

DOC# 003304  
FILED IN OFFICE  
7/28/2017 03:30 PM  
BK:1916 PG:179-192  
ANGIE SPELL-HUTTO  
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Douglas, GA 31533-5301  
File No. 10-011B

**DECLARATION  
OF  
PROTECTIVE AND RESTRICTIVE COVENANTS  
FOR  
SATILLA PARK**

THIS DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS (this “Declaration”) is made this the 28<sup>th</sup> day of July, 2017, by the **DOUGLAS-COFFEE COUNTY INDUSTRIAL AUTHORITY**, a public body corporate and politic and an instrumentality of the State of Georgia that also does business under both this name and the trade name the **DOUGLAS-COFFEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY** (the “Authority”).

WITNESSETH:

That the Authority does hereby declare that the real property most of which is in the City of Douglas in Coffee County, Georgia known as Satilla Park (the “Park”) – such property being more particularly described on Schedule A attached hereto and incorporated herein by reference as a part of this description – and any additional real property that subsequently may be subjected to this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, easements, charges and liens set forth in this Declaration. This Declaration shall run with the land and every part thereof and shall be binding upon and inure to the benefit of all owners, lessees, licensees and occupants and their successors and assigns in title and possession.

**ARTICLE I**

**DEFINITIONS**

**Section 1.1. Definitions.** The following words and phrases shall have the following

meanings unless the context or use indicates another or different meaning or intent:

“Authority” shall mean the Douglas-Coffee County Industrial Authority or its successor (the Authority uses both its legal name the “Douglas-Coffee County Industrial Authority” and the trade name the “Douglas-Coffee County Economic Development Authority”).

“Conveyance” or “sale” in the context of a conveyance or sale by the Authority shall mean either an outright conveyance or sale by the Authority or the leasing of property by the Authority with an option to purchase.

“Declaration” shall mean this Declaration and any amendments and supplements hereto.

“Development Plans” shall mean all documents and information related to the development of a Site, including development and use proposals and specifications, Site plans, schematic designs, architectural building elevation drawings, and building materials and color information (with samples if requested by the Authority) as may reasonably be required by the Authority.

“Improvements” shall mean buildings (including both the main portion of buildings and all projections or extensions thereof, including garages, outside platforms and docks, carports, canopies and all other appurtenant structures), underground installations, slope alterations, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas and all other structures or landscaping improvements of every type and kind located upon a Site.

“Owner” shall mean a purchaser, owner, lessee, licensee and occupant of a Site.

“Park” and “Satilla Park” shall mean the real property described on Schedule A and any additions thereto that are subjected to this Declaration by an appropriate declaration of the Authority.

“Purchase” in the context of a purchase from the Authority shall mean either an outright purchase from the Authority or the leasing of property from the Authority with an option to purchase.

“Site” shall mean all contiguous real property comprising an individual building or property site under one ownership.

## ARTICLE II

### PURPOSE OF DECLARATION AND CONFLICT WITH ZONING ORDINANCES

**Section 2.1. Purpose of Declaration.** The purpose of this Declaration is:

- (1) to assure the orderly and attractive development of the Park in an efficient and harmonious manner;
- (2) to preserve and enhance property values, amenities and opportunities within the Park;

- (3) to provide for the maintenance of the Park and Improvements therein; and
- (4) to maintain a harmonious relationship among the various structures and the natural formation and vegetation in the Park.

**Section 2.2. Design of Declaration and Conflict with Zoning Ordinances and other Regulations.** This Declaration is designed to complement the Unified Land Development Code as adopted and in effect in the City of Douglas and other local and applicable governmental regulations and ordinances as amended from time to time, and where conflicts occur, the more rigid requirement shall prevail.

### ARTICLE III

#### DEVELOPMENT STANDARDS AND REQUIREMENTS

**Section 3.1. Development Plans and Use Approval Required.** No Improvement of any kind shall be commenced, installed, constructed, erected, placed, assembled, altered, added to or any other development made upon or to a Site, nor shall any use be commenced on any Site, unless and until the Development Plans for such Improvement and development – which Development Plans must show the proposed location and intended use of the same – have been submitted to and approved by the Authority.

