

PROTECTIVE COVENANTS

FOR THE

WASHINGTON COUNTY INDUSTRIAL PARK EXCEPT LOT 1

KNOW ALL MEN BY THESE PRESENTS: That Washington County, Tennessee, a political subdivision of the State of Tennessee, is the owner of approximately One-Hundred Thirty Eight (138) acres of land lying at the intersection of U.S. Highway 11-E and Cherry Hill Road, all of such land is designated as the Washington County Industrial Park, for and in consideration of the mutual covenants existing or hereafter to exist by and between itself and the grantee or grantees of any site or lot lying within the boundaries of the Washington County Industrial Park, do hereby adopt and place the following restrictions upon any and all sites and lots within the Washington County Industrial park.

STATE OF TENNESSEE - WASHINGTON COUNTY

PROTECTIVE COVENANTS FOR THE
WASHINGTON COUNTY INDUSTRIAL PARK EXCEPT LOT 1
WASHINGTON COUNTY, TENNESSEE

DEFINITIONS

- A. The Washington County Industrial Park of Washington County, Tennessee, shall hereinafter be referred to as WCIP.

EXCEPTION

These Protective Covenants shall not be applicable to Lot 1.

PURPOSE

It is the intent and purpose of these covenants and restrictions to insure proper use and appropriate development and improvement of each building site in WCIP; 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 encourage the erection of attractive improvements on each site; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement of WCIP.

OBJECTIONABLE USES

- A. No use will be made of any lot or any portion thereof or any building or structure thereon at any time, nor shall any materials or products be manufactured, processed, or stored thereon or therein, which shall use an undue fire hazard to adjoining properties, which shall constitute a nuisance or cause the emission of noxious odors, liquids, gases, dust, fumes or smoke, or cause noises or other conditions which might injure the reputation of the lot in question or neighboring properties or which shall constitute a violation of any applicable law of the United States, the State of Tennessee, or any regulations or ordinance promulgated thereunder.
- B. In addition, the following uses are specifically prohibited:
1. Auto wrecking, salvage yards, used material yards or junk yards
 2. Residential use or purposes
 3. Acid manufacture for sale as an end product
 4. Any other use deemed objectionable by Washington County.
- C. Construction and alteration of improvements in WCIP shall be in accordance with the requirements of all applicable Building, Zoning, and other Codes and Regulations.

SUBDIVISION AND RESALE RIGHTS

The property within WCIP cannot be subdivided and sold by a subsequent grantee without the written consent of Washington County, which shall not be unreasonably withheld.

RECAPTURE

If, after the expiration of twelve (12) months from the sooner of (a) the date of the execution and delivery of any deed by Washington County to any site in WCIP,

or (b) the date that possession of such site is granted to a user, the owner or user of such site shall not in good faith have begun construction of a building thereon as approved by Washington County then Washington County shall have the option and privilege of repurchasing said site from the owner thereof at the same price paid to Washington County for same or terminating the user's occupancy of said site as appropriate; provided, however, that Washington County may in writing from time to time extend the time period in which such building may be begun. Said option of Washington County to repurchase shall continue for a period of one year from and after the expiration of said 12 months period or from and after the expiration of said extended period, whichever applies.

DURATION OF COVENANTS

Each term, condition and covenant herein contained shall continue in full force and effect 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 ____ day of _____, _____, and shall be continued automatically thereafter for successive periods of 25 years each; provided, however, and subject to approval by Bush Hog, L.L.C. or its successors or assigns that the majority of the membership of Washington county Board of County commissioners may at any time hereafter release and relieve all or any part of the conditions and covenants contained herein, or may at any time hereafter repeal in its entirety any one or more of the same, or may at any time hereafter alter, change, or modify any one of more of the 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 Deeds of Washington County, Tennessee or may waive compliance with these protective covenants in whole or in part for a particular owner upon good cause shown.

COVENANTS RUN WITH THE LAND

The covenants and conditions contained in this instrument shall run with, bind and inure to the benefit of and be enforceable by Washington County, its successors or assigns.

ENFORCEABILITY

Violation of any of said covenants or conditions, or breach of any agreement herein contained shall give Washington County, its successors or assigns, in addition to all other remedies, the right (but not the obligation) to enter upon the land as to which such violation or breach exists and summarily to abate and remove any erection or thing or correct any condition that may constitute such violation or breach at the expense of the then owner of such land, which expense shall be a lien on such land enforceable in Equity; provided, however, that no such entry shall be made unless the violation or breach has not been remedied and corrected within thirty days after delivery of notice of such violation or breach from Washington County, its successors or assigns to the occupant of the premises on which the violation or breach has occurred or in the alternative within thirty days after mailing such notice, by first class mail, postage prepaid, to the record owner of such premises at this or its last known address.

INVALIDATION

- A. The failure of Washington County to enforce any provision of these covenants and conditions in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in WCIP or of any other provision of these covenants and conditions.
- B. Invalidation by Court adjudication or the failure to enforce any provision of these covenants and conditions shall not affect the validity of any other

provision, nor be deemed a waiver of the right to enforce same, and all other provisions thereof shall remain in full force and effect.

CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person who now or hereafter owns or acquires any right, title, or interest in or to any portion of said property is and shall be conclusively deemed to have consented and agreed to every covenant and condition contained herein, whether or not any reference to this declaration is contained in the instrument by which such person acquired an interest in said property.

RIGHT OF WAIVER

The Washington County reserves the right at any time to approve in writing such minor variances or provided that Bush Hog, L.L.C. or its successors or assigns shall waive in writing compliance with any of the covenants and conditions set forth herein as Washington County, in its sole discretion, may deem necessary.

