

PROTECTIVE COVENANTS FOR HERNANDO INDUSTRIAL PARK

These restrictions, conditions, covenants, regulations, and reservations hereinafter set forth, all of which are for the benefit of said property and for each owner or lessee thereof, and shall pass with said property and every site thereof, and shall apply to and be binding upon the owner or lessee of any of said lands, sites or lots and his heirs, assigns, devisees, administrators, or other successors in interests. These covenants shall run with the land and shall be binding on all parties claiming under them until January 1, 2007, at which time said covenants shall be automatically extended for successive periods of ten years, provided that at any time the owners of seventy-five (75) percent of the acreage in the Hernando Industrial Park may, by written declaration, signed by them and recorded in the Chancery Clerk's office, change, alter, or amend, such covenants as they desire. Invalidation of any of these conditions, restrictions, regulations or covenants by a court of law shall in no way affect any of the other provisions, which shall remain in full force and effect. Enforcement of these covenants may be either by injunction or by action at law for damages.

Each owner of property subject to these covenants agrees that if he receives a bona fide offer to sell any unimproved property located within the industrial park, he will, before consummation of such sale, present to the Grantor, in affidavit form, the terms and conditions of such proposed sale; and the Grantor reserves the option to repurchase said property within thirty (30) days thereafter upon the same terms and conditions as may be contained in such bona fide offer made to the owner by any third party. Nothing herein contained shall be deemed to prohibit the owner of each lot from selling the lot to a governing authority in connection with industrial loan financing or to a wholly owned subsidiary of the owner of the lot. This covenant shall lapse and have no effect from and after January 1, 1993.