**Section 3.2. Changes in Development Plans and Change in Use.** No construction or use that is inconsistent with, in addition to or materially different from any previously approved Development Plans shall be commenced or permitted until the Development Plans reflecting such change or addition have been submitted to and approved by the Authority. As noted, Authority approval is required for any change in the use of a building or Site.

**Section 3.3. Zoning Restrictions.** Notwithstanding anything contained herein to the contrary, no Improvement shall be constructed, erected, placed, altered or added to and no use shall be commenced in violation of applicable governmental restrictions, regulations, laws or ordinances. Every Owner shall be obligated in the development and use of all or any portion of a Site to comply with all applicable governmental restrictions, regulations, laws and ordinances.

#### **Section 3.4. Building Lines.**

(a) Minimum Setback Requirements. No building shall be located on any Site nearer to the property line than the following minimum setbacks without the consent of the Authority and, if applicable, the City of Douglas zoning regulatory authority:

- (1) Front yard setback – 50 feet from the right-of-way lines of streets in Satilla Park designated as primary by the Authority, and 50 feet from the rights-of-way of streets in the Park not designated as primary by the Authority.

(2) Side yard setback – 25 feet from the property line.

(3) Rear yard setback – 25 feet from the property line.

(b) Conflict with Utility Easements. All setbacks are subject to utility easements in the Park.

### **Section 3.5. Site and Building Design.**

(a) Site Design. Site design shall be subject to review and approval by the Authority, and shall comply with the maximum building area requirements of the Unified Land Development Code as adopted and in effect in the City of Douglas.

(b) Building Design. Building design and construction shall be subject to review and approval by the Authority, and shall be in accordance with the Unified Land Development Code as adopted and in effect in the City of Douglas and State of Georgia Construction Codes.

### **Section 3.6. Building Materials and Design.**

(a) Exterior Walls. Exterior wall materials shall be subject to review and approval by the Authority. The Authority shall apply the following general standards:

(1) Any other portion of a building that is visible from the street shall be finished in an attractive manner in keeping with the façade.

(2) Special efforts shall be made to improve the appearance of pre-engineered metal buildings. The façade of pre-engineered metal buildings and all sides of such buildings visible from a street shall be brick, stone synthetic stucco or similar material.

(3) All visible grey concrete masonry units, including retaining walls, at a minimum shall be painted, and the Authority may require complementary exterior materials as noted above.

(4) Poured-in-place and tilt-up concrete walls shall have a decorative finish such as exposed aggregate or a colored coating.

(b) Exterior Equipment. All roof mounted equipment and screening for such equipment shall be subject to review and approval by the Authority.

### **Section 3.7. Vehicle Parking and Paving.**

(a) On-Site Parking Required. The Owner of each Site shall provide adequate vehicle parking on such Owner's Site capable of accommodating the reasonable parking needs of the Owner's employees, visitors and company vehicles, including delivery vehicles. No use or activity shall be permitted on any Site unless adequate parking is provided on the Site for such use or activity

in accordance with the terms and conditions set forth in this Declaration; and in the event that the parking requirements on any Site increase as a result of a change in use of the Site or as a result of an increase in the number of employees working at the Site, it shall be the Owner's responsibility to provide additional parking areas, as approved by the Authority, either on the Site or elsewhere, in order to accommodate such increased parking requirements. Such additional parking areas shall be provided prior to, or concurrently with, the institution of such changed use or the employment of such additional employees. A Development Plan shall demonstrate compliance with the Unified Land Development Code as adopted and in effect in the City of Douglas.

(b) Off-Site Parking. Each Owner of a Site shall use such Owner's best efforts to prevent the Owner's employees, lessees, agents, contractors, customers and visitors from parking on any street within Satilla Park. If any Owner of a Site or any of an Owner's employees, lessees, agents, contractors, customers or visitors shall park their vehicles on any street within the Park, and if such use is not discontinued after written notice from the Authority or its authorized representative, then such parking shall be considered and treated as illegal, subjecting the Owner to fines by local law enforcement for illegal parking.

(c) Paving of Parking Areas and On-Site Roads and Driveways. All parking lots, driveways and regularly used on-site roadways and access roads shall be paved with either concrete or asphalt.

