

COVENANTS

The Interstate Centre

**A Development Authority of Bryan County
Interstate Centre Development**

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Interstate Centre Declaration of Protective Covenants

This Declaration made the ___ day of ___ 2002 by the Bryan County – Pembroke Development Authority, 116 Lanier Street, Bryan County Courthouse, Pembroke, Georgia 31321, and Bryan County, 116 Lanier Street, Bryan County Courthouse, Pembroke, Georgia 31321, hereinafter referred to as “Declarants.”

Witnesseth:

Whereas, Declarants are the present record title holders of certain real property situated in Bryan County, Georgia, more particularly described in Article I hereof, which land in its entirety is referred to herein as the Interstate Centre,

Whereas Declarants are desirous of subjecting the Interstate Centre to the conditions, covenants, restrictions and reservations hereinafter set forth to ensure proper use and improvement of said property and to protect the value of the property and enhance each owner’s investment by ensuring a well-planned development; and

Now, therefore, in consideration of said property and of the mutual benefits to be derived by the Declarants and each and every subsequent owner and occupant of real property within the Interstate Centre, the Declarants do hereby declare that all of the property described hereinafter shall be held, transferred, sold, conveyed and occupied subject to the easements, restrictions, covenants, charges, liens and affirmative obligations and conditions hereinafter referenced or set forth, all of which shall run with said property and will be binding on all persons, firms, associations, or corporations having or hereafter acquiring any right, title or interest in said property, or any part thereof, their heirs, executors, administrators, successors, and assigns, and shall ensure to the benefit of each owner thereof, to wit:

Article I

Property

Section 1.1

The Interstate Centre to which this Declaration applies consists of that certain tract of land situate, lying and being in Bryan County, Georgia, composed of 272.57 acres (the "Property").

Being more particularly on that certain plat of survey prepared by EMC Engineering Company, dated _____ and recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia, in Plat Slide _____, Page _____.

Section 1.2 Additions to Property.

Additional contiguous or adjacent real property may be made subject to this Declaration by Declarants upon the filing of record of one or more supplementary declarations describing the same, and thereupon the operation and effect of this Declaration shall be extended to such additional property. The supplementary declarations may contain such complementary additions and modifications of this Declaration as pertain to such additional properties and as may be necessary or convenient, in the judgment of the Declarants, to reflect the different character, if any, of the added property.

Section 1.3 Withdrawal of Properties.

Declarants may, but shall have no obligation to, withdraw at any time portions of the land described in the Article provided; however, in the event five or more Parcels (as such term is hereinafter defined) have been sold at the time withdrawal of lands is desired, Declarants must first obtain the approval of a majority of the then-existing Owners. Any withdrawal of lands shall be made and evidenced by filing in the Office of the Clerk of the Superior Court of Bryan County, Georgia, a supplementary declaration with respect to the lands to be withdrawn.

1.4 Platting.

The Declarants shall be entitled at any time to plat and/or re-plat all or any part of the Property which has not yet been sold or developed and to which Declarants hold title.

Article II

Definitions

Section 2.1 Definitions.

A. "Association" shall mean the "Interstate Centre Owners Association, Inc.," an entity further described in Article IX hereof.

B. "Architectural Review Board" shall mean that certain board organized in the form, and for the purposes described in Article VI hereof.

C. **“Common Area Maintenance Costs”** shall have the meaning given such term in section 8.3 hereof.

D. **“Common Property”** shall mean those areas, if any, designated by Declarants as common areas and which are to be utilized for the benefit of the Interstate Centre as a whole, including improvements thereon, if any, which are to be controlled and governed by the Association. The Common Property may include easements, leases, as well as any other interest in the Property as shall be designated by the Declarants. The Common Property may include such facilities and amenities as streets and other rights-of-way, flower beds, planted islands, nature, jogging and other trails or walks, clubhouses (or similar improvements), lighting structures, medians, permanent signage, bridges, ponds, dams, lakes, pumping stations, entrances, greenways, recreational areas, irrigation facilities, drainage areas, water amenities, sculptures, maintenance sheds, an office for the Association (including any necessary facilities for postal delivery service), transportation stops and/or shelters, directional and informational signage, tree nurseries and maintenance areas. Expenditures on Common Property, including Common Area Maintenance Costs, shall be for the benefit of the Interstate Centre as a whole and shall be reasonably required.