1. No land or building shall be used or occupied which does not conform to the standards set forth herein. In addition, the following uses are specifically prohibited: residential construction; junkyards or salvage yards; rubbish, garbage, or trash dumps; outside storage, unless in conformance with the appropriate section herein; slaughterhouses or stockyards; asphalt manufacture; processing, incineration, or storage of dead animals, including offal reduction, curing, tanning and storage of hides, distillation of bones and rendering of fat; manufacture or storage of explosives, fireworks, or gunpowder; quarrying, mining or petroleum production; manufacture of celluloid pyroxylin or pyroxylin products.
2. The Grantor reserves the right to approve the architectural and engineering plans for the structures, as well as the site plans, to ensure compliance with these covenants. No construction or modification for existing construction shall be allowed to proceed prior to this approval. DeSoto County regulations shall be complied with in the design and construction.
3. Prior to construction or alteration of any building or improvement on the building lot, two (2) sets of site plans and specifications for such building or alteration shall be submitted to the Grantor or its nominee, and written approval of such plan by the Grantor or its nominee, shall be proof of compliance with these regulations; provided, however, that if the Grantor fails to approve or disapprove such plans and specifications within forty-five (45) days after such have been submitted to it, such approval shall not be required. The site plans shall be drawn to a scale not greater than one inch equals fifty feet and shall show the following: all lot line dimensions; building setback line, side line, and rear yard distance; location of all proposed buildings; location of off-street parking areas with dimensions showing parking spaces, access drives, traffic circulation, and the location and description of any lighting in connection with the parking area, this includes loading and unloading docks; location and description of all proposed signs; type of surface paving and curbing; A grading plan showing all storm drainage facilities and means of disposal of storm water; all landscaping, fences, walls, or similar facilities to be provided; the specific types of material to be used in construction; utilities and utility easements, including any waste disposal fields. If the site plan is rejected by the Grantor or its nominee, the applicant shall remedy any and all elements in the plan prior to further considerations.
4. The front yard setback on all buildings shall be fifty (50) feet from the front property line bordering on any street. The building setback from adjoining lot lines shall be a minimum of twenty (20) feet. Accessory buildings shall be located at least twenty-five (25) feet from a principle building, unless it is an integral part of the main building and is necessary for the manufacturing process.
5. The total floor area of all buildings shall not exceed two-thirds (2/3) of the total lot area.
6. The exterior walls of all buildings erected on the property shall be of generally accepted permanent material approved by the Grantor, or his nominee. Metal buildings can be allowed provided the front of said building is covered with bricks or other approved material to an extent approved by the Grantor, or his nominee.
7. Outside storage of any materials, supplies or products shall not be permitted within any required setbacks and further, outside storage shall be properly screened to a minimum height of six (6) feet by plantings, masonry walls or redwood or equal fencing or a combination thereof, so as not to be visible, at ground level, from any adjoining street or road.
8. Each tenant shall keep his premises, buildings, improvements, and appurtenances in a safe, clean, neat, attractive condition. He shall be allowed any obnoxious or offensive activity to be conducted on his premises. Each tenant shall landscape with lawn, trees, shrubs, etc., that area of the site or lot between building lines and street right of way which is not used for parking purposes and shall remove from the remainder of said site or lot any underbrush, weeds, debris, refuse, or other unsightly materials at his own expense. Industrial park tenants shall exert their best efforts to preserve the natural beauty of their respective properties and, in this regard, shall not needlessly destroy or remove live trees, other than those in the area marked for construction.
9. No parking or loading shall be permitted on any street or road, either public or private, or at any place than the paved parking or loading areas provided in accordance with the following; and each tenant shall be responsible for compliance by its employees and visitors.
10. Off street parking areas shall be located at least twenty-five (25) feet from a public street and at least five (5) feet from a building or property line. However, no more than fifty (50) percent of the required front yard may be used for parking. All driveways and parking areas shall be constructed with a hard-surface pavement and shall include adequate drainage facilities to dispose of all storm drainage. Off street parking areas shall be used for the parking of passenger vehicles or commercial and other vehicles incidental to the business conducted on the property. No commercial repair work or any services of any kind shall be conducted on such parking areas. Area lighting shall be arranged so that the direct source of lighting is away from adjacent streets or residential districts.
11. All lots in Hernando Industrial Park are not to be re-subdivided into smaller lots than three acres. However, whole lots may be combined with a fractional part of an adjacent lot to form a larger lot. The remaining fractional lot may be considered a whole lot if Hernando Ind. Park determines that the fractioned lot still meets all standards of the DeSoto County regulations. If not, it must be combined with the adjacent whole lot.
12. All drainage areas within the Park shall be provided for by the Grantor or the lot owners and any improvements in the natural drainage areas must be approved by the proper officials of DeSoto County, Mississippi or the City of Hernando.

13. Signs are permitted as hereinafter regulated, provided that no sign shall be permitted which is not accessory to the business conducted on the property. Business signs may be erected, provided that the sum area of all signs does not exceed two (2) square feet per linear foot of building frontage. The total area of business signs shall not exceed one hundred (100) square feet. Such signs shall be attached to the principal building and shall not extend more than five (5) feet above the roof line. In addition to building signs, each separate lot may have one free-standing nameplate sign which is accessory to the business conducted on the premises. Any free-standing nameplate sign as permitted by this section must meet all of the following requirements: the height shall not exceed six (6) feet; No free-standing nameplate sign shall be nearer than five feet from any abutting street right of way of property line; the area of the sign shall not exceed nine square feet; in the event there is more than one tenant in the business building, each tenant is entitled to one nameplate sign attached to the free-standing sign provided, however, each nameplate sign shall be of uniform dimensions and lettering, and no nameplate sign shall exceed nine square feet in area; no sign shall be lighted by means of flashing or intermittent illumination; there shall be no sign erected which will obstruct the vision of motor vehicle operators; traffic control, parking and directional signs conforming generally in size, shape and type to recognized traffic signs are permitted; one sign, not exceeding thirty-two square feet in area, offering for sale or lease the site on which the sign is located is permitted.

14. All utility easements as dedicated on the face of the plat shall be kept free of all structures and the removal of any obstruction by a utility company shall in no way obligate the utility company in damages or to restore the obstruction to its original form. Any inactive easement may be disregarded for building purposes when two or more lots are purchased.