(d) Maintenance. All parking lots, sidewalks and other hard surface areas shall be swept or otherwise cleaned regularly, and all cracks and damaged areas of sidewalks repaired or replaced as required. Damaged or eroding areas of asphalt parking surface shall be replaced as required and an overall resurfacing of the parking area will be done as necessary. Broken curbing shall be replaced as required and drainage inlets, storm sewers and any surface drainage facilities shall be maintained in good repair and shall remain clear of debris so as to enable the proper flow of water.

**Section 3.8. Truck Loading and Parking.** If applicable to an Owner's business, areas for parking, maneuvering and loading and unloading trucks shall be provided. Such areas shall be paved with either concrete or asphalt. All loading docks shall be located in the rear or side yard of a building whenever possible. All loading docks facing public streets shall be appropriately screened and constructed to complement the architectural design of the building.

**Section 3.9. Outside Storage.** No outside storage shall be located in front of the main building on a Site or on a side that faces a street in the Park, and all outside storage, regardless of where located, shall be screened from view of the street frontage. All outside storage, regardless of where located, shall have the same exterior application as the main building. Solid walls may be allowed in lieu of fencing if such walls are of the same or complementing materials as the front of the building. Such walls shall not exceed 6 feet in height unless items to be stored require additional height, in which case approval must be given by the Authority prior to construction of such walls.

**Section 3.10. Trash Containers.** All trash containers must be semi-enclosed on at least three sides by a solid wall not to exceed 6 feet and must be at all times properly maintained and adequately painted or otherwise finished, clean and safe.

### **Section 3.11. Landscaping.**

(a) Landscape Plan. All areas on each Site not occupied by buildings and paved areas shall be suitably graded and drained and shall be considered as part of the landscape plan. Wherever possible, healthy trees shall be preserved. Undeveloped areas may be planned as natural landscaped areas and must be maintained in a presentable and neat manner at all times. A landscape plan – to include irrigation installation – shall be submitted to the Authority for approval as part of the Development Plans, and approved landscaping shall be installed within one planting season of occupancy or within six months of completion of the installation of the exterior walls and roof of the main building on a Site. Such landscape plan shall demonstrate compliance with the current City of Douglas tree ordinance.

(b) Maintenance. All landscaping on each Site shall be properly maintained by the Owner of the Site, and such maintenance shall include all necessary cutting, watering, fertilizing, aerating, spraying, pruning and required replacements. Dead or damaged planting material shall be promptly replaced. If grass is not cut or the trees and shrubbery not properly maintained, the Authority may serve the Owner with notice of noncompliance, and if the Owner does not perform such maintenance within 30 days after receipt of such notice, the Authority may perform such maintenance and require the Owner to pay for the cost of such maintenance as provided in Section 7.3, plus a \$100 fine per occurrence. Such cost and fine, if unpaid within 30 days after such Owner is billed therefor by the Authority, shall become a lien against the land and Improvements of such Owner as provided in Section 6.3.

**Section 3.12. Exterior Lighting.** All exterior lighting shall be shown on the Development Plans and shall be approved by the Authority. Such lighting shall be installed and maintained to be compatible and harmonious throughout Satilla Park and shall be in keeping with the specific use of the building or buildings on the Site.

### **Section 3.13. Signs.**

(a) Approval. All signs of every nature shall be compatible with the overall development of the Site and subject to the prior approval of the Authority as to size, shape, color, material, design, working and location. All signs also must comply with the Unified Land Development Code as adopted and in effect in the City of Douglas. In approving signs the Authority follows the general standard of encouraging low profile signs. No flashing, moving, reader-board or audible signs are permitted.

(b) Number and Design of Signs Permitted and Prohibited. Only two signs, either building-mounted or monument type, shall be permitted for each Site for business identification purposes. No monument type sign shall exceed 100 square feet in size and when erected extend more than 8 feet high from the ground. No rooftop signs shall be allowed in the Park.

(c) Temporary Signs. Temporary signs may be erected on a Site (1) to offer a Site for sale or lease, or (2) by builders, subcontractors, lenders and architects involved in the construction

and design of a building on a Site. The design, size, location and number of signs shall be subject to the prior approval of the Authority.