E. **“Interstate Centre Association Bylaws”** shall mean any bylaws or other rules of operation adopted by the Interstate Centre Owners Association, Inc., and as the same may be amended from time to time, said document being incorporated herein and by this reference made a part hereof.

F. **“Declaration”** shall mean the covenants, conditions, restrictions and all other provisions set forth herein, as the same may from time to time be amended.

G. **“Development Area”** or **“Development Areas”** shall mean those areas designated within the Property on which improvements may be constructed, placed, and maintained, said Development Areas being shown on the Site Plan.

H. **“Improvement”** or **“Improvements”** shall mean and include but not be limited to buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs, and any structures, alteration of vegetation or land disturbance (excluding activities constituting approved enhancement pursuant to the Permit) of any type or kind.

I. **“Owner”** or **“Owners”** shall mean the party or parties, including persons, firms, associations, corporations, and other entities, owning fee simple title to a Parcel or portion thereof, or the lessee of a ground lease from Declarant, as ground lessor, of a Parcel or portion thereof.

J. **“Parcel”** or **“Parcels”** shall mean those portions of the Property in which an interest has been conveyed to an Owner. Such Parcel shall be depicted on a separate plat of survey and may include, in addition to Development Area, tracts which are deemed Preservation Area.

K. **“Plat”** shall mean and refer to that certain plat of survey of the Interstate Centre referenced in Section 1.1 hereof.

L. **“Property”** shall mean the real property known as the Interstate Centre more particularly described in Section 1.1 hereof, and any portion thereof, and any and all Improvements thereon and additions thereto, as are subject to the Declaration.

M. **“Preservation Area”** or **“Preservation Areas”** shall mean and refer to those areas (including appropriate buffer) within the Property which are to be preserved in their natural site and shall remain undeveloped; said areas being delineated and identified on the Site Plan.

N. **“Site Plan”** shall mean and refer to the plan for the Interstate Centre, which is attached hereto as Exhibit “A,” as the same may be modified from time to time.

O. **“Standards”** shall mean the architectural and site development guidelines referenced in Section 6,1 hereof.

Article III Purpose

Section 3.1 Purpose of Covenants.

The conditions, covenants, restrictions and reservations contained herein are placed upon the Property, and shall be deemed to run with the Property, for the purpose of ensuring proper use and appropriate development and improvement of the Property so as to: (a) protect the Owners and their tenants against improper or undesirable use of surrounding portions of the Property that may depreciate the value of their Parcels; (b) develop the Property as an environmentally sensitive business-oriented park that carefully protects the natural attributes of the area; (c) establish the Property as an area devoted to attractive sites of sufficient size to encourage the location and expansion of job-creating businesses; (d) encourage the location of manufacturing, distribution and assembly facilities, research and development facilities, corporate, regional and/or support office facilities, hotels, motels, restaurants, and other commercial uses; (e) ensure adequate and reasonable consistent development of the Property in accordance with local, state and federal laws and regulations. (f) prevent the placement of construction on the Property of Improvements built of improper or unsuitable materials, and provide for Improvements of a high quality; (g) encourage and ensure the erection and placement of the Improvements in locations within the Property which will promote harmonious appearance and function; and (h) generally promote the welfare and safety of the occupants, tenants and Owners of Parcels.

Article IV Permitted Uses

Section 4.1 Permitted Uses.

Parcels may be used for offices, retail and wholesale businesses, hotels, restaurants, banks, warehouses, distribution facilities, fabricating, professional or research and development activities, assembly production, manufacturing, and such other compatible uses which are permissible under the applicable zoning laws and other governmental codes, ordinances, rules, regulations and classifications, and which are approved by the Architectural Review Board in the manner hereinafter provided; except that in no event shall the following uses be permitted to wit:

Commercial production of poultry, livestock or swine, fur-bearing animal rearing or breeding farms, animal kennels, junkyards, storage or processing of wrecked or junked motor vehicles, quarries, race tracks, sanitary landfills, or waste disposal areas (excluding sewer treatment or waste disposal processes), trailer or mobile home parks, taxidermy businesses, drive-in theaters, cemeteries (public and private) or unsightly obnoxious and objectionable businesses which produce or emit substantial odor, noise, dust, smoke, gas, fumes, vibration, or unusual traffic hazards, that would reasonably be