15. All driveway connection to the "Park" streets within the existing right of way is the responsibility of the lot owner and the construction must conform the the DeSoto County specifications and approval by the Grantor. This shall include the driveway culvert if needed and necessary drainage ditches. No curb and gutter shall be required on driveways.

OWNERS CERTIFICATE

We, W. A. Gartrell, owner and The Hernando Bank, mortgagee adopt this as our plan of the property herein shown and hereby certify that we are the owners in fee simple of the property and dedicate the streets as shown on the plat to the public use forever. And reserve for the public utilities the utility easements shown on the plat. We certify that the property is not otherwise encumbered by mortgage or taxes that have become due and payable. This the 27th day of January, 1983.

W. A. Gartrell
W. A. Gartrell, owner

Richard B. Burnette
The Hernando Bank, mortgagee
Richard B. Burnette, Sr. Vice. Pres.

STATE OF MISSISSIPPI COUNTY OF DESOTO

This day personally appeared before me the undersigned authority in and for said County and State, Gartrell & Burnette who acknowledged that he signed and delivered the foregoing plat for the purpose therein mentioned. Given under my hand the official seal of office. This the 27th day of January, 1983.

My commission expires: 3/1/86

James E. McQuinn
Notary Public

CERTIFICATE OF SURVEY

This is to certify that I have surveyed the property within the subdivision and that the plat of said subdivision conforms with the survey.

J. F. Lauderdale
J. F. Lauderdale P.E.

APPROVED BY THE DESOTO COUNTY PLANNING COMMISSION ON THE 30th DAY OF December, 1983.

Secretary for the Board: Nancy Hatcher

Wayne D. Hollowell
Chairman

APPROVED BY THE DESOTO COUNTY BOARD OF SUPERVISORS ON THE 5th DAY OF January, 1983.

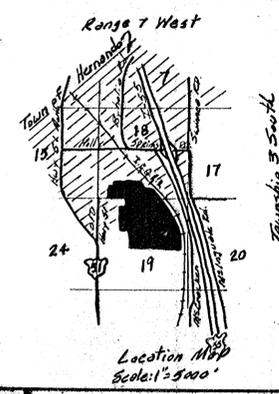
Clerk for the Board: H. M. Seigum

Blair S. Colton
President

STATE OF MISSISSIPPI COUNTY OF DESOTO

I hereby certify that the plat shown hereon was filed for record in my office at 4:00 o'clock on the 11 day of Feb., 1983, and was immediately recorded in plat book 21, pages 10-12.