**Section 3.14. Sites Not for Sale for Investment Purposes.** No Site shall be sold for the purpose of investment.

**Section 3.15. Construction and Commencement and Completion of Construction.** For a Site purchased from the Authority, the development of a Site must commence within one year from the date of approval of the Development Plans by the Authority or one year from the date of the deed or lease from the Authority to the Owner, whichever is later. In all other cases, work must commence within one year from the date of approval by the Authority. Once commenced, construction of any building or other Improvement on a Site shall be diligently pursued to completion. No construction or building material, vehicles or mobile buildings shall be located or stored within street rights-of-way.

**Section 3.16. Maintenance During Construction.** During construction, the Owner shall be responsible for keeping the premises in a reasonably neat condition, preventing the accumulation of trash, and shall prevent runoff of soil from the Site onto adjacent property or the streets. Streets providing access to a Site shall be cleaned daily by the Owner or the Owner's contractor to remove dirt resulting from construction activity on behalf of the Owner. Each Owner shall be responsible for the cost of and prompt repair of any damage to streets and rights-of-way caused in any way by the construction activity taking place on the Owner's Site.

**Section 3.17. Maintenance.** No building or other Improvement on a Site shall be permitted by the Owner to fall into disrepair, and each building and other Improvement shall at all times be kept in good condition and repair, properly maintained and adequately painted or otherwise finished, clean and safe. All asphalt or concrete paved surfaces shall be resurfaced or sealed as needed and all potholes shall be promptly repaired. Unimproved Sites shall be maintained in a reasonably neat condition, free of debris.

**Section 3.18. Rezoning.** No Owner of a Site (or prospective Owner with a contract or option to purchase a Site) shall apply for rezoning, a special use permit, a special exception or a variance for any part of a Site without the prior written consent of the Authority. Such consent may be granted or withheld in the sole, unfettered discretion of the Authority.

**Section 3.19. Environmental Protection.**

(a) Compliance with All Applicable Laws. Owners shall comply with all current federal, state and local governmental statutes, ordinances and regulations regarding environmental protection in relation to a Site. Any Owner that causes any environmental damages to any Site shall be responsible for such damage.

(b) Right of Entry. The Authority shall have the right of entry on any part of the Park, during reasonable hours and subject to reasonable security requirements, for the purpose of gathering environmental information to determine the quality of the soil, ground water and any emissions or

discharges from a Site.

**Section 3.20. Noise, Vibration, Dust, Odor, Fumes, Smoke, Gas, Glare and Heat.** All Owners shall comply with all applicable noise, vibration, glare and heat and dust, odor, fumes, smoke and gas emission ordinances, laws and regulations.

#### ARTICLE IV

#### EASEMENTS

**Section 4.1. Construction of Utility Easements.** The Authority shall have the right to create, by recordation of an appropriate instrument in the Office of the Clerk of the Superior Court of Coffee County, Georgia, reasonable temporary or perpetual easements along property boundary lines or setback areas for the purpose of installing, repairing, replacing and maintaining utilities of any sort, including but not limited to, poles or lines for electricity, telephone, telecommunications, below ground conduits and cables, storm and sanitary sewer lines, water lines and gas pipes; and reasonable temporary or permanent slope, grading and construction easements. The Authority shall have the right to assign the benefit of any such easement to any electric company, gas company, telephone company, cable television company, communication company, the City of Douglas, Coffee County or any public utility. No conveyance by the Authority of any portion of the Park or any interest therein shall be deemed to be, or construed as, a conveyance or release of the right to create easements herein reserved, even though such conveyances purports to convey such property in fee simple or purports to convey the Authority's entire interest therein.

#### ARTICLE V

#### EXPIRATION OF APPROVAL OF PLANS AND AUTHORITY PURCHASE OPTIONS

**Section 5.1. Expiration of Authority Approval of Development Plans for Failure to Timely Commence Construction.** For a Site purchased from the Authority, if work on the Improvements is not commenced within one year from the date of approval of the Development Plans by the Authority or one year from the date of the deed or lease from the Authority to the Owner, whichever is later, then the approval shall be deemed revoked by the Authority, unless the Authority extends the time for commencing work. In all other cases, if work is not commenced within one year from the date of approval by the Authority, then the approval shall be deemed revoked by the Authority, unless the Authority extends the time for commencing work. In any event, all work covered by such approval shall be complete within two years of the commencement thereof, except for such period of time as such completion is rendered impossible, or would result in great hardship due to strikes, fires, national emergencies, critical materials shortages, or other intervening forces beyond the control of the Owner, unless the Authority extends the time for completion.