expected to be objectionable to other Owners or occupants in a high quality, environmentally-sensitive commercial/industrial development. Notwithstanding the permitted uses described above, each Owner shall be responsible for ensuring that activities on its Parcel are in compliance with all applicable federal, state, and local laws, rules and regulations, specifically including but not limited to, the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq., as amended), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq., as amended), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. 1101 et seq., as amended), the Toxic Substances Control Act (15 U.S.C. 2601 et seq., as amended), the Clean Water Act (33 U.S.C. 1251 et seq., as amended), the Clean Air Act (42 U.S.C. 7401 et seq., as amended), the Safe Drinking Water Act (42 U.S.C. 300f – 300j, as amended), the Occupational Safety and Health Act (29 U.S.C. 651 et seq., as amended), Georgia’s Solid Waste Management Act (O.C.G.A. 12-8-20 et seq., as amended), and local zoning or land use laws. Sanitary and industrial waste shall be discharged or disposed of by Owners only in accordance with applicable federal, state and local laws, rules and regulations, and in accordance with any bylaws or other rules adopted by the Owner’s Association.

Section 4.2 Maintenance of Parcels.

Parcels shall be continually maintained by Owners at all times, including during the process of construction or placement of Improvements, in an attractively clean manner, free of trash, rubbish and debris. The Authority shall have the right to enter upon any parcel and clear and remove such material. In such case the owner of such parcel shall be liable to the Authority for all costs associated with such clearing and/or removal.

ARTICLE V

Preservation and Habitat Enhancement Areas

Section 5.1 Consent Required.

No Owner shall undertake an activity (including but not limited to, commencement of Improvements) on the Property which results, directly or indirectly, in a soil disturbance or the removal of vegetation beyond the boundaries of a Development Area, unless such Owner has first obtained the written consent of the Declarants (said consent to be based upon a determination that the activity in question does not adversely impact adjacent Owners or the appearance of the Property), and has taken all steps necessary to comply with the Permit.

Section 5.2 Preservation Area.

The Preservation Areas delineated and identified on the Site Plan shall be preserved and protected and the status of these areas as jurisdictional wetlands. No Owner shall alter vegetation, soils or hydrology, or place Improvements, in the Preservation Areas. Except as may otherwise be prescribed in Section 5.4 hereof, the actions encompassed in the prohibitions of this covenant shall include, but shall not be limited to, the following clearing, grading, excavation, earthmoving, removal of beavers or beaver dams, diking, ditching, burning, filling and all similar actions except to comply with Architectural Review Board approved plans to enhance the Preservation Areas.

Section 5.3 Rights of Ownership.

Declarants and any Owners shall retain other customary rights of ownership, including, but not limited to, the exclusive possession of Preservation Areas, the right to transfer or assign their interest in the same, and the right to use the same in any manner not prohibited by this Declaration or applicable federal and state laws and which would not defeat or diminish the conservation purpose of the restriction, including:

- (i) Construction and maintenance for use by the public of such nature trails, observation decks and nature displays throughout the Preservation;
- (ii) Construction and maintenance of such utility lines or other Improvements as may now exist within the Preservation;
- (iii) Nothing contained in the Article V or this Declaration shall be construed to prohibit an Owner from undertaking any activity outside of designated Development Areas provided that such Owner has obtained the Declarants' written consent as described above and such Owner's proposed activity is in compliance with all then-existing federal, state, and local laws, rules, regulations, policies or procedures applicable to such activity.

Article VI

Construction of Improvements

Section 6.1 Architectural Review Board

To ensure orderly, attractive and lasting development of the Property, Declarants have promulgated certain architectural and site development guidelines (the "Standards"). The Standards are set forth in a document entitled "Interstate Centre Standards," as the same may be amended from time to time, which is incorporated herein by this reference. The initial "Standards" are being adopted and declared as of the date of these Declarations. A copy of the Standards can be obtained from the Declarants or the Architectural Review Board. Declarants shall establish the Architectural Review Board which shall perform the function of: (i) modifying the Standards or promulgating additional Standards, if necessary; and (ii) administering the Standards by reviewing and approving an Owner/Developer's site and building plans and specifications.

Declarants may desire to develop the Property in phases, in which event the Architectural Review Board shall promulgate and enforce Standards tailored to the Declarants' desired development character for the particular phases of the Property. The Architectural Review Board shall review Improvement design, aesthetics, maintenance and location, and shall ensure proper conformance of an Owner's plans with the overall goals and purposes contained in this Declaration and the Standards. The Architectural Review Board may from time to time adopt and apply other development criteria to the Property or to individual Parcels, provided that such development criteria are reasonably related to furtherance of the goals and standards established by this Declaration and the Standards.