H. M. Seigum
Chancery Court Clerk

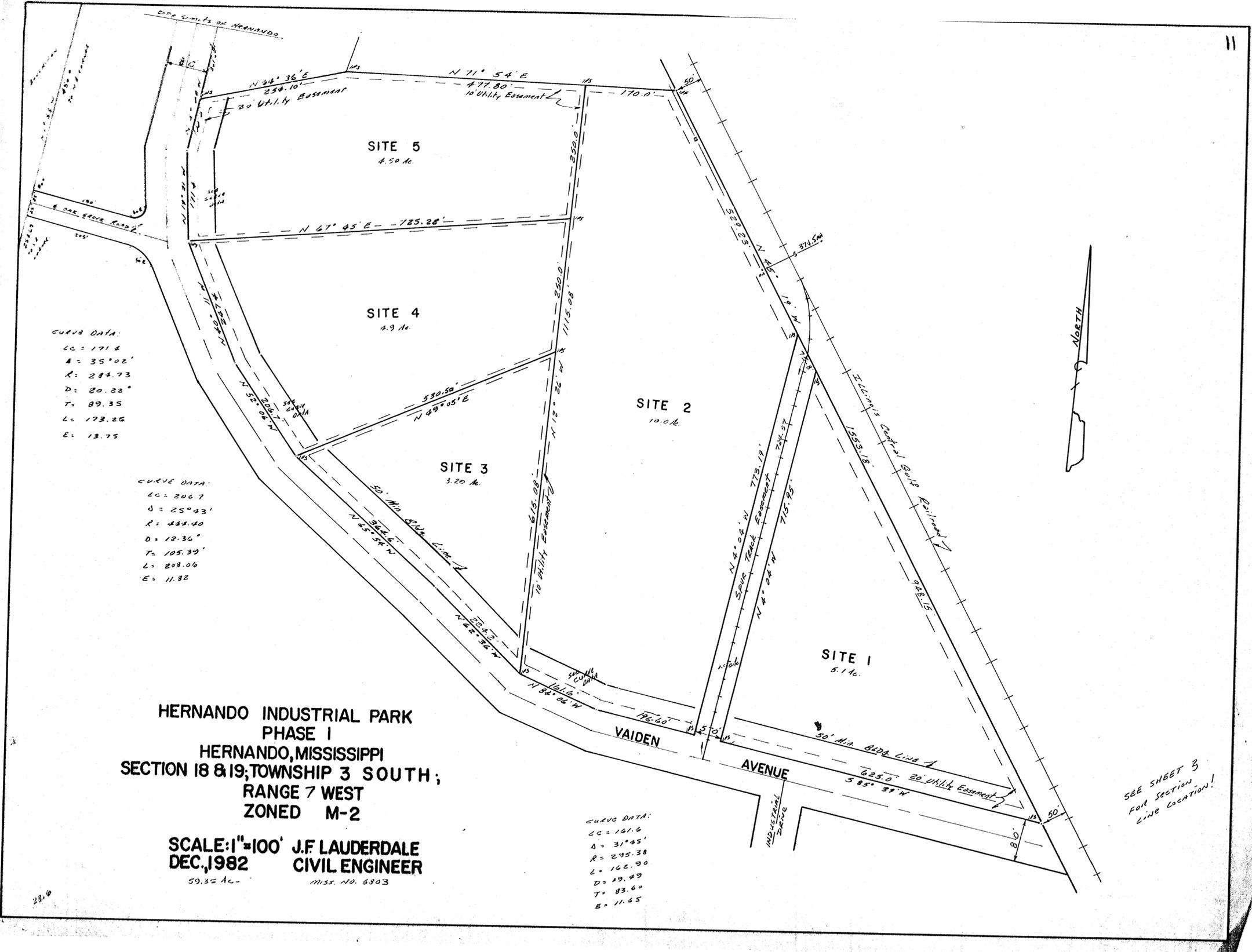


59.35 Acres

**HERNANDO INDUSTRIAL PARK
PHASE I
HERNANDO, MISSISSIPPI
SECTION 18 & 19; TOWNSHIP 3 SOUTH;
RANGE 7 WEST; ZONED M-2**

SCALE: 1"=100'
DEC., 1982

J. F. LAUDERDALE
CIVIL ENGINEER
MISS. NO. 2803



CURVE DATA:
 LC = 171.6
 Δ = 35° 02'
 R = 284.73
 D = 80.22°
 T = 89.35
 L = 173.25
 E = 13.75

CURVE DATA:
 LC = 206.7
 Δ = 25° 43'
 R = 444.40
 D = 12.36°
 T = 105.39'
 L = 208.06
 E = 11.82

CURVE DATA:
 LC = 121.6
 Δ = 31° 45'
 R = 295.38
 L = 162.90
 D = 19.29
 T = 83.60
 E = 11.65

**HERNANDO INDUSTRIAL PARK
 PHASE I
 HERNANDO, MISSISSIPPI
 SECTION 18 & 19; TOWNSHIP 3 SOUTH;
 RANGE 7 WEST
 ZONED M-2**

SCALE: 1" = 100' J.F. LAUDERDALE
 DEC. 1982 CIVIL ENGINEER
 59.35 Ac. MISS. NO. 6303

SEE SHEET 3
 FOR SECTION
 LINE LOCATION!