**Section 5.2. Reconveyance of Property to Authority for Failure to Timely Commence Construction.** With respect to a Site purchased from the Authority, in the event the approval of an Owner's Development Plans is deemed revoked by the Authority because the Owner does not timely commence work as provided in the foregoing Section, each Owner by acceptance of a deed or



entering into a lease with respect to a Site thereby grants (on behalf of the Owner and the Owner's successors and assigns) the Authority the right and option to purchase the Site for the same price as paid by the Owner. The Authority shall have 90 days from the date its approval of the Owner's Development Plans are deemed revoked to exercise such option to purchase. If the Authority does not exercise its option to purchase within such period, the Owner's Site shall be free and clear of the Authority's option to purchase set forth in this Section. The written declination of the Authority to purchase the property shall relieve an Owner from the necessity of complying with the provisions of this Section.

**Section 5.3. Sales by Owners of Unimproved Sites or Parts of a Site.** Each Owner by acceptance of a deed or entering into a lease with respect to a Site thereby grants (on behalf of the Owner and the Owner's successors and assigns) the Authority the option to purchase set forth in this Section. In the event an Owner desires to sell a Site that is unimproved or to sell part of an improved Site that is not an integral part of the Improvements on the Site, the Authority shall have the right and option to purchase such Site or part of a Site from the Owner for the same price per acre as paid by the Owner. The Owner shall notify the Authority in writing of the Owner's desire to sell, and in such notice the Owner shall describe the property desired to be sold. The Authority shall have 90 days from the date of its receipt of such notice to exercise such option to purchase. If the Authority does not exercise its option to purchase within such period, the Owner may sell and convey the property to a purchaser free and clear of the Authority's option to purchase set forth in this Section. The written declination of the Authority to purchase the property shall relieve an Owner from the necessity of complying with the provisions of this Section.

## ARTICLE VI

### ENFORCEMENT

**Section 6.1. Preventive Remedies.** The Authority or any Owner may proceed at law or in equity to prevent the violation of this Declaration.

**Section 6.2. Right of Entry.** During reasonable hours, subject to reasonable security requirements, the Authority and its authorized representatives shall have the right to enter any part of a Site, but not inside of a building on a Site, for the purpose of ascertaining whether this Declaration has been or is being complied with. Any such entry pursuant to this Article hereof shall constitute an authorized entry and the Authority and its representatives shall not be deemed liable for any manner of trespass for such action.

**Section 6.3. Enforcement Rights.** The Authority or its duly authorized agents shall have the right, upon reasonable notice, any time and from time to time following violation or breach of this Declaration, (1) to enter upon the Site upon or as to which such violation or breach exists and summarily to abate and remove, at the expense of the Owner thereof, any structure, object or condition that may be or exist there contrary to the intent and meaning of this Declaration (including, without in any way limiting the generality of the foregoing, the care and maintenance of landscaping and lawns, care and maintenance of Improvements, removal of trash and debris, removal of dirt from streets resulting from construction activity, abatement of nuisances, removal or relocation of signs,

etc.) and/or (2) to institute a proceeding at law or in equity against the person or entity who has violated or is attempting to violate any of the provisions of this Declaration, to enjoin or prevent such person or entity from doing so, to cause such violation to be remedied, and/or to recover damages from such violation. In the event, pursuant to this Section, the duly authorized agents of the Authority enter upon any Site for the purpose of abating or removing any violation or breach of this Declaration, neither the person entering nor the person or entity directing the entry shall be deemed liable for any manner of trespass for such action, and the Owner of such Site shall promptly reimburse the Authority for the cost thereof. Payment of such amount shall be secured by a lien against the land and Improvements of such Owner, which lien may be foreclosed and/or enforced in any manner available at law or in equity. Such lien shall be subordinate and inferior to the lien of any deed to secure debt or other lien made without constructive notice and for value and any lien for *ad valorem* taxes. If such amount is not paid in full within 30 days after such Owner is billed therefor by the Authority, then the Authority may file a claim of lien in the Office of the Clerk of the Superior Court of Coffee County and/or institute appropriate action to enforce the collection of such amount, together with interest from the due date at the legal rate for judgments under the laws of the State of Georgia. If such a claim or lien is filed and/or such suit is brought for the collection of such indebtedness, the Authority also shall be entitled to recover all costs of collection, including 15% of the amount due and interest as attorney's fees if collected by or through an attorney at law. All rights of the Authority under this Article are optional and not obligatory and shall not impose any duty or obligation on the Authority.