Section 6.2 Composition.

The Declarants, in its sole discretion, shall appoint the members of the Architectural Review Board, provided, however, that there shall be no fewer than three such members. The Architectural Review Board Membership shall consist of three permanent members, one of whom shall be the Director of the Development Authority. The Development Authority shall, on an annual basis, appoint two other permanent members. For each application pending before the Architectural Review Board, the three permanent members shall appoint two non-permanent members for consideration of the application. Such non-permanent members shall be owners or designated agents of the owners of the Parcels adjoining the property which is the subject of the application. In the event a position on the Architectural Review Board becomes vacant, the Development Authority shall have the sole responsibility and authority to appoint a replacement member; the Development Authority shall not be required to appoint a replacement member so long as the Architectural Review Board has three remaining members. the Development Authority, in its sole discretion, may remove a member from the Architectural Review Board at any time, with or without cause. The Architectural Review Board may take formal action, either approving or rejecting plans and specifications hereinafter described, by a majority vote of its members.

6.3. Process.

No improvements shall be erected, placed, altered, maintained, or permitted to remain on any land subject to the Declaration nor shall building or other permits be secured until plans and specifications, demonstrating compliance with the Standards promulgated pursuant to the Article VI, have been submitted to and approved in writing by the Architectural Review Board. Subject to the provisions of Article XI, subdivision of Parcels is permissible; provided, however, that any proposed subdivision is expressly subject to the approval of Declarants and must be done in accordance with this Declaration and with all federal, state and local laws, ordinances, rules and regulations. In addition, a subdivision plat and master subdivision plan, including a listing of probable uses for particular lots, must be approved in writing by the Architectural Review Board prior to actually subdividing a Parcel and offering lots for sale. Notwithstanding any plan or plat approval as described herein, each Owner shall be solely responsible for ensuring that such Owner's use and improvement of a Parcel is in compliance with all federal, state, and local laws, ordinances, rules and regulations.

Article VII

Exoneration of Declarants and the Architectural Review Board

Section 7.1 No Liability.

Neither Declarants, the Architectural Review Board, individual members of Declarants or the Architectural Review Board, nor successors or assigns of the aforementioned shall be liable in damages to any Owner submitting plans for approval, or to any other person or entity affected by this Declaration, specifically including but not limited to employees, contractors, and lessees, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans or specifications relating to the Property or any

Parcel therein. Every person who submits plans for approval hereunder agrees, by submission of such plans, and every Owner or lessee of any Parcel or other portion of the Property agrees, by acquiring title thereto or interest therein, that such person will not bring any action or suit against Declarants, the Architectural Review Board, or individual members thereof to recover damages. Furthermore, no approval by Declarant or the Architectural Review Board of plans, specifications, or final Improvements as provided herein shall be deemed a warranty, representation or covenant that any such plan, specification of Improvement complies with any or all applicable laws, ordinances, rules, requirements or regulations, the sole responsibility for compliance with the same being upon each Owner, and Declarants and the Architectural Review Board are hereby expressly relieved of any and all liability in connection therewith.

Article VIII Enforcement

Section 8.1 Inspection.

Declarants, the Association and/or the Architectural Review Board may from time to time at any reasonable hour or hours enter and inspect any portion of the Property and any Improvements thereon to ascertain whether there has been compliance with this Declaration upon written notice to the Owner or occupant of a Parcel.

Section 8.2. Enforcement.

Violation of any covenant, restriction, condition or provision contained in the Declaration or incorporated into this Declaration shall give to Declarants, the Association and/or the Architectural Review board the right to enter upon the subject Parcel and to summarily abate and remove, at the expense of the violator, any structure, thing or condition that exists thereon contrary to the provisions hereof, or to prosecute a proceeding at law or equity against the violator who has or is attempting to violate the terms and provisions of this Declaration to enjoin or prevent the violator from so doing, and to cause said violation to be remedied or to recover damages for said violation; provided, however, Declarants shall give the Owner and the violator, if not the Owner, ten days prior written notice of the nature of the violation before instigating corrective actions. The cost and expense of correcting any condition or violation shall be assessed against the Owner, and such assessment shall constitute a lien in favor of Declarants (or its assigns) against said Owner's Parcel unless and until the amount of said assessment has been paid in full. If Declarants fail to act to enforce the terms and provisions of this Declaration within thirty days after having been requested to do so, any Owner of an affected Parcel may enforce the terms and provisions of this Declaration in the foregoing manner. No duty or obligation is imposed upon Declarants to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall Declarant be subject to any liability of any kind or nature whatsoever from any Owner or any third party from failing to enforce the same.