DEVELOPMENT STANDARDS

A. SETBACKS

1. No building or structure shall be erected closer than seventy-five (75) feet to any front lot line, 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.
2. All setback areas facing roads between the front building line and the road right of way, with the exception of driveways, parking areas, sidewalks and other walk ways shall be used exclusively for the planting and growing of trees, shrubs, lawns and other ground covering or material as approved by Washington County.

B. BUILDINGS

1. No building shall be constructed with wooden frame.
2. Any buildings constructed in WCIP shall be of masonry or enamel metal construction, its equivalent or better.
3. The exterior walls of each building where exposed to designated streets, including the side walls to a minimum depth of ten (10) feet, shall be finished with face brick, glass, masonry or stone, its equivalent or better, from finished grade to a minimum height of 7'6".
4. The exterior finish of the remainder of the side walls shall be common brick, concrete, concrete blocks, tile blocks, or tile bricks, glass or enamel metal siding, their equivalent or better.
5. No galvanized sheet metal will be permitted.
6. All other types of construction not covered in the above must be first submitted to and have the written approval of Washington County, its successors or assigns.

C. PARKING AND ACCESS

1. All driveways and parking areas shall be constructed with asphalt or concrete and shall include adequate drainage facilities to dispose of all surface water.
2. Parking areas shall be located at least fifteen (15) feet from a public street right-of-way and at least fifteen (15) feet from any other boundary line of the site.
3. Parking may be permitted in front of the building, provided that such parking does not exceed forty percent (40%) of the property in front of the building.
4. 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 (200) square feet minimum required parking space hereunder.
5. All parking areas used at night shall be lighted to provide reasonable safety.
6. No parking shall be permitted on any street or road, either public or private of 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.
7. Off-street parking areas shall be used for the parking of passenger vehicles or commercial and other vehicles incident to the business conducted on the property. No commercial repair work shall be conducted on such parking areas.
8. Any direct access from WCIP to the main highway must be approved by Washington County with the site plan.

D. LOADING AND UNLOADING

No loading docks shall be permitted on the front of any building in the WCIP. Provisions for handling all freight must be on those sides of any building which do not face a frontage street.

E. STORAGE

1. No accessory building shall be constructed to permit the keeping of materials, supplies, products or equipment in the open or exposed to public view.
2. When necessary to store or keep such materials in the open, the lot or area shall be fenced with a screening fence at least high enough to screen the materials from sight at ground level; said storage shall be limited to the rear two-thirds of the property.
3. Bulk storage above ground of all liquids, including gasoline and petroleum products on the outside of the buildings, shall be permitted only in locations as approved by Washington County in writing and subject to compliance with rules and regulations of any governmental agency or agencies having jurisdiction over such matters.

F. LANDSCAPING

1. Land areas between the building lines and property lines which are not surfaced for parking areas shall be landscaped with an effective

combination of trees, shrubs, lawn, etc., according to plans first approved in writing by Washington County.

2. Any landscaped areas proposed for future expansion shall be maintained thereafter in a slightly and well-kept condition and at the expense of the landowner.
3. Undeveloped areas proposed for future expansion shall be maintained in a seeded, weed-free condition, clear of unsightly weeds or plants, stored materials, rubbish and debris.
4. The owner of the property shall be responsible for the maintenance of the vegetative cover and clearing of liter from the boundary of its site to any adjacent paved road.

G. SIGNS

1. A scale drawing of any sign, billboard, trademark or advertising device to be used on any lot or the exterior of any building or structure will be submitted to Washington County for written approval.
2. Signs, billboards, and all objects of an unsightly nature are hereby prohibited. Normally the occupant's trademark and/or trade name may be displayed on the building in the same manner in which they are generally used by the occupant.
3. One sign designating the industry will be permitted on each frontage street. Additional directional signs will be allowed.
4. No sign shall be lighted by means of flashing or intermittent illumination.
5. There shall be no sign erected, which will obstruct vision.
6. One (1) construction sign denoting the architects, engineers, contractor, and other related subjects, shall be permitted upon the commencement of construction. Said sign shall conform to applicable zoning ordinances and regulations.

H. REFUSE

1. Waste must be disposed of in a manner approved by Washington County.
2. The occupants' premises shall not be used or maintained as a dumping ground for rubbish or junk. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
3. All outdoor refuse collection areas shall be in compliance with paragraph E. 2. Of these protective covenants.
4. Disposal of rubbish, junk trash or garbage by open burning is specifically prohibited.

I. MAINTENANCE

The owner of any tract in WCIP shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition and shall comply with all laws, ordinances and

regulations pertaining to health and safety. Each lot owner shall provide for the removal of trash and rubbish from his premises.

J. UTILITIES

1. All "on site" electrical lines and telephone lines shall be placed underground in accordance with the requirements of the respective utilities.
2. Transformer or terminal equipment shall be visually screened from view from streets and adjacent properties.
3. Washington County reserves the right to construct utility lines overhead, and utility lines, pipes and conduits underground through an area of not more than twenty (20) feet in width adjacent to the boundary line of the real estate, and the property owner agrees to execute any and all instruments necessary and reasonable with the further development of the park, including the granting of easements of not more than twenty (20) feet in width for sidings, gas, water, sewage, telephone, entrance and access roads, and electrical lines.

K. SITE DRAINAGE

1. No driveways, walks, parking areas, etc., may be constructed across any drainage ditch without providing adequate culverts or waterway openings for natural drainage. Such culverts or structures shall provide the minimum waterway opening and shall be at the proper gradient.
2. No rain and storm water run-off or such drainage as roof water street pavement, and surface water caused by natural precipitation or ground water from footing or foundation drains or other subsurface water drainage shall at any time be discharged into or permitted to flow into the sanitary sewer system.