**Section 6.4. Cumulative Remedies.** The remedies hereby specified are cumulative, and this specification shall not be deemed to preclude any aggrieved person or entity's resort to any other remedy provided hereunder or by law, in equity or under any statute.

**Section 6.5. Failure to Enforce Not a Waiver of Rights.** No delay or failure on the part of an aggrieved person or entity to invoke any available remedy with respect to a violation of any provision of this Declaration shall be held to be a waiver by the person or entity of (or an estoppel of the person or entity to assert) any right available to such person or entity upon recurrence or continuance of such violation or the occurrence of a different violation, nor shall there be imposed upon the Authority a duty to take any action to enforce this Declaration.

**Section 6.6. Constructive Notice and Acceptance.** Each Owner, by acceptance of a deed conveying title to a Site, or the execution of a contract for the purchase thereof, or the acceptance of a lease or license therefor, or the taking possession thereof, whether from the Authority or other Owner, shall accept such deed, contract, lease, license or possession upon and subject to each and all of the provisions of this Declaration, and by such acceptance shall for such Owner and such Owner's heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Authority and to and with the other Owners, to keep, observe, comply with and perform the requirements of this Declaration, whether or not reference to this Declaration is contained in the instrument by which such person or entity acquired such interest. Every person or entity who now or hereafter owns or acquires any rights, title or interest in or to any portion of the Park is and shall be conclusively deemed to have consented and agreed to the provisions of this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in such property.

**Section 6.7. Waiver.** Neither the Authority nor any member, officer, employee or agent thereof shall be liable for damages to any Owner of any Site by reason of any mistake in judgment, negligence, nonfeasance, action or inaction in the administration of the provisions of this Declaration or for the enforcement or failure to enforce this Declaration or any part hereof; and every Owner by acquiring an interest in the Park agrees that such Owner will not bring any action or suit against the Authority or any of its members, officers, employees or agents thereof to recover any such damages or to seek equitable relief on account of their enforcement or non-enforcement of this Declaration.

## ARTICLE VII

### VARIANCE, DURATION AND MODIFICATION

**Section 7.1. Variances.** The Authority shall have the right to grant reasonable variances from provisions of the Declaration or any portion thereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein, provided, however, that such variances shall not, in the opinion of the Authority, materially injure or adversely impact any of the real property or Improvements within the Park. No variance granted pursuant to the authority herein reserved shall constitute a waiver of any provisions of this Declaration as applied to any other person or entity or real property.

**Section 7.2. Duration of Protective Covenants.** This Declaration shall continue and remain in full force and effect at all times with respect to the Park and each part thereof (subject, however, to the right to amend as provided for herein) until terminated by the Authority or the restrictive covenants or one or more of them are terminated by the act of 75% of the Owners of Sites in the Park. To terminate a covenant by the Owners of Sites in the Park, at least 75% of the Owners shall execute a document containing a legal description of the entire area affected by the covenant, and a description of the covenant to be terminated, which may be incorporated by reference to another recorded document. By signing such document, each Owner shall verify that the Owner is a record or equitable owner of property affected by the covenant. Such document shall be recorded in the Office of the Clerk of the Superior Court of Coffee County, Georgia. The Clerk of the Superior Court shall index the document under the name of each Owner appearing in the document.

**Section 7.3. Modification by Authority.** This Declaration, or any provisions hereof, may be modified or amended by the Authority, provided that a written instrument setting forth the terms of such modification or amendment are recorded in the Office of the Clerk of the Superior Court of Coffee County, Georgia.

**Section 7.4. Public Dedication of Property by Owner.** Any part of a Site may be dedicated or conveyed for public streets or other public use free and clear of this Declaration.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.1. Interpretation of Declaration.** This Declaration shall be interpreted for the mutual benefit and protection of the Owners in the Park and in furtherance of the basic goals of this Declaration. Any discrepancy, conflict or ambiguity which may be found herein shall be resolved and determined by the Authority and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such resolution and determination shall be final.