8.3 Assessments.

Assessments shall be equitably apportioned among Owners for the cost and expense of maintaining, operating, replacing and repairing the Common Property,

including, but not limited to, the payment of taxes and insurance thereon, the payment of utilities charges related thereto (including water for any sprinkler systems), costs of maintaining, operating and resurfacing streets and other rights-of-way, the payment of license, permit and inspection fees, landscaping costs, costs of installing, maintaining and repairing signage and markers and other Common Property facilities and amenities, costs of collection and disposal of garbage, rubbish and the like, costs of employing security service, maintenance personnel, and for the cost of labor, equipment, materials, management and supervision thereof, and for the purpose of doing any other things necessary or desirable, in the reasonable discretion of the Association, to keep Common Property facilities and amenities in good order and to provide for the health, welfare and safety of the Owners and occupants of the Interstate Centre and the Common Property facilities and amenities (collectively "Common Area Maintenance Costs"). The foregoing list of possible Common Area Maintenance Costs shall not be construed as a representation that any or all such listed amenities or services shall be provided on the Property. Further, although assessments shall be apportioned equitably, they may be apportioned on a different basis (*e.g., acreage, intensity of use, type of use, value, etc.) depending upon the phase of development of the Property; such different basis of apportionment, if any, shall be set forth in the Interstate Centre Bylaws.

Prior to termination of the Class B membership (as such classification of membership is described in the Interstate Centre Bylaws, expenditures, other than for Common Area Maintenance Costs, for Common Property consisting of property of a character subject to the allowance for depreciation under the Internal Revenue Code of 1986 ("Capital Expenditures"), shall be limited to \$50,000 for any one item of such Common Property and \$150,000 in the aggregate for all such Common Property unless approved by a vote of the Class A members of the Association voting as if the status of Declarants as a Class B member had been terminated; provided, however, for purposes of the foregoing expenditure limitation, expenditures for signage, shall not be treated as Capital Expenditures.

Each Owner, by acceptance of a conveyance of a Parcel (or any interest therein), whether or not it is expressly stated in such conveyance instrument, shall be deemed to covenant and agree to all terms and provisions of this Declaration and promises to pay to the Declarants, the Association and/or the Architectural Review Board, as the case may be, any periodic or special assessments and charges as are established pursuant to the terms of this Declaration or the Interstate Centre Association Bylaws; provided that any such periodic or special assessments and charges shall be reasonable and shall be apportioned on an equitable basis. The annual and special assessments and charges, together with such interest thereon and costs of collection therefore as may be provided, shall be a charge and continuing lien upon the Parcel against which such assessment is made as of the effective date of each assessment. Each such assessment, together with interest and costs of collection, if any, shall also be the personal obligation of the person or entity who was Owner of such Parcel at the time when the assessment became due. In the case of co-ownership of a Parcel, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 8.4 Location of Common Property.

By acceptance of any conveyance to any Parcel, each Owner acknowledges that the precise acreage, dimensions, type of amenities, improvements and structures to be located within the Common Property has not been (and may not be) specifically defined

until the sale of the last Parcel within the Property. Notwithstanding the lack of specificity relating to the size and development of the Common Property, each Owner acknowledges that it is a knowledgeable business person (or entity) familiar with developments such as the one established under this Declaration and agrees to accept and pay annual and special assessments levied by the Declarants, the Association or the Architectural Review Board pursuant to the Declaration. Further, as a member of the Association, each Owner agrees to accept such Common Property as may be designated and/or conveyed by the Declarants, provided that said Common Property shall be located within the bounds of the Property. Declarants have formulated a general plan of development and use for the Property which may have previously been submitted to and reviewed by some or all of the Owners in the form of maps or other devices relating to design information. Notwithstanding anything to the contrary, Owners acknowledge and agree said maps or potential design information will not necessarily conform to the ultimate development of the Property including the facilities and amenities to be located with the Common Property and the amount of land to be devoted for said purposes.

Section 8.5 No Waiver.

