in writing. Bulk storage of all liquids, including gasoline or petroleum products on the outside of buildings, shall be permitted only as approved by the insurance underwriter and subject to compliance with all rules and regulations of any governmental agency or agencies having jurisdiction over such matters.
- P. REFUSE & SEWAGE: No waste material or refuse shall be dumped upon or permitted to remain upon any part of the premises outside of buildings constructed thereon.

In addition to the foregoing, the property shall not be used by any industry whose business requires industrial sewerage, unless the then governing municipal body authorizes the use of its sewage disposal facilities or said industry provides for its own sewage disposal.

Q. STORM DRAINAGE: Storm drainage shall be confined to the premises of each establishment and diverted to the nearest drainage structure or ditch adjoining or on such premises.

R. INVALIDATION: Invalidation of any one of these covenants or any part thereof by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

S. MUTUAL BENEFIT AND ENFORCEMENT: These restrictions are made for the mutual benefit of Grantor and all Grantees purchasing property from Grantor and the provisions hereof may be enforced by any action or actions brought by any or all. The failure of enforcement of any of these restrictions with reference to any other property shall not constitute a waiver of estoppel of enforcement with respect to this property.