**Section 8.2. Effect of Invalidation.** If any provision of this Declaration is held to be invalid or unenforceable by any court, the invalidity of such provision shall not affect the validity of the remaining provisions of this Declaration, which shall continue unimpaired, in full force and effect, and shall be construed to the fullest extent practicable as if such invalid or unenforceable provision had not been included in this Declaration.

**Section 8.3. Notice.** Any and all notices or other communication required or permitted by this Declaration to be given to the Authority shall be deemed sufficiently given when given in writing and personally delivered, or in lieu of such personal delivery, mailed by certified or registered mail, postage prepaid, or by commercial overnight courier, addressed to the Authority as follows (or the Authority's physical location at the time of the giving of such notice, as applicable):

Douglas-Coffee County Economic Development Authority  
114 North Peterson Avenue, Suite 205  
Douglas, Georgia 31533

**Section 8.4. Captions.** The article, section and paragraph headings and captions appearing in this Declaration are inserted only as a matter of convenience and for reference and in no way limit or otherwise affect the scope, meaning or effect of any provisions of this Declaration.

**Section 8.5. Governing Law.** This Declaration and rights of Owners of the land within the Park shall be governed by the substantive laws of the State of Georgia.

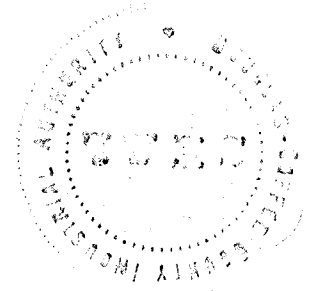
IN WITNESS WHEREOF, and on a separate signature page, the Authority has caused this Declaration to be properly executed and its seal to be affixed hereto and attested by its duly authorized officers, all as of the date first above written.

DOUGLAS-COFFEE COUNTY  
INDUSTRIAL AUTHORITY

By: *Luke E. Morgan*  
Luke E. Morgan, President

ATTEST:

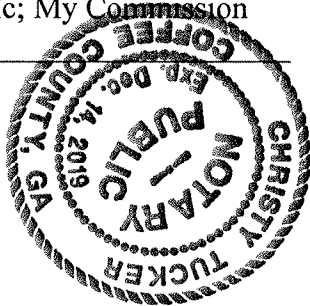
*Andrea Taylor*  
Andrea Taylor, Assistant Secretary



Signed, sealed and delivered on the  
28<sup>th</sup> day of July, 2017  
in the presence of:

*Christy Tucker*  
Witness

Christy Tucker  
Notary Public; My Commission  
Expires: \_\_\_\_\_



## Schedule A

All those certain tracts or parcels of land lying and being situate in Land Lots 195 and 220 in the 6<sup>th</sup> Land District of Coffee County, Georgia, and being more particularly described as follows, which tracts are shown and depicted on a certain plat prepared by Statewide Surveying for the Douglas-Coffee County Industrial Authority dated April 28, 2016, and recorded in Plat Book 117, Page 29, in the Office of the Clerk of the Superior Court of Coffee County, Georgia, which plat is incorporated herein by reference as part of this description:

I. First Group of Tracts Subject to this Declaration:

Being all of the following tracts owned by the Authority as of the date of execution of this Declaration:

- Tract 1 consisting of 2.28 acres;
- Tract 3B consisting of 8.85 acres;
- Tract 4 consisting of 3.90 acres;
- Tract 5 consisting of 186.05 acres; and
- Tract 8 consisting of 0.07 acres.

II. Second Group of Tracts Subject to this Declaration:

Being all of the following tract owned by Frank M. Hutcheson and Jane H. Carver as of the date of the execution of this Declaration and made subject to this Declaration by the documents noted below:

- Tract 2 consisting of 1.21 acres, owned by Frank M. Hutcheson and Jane H. Carver and made subject to this Declaration by that certain document executed on December 17, 2013, and recorded in Deed Book 1709, Page 260, in the Office of the Clerk of the Superior Court of Coffee County, Georgia, and as also noted in that certain document executed on January 18, 2017, and recorded in Deed Book 1883, Page 321, in the Office of the Clerk of the Superior Court of Coffee County, Georgia.