Failure of the Declarants or the Owner of a Parcel or other portion of the Property to enforce any of the terms and provisions contained in this Declaration shall not be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other covenant or condition contained herein.

Section 8.6 Attorney's Fees.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

Article IX

Assignment of Declarant's Rights and Duties; Interstate Centre Association Bylaws

Section 9.1 Delegation of Powers.

Declarants may from time to time delegate any or all of its rights, powers, discretion and duties described in this Declaration to such agents as it may nominate. In addition, Declarants may permanently assign and transfer any or all of its powers and duties (specifically including, but not limited to, discretionary powers and duties, and maintenance of enhancement of any Common Property) rights, obligations, title, easements and estates reserved to it by this Declaration to any one or more persons, associations, partnerships, corporations, or other entities which will accept the same. Any such assignment shall be in writing and recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia. Thereupon, such assignee shall have the same rights, title, powers, obligations, discretion and duties as are herein reserved to the Declarants, and the Declarants named in this Declaration shall automatically be

released from such rights and responsibilities. References in this Declaration to “Declarants” shall be construed to include any and all assignees of Declaration to “Declarants” shall be construed to include any and all assignees of Declarants’ rights, powers and duties.

Section 9.2 Owners as Members.

By acquiring an interest in a Parcel, an Owner automatically becomes a member of the Association with voting rights and responsibilities as described in the Interstate Centre Bylaws. To the extent permitted in the Interstate Centre Bylaws, the Association may administer all provisions of this Declaration, together with all rules, restrictions and standards promulgated pursuant to this Declaration.

Article X

Utility Easements, Roads and Railways

Section 10.1 Easements, Roads and Railways.

For the purpose of providing utility services, including but not limited to gas, water, sewage, telephone and electricity, Owners understand and agree that easements may be necessary for the purpose of extending such utility services to each Parcel. Declarants reserve the right from time to time hereafter to delineate, plat, grant and convey within the Property utility easements which it may deem necessary or desirable for the development of the Property as a whole, provided that no such easement shall interfere with any building planned for or constructed on any Parcel as noted on an approved “Final Site Plan” (as such term is defined in the Standards). Each Owner shall be responsible for obtaining utility service to its Parcel; Owners may, subject to the Architectural Review Board’s prior approval, grant easements within their Parcels for the purpose of facilitating said utility service. To the extent reasonable possible, the aforementioned utility easements shall be located along existing or proposed road rights-of-way, existing utility rights-of-way or along the boundary lines of Development Areas, and out of Preservation Areas. Once the same are in place, utility easements shall not be relocated without the prior approval of the Architectural Review Board.

Owners understand and agree that certain roads, including but not limited to the Interstate Centre Drive and any other entrances to the Property have been or may be dedicated or conveyed by Declarants to the public. Owners and tenants of Parcels agree to cooperate in any way necessary, including but not limited to the execution of documents, for the purpose of dedicating such roads to Bryan County, Georgia or other appropriate public authority.

Construction of rail facilities and maintenance of rail facilities shall be a matter between the Owner (or occupant) of a Parcel and the appropriate railroad company. The location of rail spurs shall be subject to approval of the Architectural Review Board. Any railroad spur and any utility line, pipe, conduit or other apparatus described in the Article shall be placed on the Parcel compliance with the Standards and so as to have no visual impact, or minimal visual impact on surrounding Parcels.

Article XI

Rights of Repurchase and First Refusal

Section 11.1 Right of Repurchase.

The Declarants hereby reserves an option to repurchase any Parcel which is conveyed during the term of this Declaration, said right of repurchase being applicable to and enforceable against each and every Owner in accordance with the provision hereinafter set forth. If, after two years from the date of Declarants' sale of any Parcel, any Owner shall not have begun in good faith the construction of Improvements (including a building) upon such Parcel as described and proposed pursuant to said Owner's negotiations with Declarants and initial site plans provided to Declarants, Declarants at their option may require the Owner to reconvey the subject Parcel to Declarants, free and clear of all encumbrances except this Declaration. The Declarant may exercise its right and option to repurchase the subject Parcel by giving written notice of its intention to do so within three years from the expiration of said two year period; upon the Declarants' giving such notice, the Owner, for himself, his heir, successors and assigns, shall promptly (within ten business days) reconvey the Parcel to the Declarants in fee simple. The Declarants, simultaneously with the execution and delivery to it of the deed of reconveyance, shall pay to the Owner the price which said owner paid for the Parcel, without interest, and less: (i) the amount, if any then owing from said Owner to the Declarant; and (ii) Declarants' approximate costs associated with the repurchase.

Section 11.2 Right of First Refusal.

In addition to the Declarants' rights under Section 11.1 and regardless of the length of time of ownership of the subject real property, Declarant may reserve a right of first refusal to purchase which applies to all portions of the subject Parcel, including, but not limited to, any subdivision thereof; such right of first refusal if reserved will be included in the real estate contract for the sale of such Parcel, and in any deed or other instrument of conveyance from the Declarants to the Owners, such deed or other instrument of conveyance to be recorded in the Office of the Clerk of Superior Court of Bryan County.

Section 11.3 Limitations.

The rights set forth in the Article XI shall be subordinate to any transfer to or sale by any person or entity which acquires title as a result of owning a mortgage upon the Parcel or other Property concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through judicial foreclosure proceedings. Nor shall this Article apply to any transfer of title to a Parcel or other Property at a public sale provided by law such as an execution sale, foreclosure sale, judicial sale or tax sale.

Article XII

General Provisions

Section 12.1 Term.

The covenants and restrictions contained in the Declaration shall take effect immediately upon recording in the Office of the Clerk of Superior Court of Bryan County, Georgia and shall terminate and have no further effect after twenty years from said effective date; provided, however, that this Declaration may be renewed for successive periods of ten years by recordation of a document which complies with the requirements of O.C.G.A. § 44-5-60.

Section 12.2 Modification.

This Declaration or any provision, covenant, condition, restriction, or reservation contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, with the written consent of the Owners of two-thirds of the Property which is subject to this Declaration (as determined by total acreage, not by number of parcels); provided, however, that during the initial twenty-year term of this Declaration, no such termination, extension, modification or amendment shall be effective without the written approval of Declarants, and provided further that Declarants may, prior to the sale of five Parcels, terminate, extend, modify or amend this Declaration solely by its signature, without further consent. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper written instrument, executed and acknowledged by the proper party or parties, in the Office of the Clerk of the Superior Court of Bryan County, Georgia.

Section 12.3 Severability.

All of the conditions, covenants, restrictions and reservations contained in the Declaration shall be construed together, but if any one of said conditions, covenants, restrictions and reservations, or any part thereof, shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction or otherwise, all remaining conditions, covenants, restrictions and reservations contained in the Declaration shall remain in full force and effect and shall not be impaired thereby.

Section 12.4 Notice.

Any notices required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested and shall be directed as follows: if to an Owner (1) to the address of the Parcel or Property if improved; (2) if the Parcel or Property is not improved, to the address set forth in the purchase contract; (3) if none of the foregoing, to the last known address of such Owner. If intended for Declarants, the notice shall be sent to the address previously set forth herein.

12.5 Benefits and Burdens.

The terms and provisions contained in this Declaration shall run with the Property and shall bind and inure to the benefit of the Declarants, the Owners of any portion of the Property, the Owners of additional property made subject to this Declaration, and their respective heirs, successors, personal representatives and assigns.

Section 12.6 Owner's Liability Subsequent to Sale.

Upon sale of a Parcel or any other portion of the Property, the Owner so selling shall have no further liability for the obligations which accrue against said site after the

date of conveyance; provided, however, that nothing herein shall be construed to relieve an Owner from any liabilities or obligations incurred prior to such sale pursuant to the Declaration. Owners may delegate, transfer or assign to lessees their rights hereunder, upon written notice to Declarants, but the duties of Owners hereunder shall not be delegable, transferable, or assignable, and Owners shall remain ultimately responsible for compliance with the provisions hereof.

12.7 Gender.

Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

12.8 Defined Terms.

Defined terms used in this Declaration shall have the meaning ascribed to them wherever their use occurs, with the same effect as if the definitions of such terms were set forth in full where each such use occurs.

Section 12.9 Headings.

The use of headings, captions and numbers in this Declaration is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in construing or interpreting any provision in the Declaration.

Section 12.10 Time of the Essence.

Time is of the essence for purposes of this Declaration.

Section 12.11 Constructive Notice.

Every person, firm, association, partnership, corporation or other entity who now or hereafter owns or acquires any right, title, estate or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to the Declaration is contained in the instrument by which such person, firm, association, partnership, corporation or other entity acquired an interest in said Property.

Section 12.12 Applicable Laws.

Where the restrictions, covenants and requirements of this Declaration are more restrictive than applicable laws, rules or regulations, specifically including but not limited to, building and zoning regulations, the provisions of this Declaration shall apply. On the other hand, where the restrictions, covenants and requirements of this Declaration are less restrictive than applicable laws, rules or regulations, the Owner shall be responsible for compliance with the more restrictive requirements.

In witness whereof, Declarants have caused this Declaration to be executed under seal by its duly authorized officers the day and year first above written.

Signed, sealed, and delivered this 27 day of August, 2002, in the presence of:

Bryan County – Pembroke Development Authority

By: [Signature]
FRANK DUBOSE, Chairman

Attest: [Signature]
W. D. WARNELL, Secretary

[Signature]
Witness

[Signature]
Notary Public
My Commission Expires:

My Commission Expires July 26, 2004

BRYAN COUNTY
By: [Signature]
H. BROOKS WARNELL, Chairman

Attest: [Signature]
DONNA M. WATERS, Clerk

[Signature]
Witness

[Signature]
Notary Public
My Commission Expires:

My Commission Expires July 26, 2004

496 0471

STATE OF GEORGIA
BRYAN COUNTY

CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS FOR
THE INTERSTATE CENTRE

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS ("Declaration"), made and published as of the 19TH day of February, 2005, hereby amends that certain DECLARATION OF COVENANTS for THE INTERSTATE CENTRE, (hereinafter "Declaration"), dated August 27, 2002 by the joint BRYAN COUNTY/PEMBROKE DEVELOPMENT AUTHORITY, and BRYAN COUNTY, said Declaration recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia, in Deed Book 484, page 253.

WITNESSETH

WHEREAS, the Declaration imposes upon the real property more particularly described therein (the "property") certain restrictions, covenants, affirmative obligations and conditions as set forth therein; and

WHEREAS, subsequent to the date of the Declaration, Declarant Bryan County Pembroke Development Authority wishes to declare and make this amendment to the original declaration, with respect to all of subject real property owned by Declarant, and to any of the subject real property to which Declarant may hereinafter acquire title.

NOW THEREFORE, the undersigned Declarant does hereby amend the declaration as follows:

(1) ARTICLE IV is hereby amended to add the following as Section 4.3:

Section 4.3 Uses and Activities Not Permitted on Premises: There shall be permitted no storage of or keeping on the premises of shipping and/or storage containers which are or were originally attached to wheeled chassis or wheeled

trailers. There shall be no removal or demounting of such storage and/or shipping containers from their wheeled chassis or wheeled trailers for the purpose of placing them upon the property, except as necessary solely for the immediately contemporaneous unloading or loading of the contents of such containers. In no event shall any owner lease or sublease any portion of the property for the purpose of storage or holding of such containers. The purpose of this provision is to prohibit the storage or keeping upon the property of empty storage and/or shipping containers, and the provision shall be construed with said purpose in mind.

IN WITNESS WHEREOF, the Declarant having adopted a resolution authorizing this amendment on January 20, .2005, the Declarants have, on the day and year first above written, caused these amendments to be executed and sealed, by the Chairman and Secretary, said officers having been authorized to execute and Declare this amendment.

Signed, sealed, and delivered this 19th day of February, .2005,
in the presence of:

Bryan County / City of Pembroke Development
Authority

By: [Signature]
DUBOSE, Chairman
FRANK DUBOSE, Chairman

Attest: [Signature]
W. D. WARNELL, Secretary

[Signature]
Witness

[Signature]
Notary Public
My Commission Expires:

CAROL BACON MILLER
BRYAN COUNTY GEORGIA
MY COMMISSION EXPIRES OCTOBER 31, 2006

BRYAN COUNTY
CLERK OF COURTS

496 0470

05 MAR -9 AM 10: 1+ 7

CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

STATE OF GEORGIA
BRYAN COUNTY

After recording, return to:
CAROL B. MILLER
P.O. Box 796
Pembroke, GA 31321

RECORDING COVER SHEET

**Instrument: FIRST AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS**

Date: FEBRUARY 19, 2005

Grantor: BRYAN COUNTY-PEMBROKE DEVELOPMENT AUTHORITY

Grantee: BRYAN COUNTY PEMBROKE DEVELOPMENT AUTHORITY