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Peach County Clerk Superior Court

**DECLARATION OF PROTECTIVE COVENANTS**

**FOR**

APR 27 2021  
Book <sup>254</sup>647 Page <sup>299</sup>299 Time 8:00A.M.  
Sherry Gonzalez

**ROBINS INTERNATIONAL INDUSTRIAL PARK**

This Declaration of Protective Covenants is made effective as of March 1<sup>st</sup>, 2021, by the **JOINT DEVELOPMENT AUTHORITY OF PEACH COUNTY AND THE CITY OF WARNER ROBINS ("DECLARANT")**.

**WITNESSETH**

Whereas, Declarant owns that real property situated in Peach County, Georgia, more particularly described in Exhibit "A", attached hereto and made a part hereof by this reference ("Property"); and

Whereas Declarant desires to subject the Property to the conditions, covenants, restrictions and reservations hereinafter set forth to ensure proper use and Improvement of the Property and to protect and enhance the value of the Property by ensuring a well-planned development.

Now, therefore, in consideration of the foregoing and of the mutual benefits to be derived by the Declarant and each and every subsequent Owner and occupant of the Property, the Declarant does hereby declare that the Property shall be held, transferred, sold, conveyed and occupied subject to the easements, restrictions, covenants, charges, liens and affirmative obligations and conditions set forth herein, all of which shall run with title to the Property.

**ARTICLE I  
PROPERTY**

**Section 1.1 Additional Covenants and Easements.**

Declarant may subject any portion of the Property to additional covenants and easements. Such additional covenants and easements may be set forth either in a supplemental declaration recorded in the real estate records of Peach County, Georgia ("Supplemental Declaration") subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

**Section 1.2 Effect of Filing Supplemental Declaration.**

A Supplemental Declaration shall be effective upon recording in the applicable county records unless otherwise specified. Any property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

**Section 1.3 Withdrawal of Property.**

During the Declarant Control Period (as hereinafter defined) Declarant reserves the right to amend this Declaration for the purpose of removing any portion of the Properties. Such amendment shall not require the consent of any person other than the Owner(s) of the Property to be withdrawn, if not Declarant.

**Section 1.4 Right to Approve Additional Covenants.**

No person shall record any declaration of covenants, conditions, and restrictions or similar instrument affecting any portion of the Property without Declarant's review and written consent. Any instrument recorded without such consent shall be void and of no force and effect unless subsequently approved by Declarant in a recorded consent.

**ARTICLE II  
DEFINITIONS**

**Section 2.1 Definitions.**

Capitalized terms not otherwise defined herein shall have the following meanings:

"**Association**" shall mean the "Robins International Industrial Association, Inc.", a Georgia non-profit corporation.

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

"**Area of Common Responsibility**" shall mean any Common Area together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of the Declaration or other applicable contracts or agreements.

"**Common Expenses**" shall mean the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Association may establish, which specifically includes but is not limited to the cost of maintaining the Area of Common Responsibility.

"**Common Area(s)**" shall mean all real property, including the Improvements thereon, that may be owned by the Declarant, or as may hereafter be conveyed to the Association for the common and exclusive use and enjoyment of the Owners and others entitled to the use thereof.

DECLARATION OF PROTECTIVE COVENANTS FOR ROBINS INTERNATIONAL INDUSTRIAL PARK

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Notwithstanding the foregoing, no obligation exists for the Declarant to establish or designate any Common Area within the Property. Common Area may also apply to access easements and rights-of-way before they are officially dedicated to the City.

**"Bylaws"** shall mean any Bylaws or other rules of operation adopted by the Association and as the same may be amended from time to time.

**"Declarant Control Period"** shall mean the period of time during which the Declarant may exercise the rights granted to Declarant or to the Association herein, including the right to appoint the members of the board of directors of the Association as provided in the Bylaws. The Declarant Control Period shall terminate on the first to occur of the following: (a) when Declarant no longer owns any of the Property described in Exhibit "A"; or (b) when, in its discretion, the Declarant so determines.

**"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 of any type or kind constructed on any portion of the Property.

**"Long-Term Lease"** shall mean any lease entered into by Declarant as lessor with any other party as lessee that contains a lease term of ten years or more or otherwise is a bonds-for-title lease arrangement.

**"Owner" or "Owners"** shall mean the party or parties, including persons, associations, or any legal entity owning fee simple title to a Parcel or portion thereof, provided, however, that the lessee under any Long-Term Lease with Declarant shall be considered the Owner(s) in lieu of the Declarant as to the Parcel subject to the respective Long-Term Lease.

**"Parcel" or "Parcels"** shall mean, individually or collectively as the context requires, all legally subdivided lots within the Property.

**"Property"** shall mean the real property described on Exhibit "A" hereof, and any and all improvements thereon or added thereto, and all additional real property as may be subjected to the Declaration pursuant to the terms hereof.

**"Standards"** shall mean the architectural and site development guidelines referenced in Section 6.1 hereof.

**"Upland Acreage"** shall mean all that Property of a Parcel that is not in determine to be a wetland or in a floodplain.

**ARTICLE III  
PURPOSE**

**Section 3.1 Purpose of Covenants.**

The conditions, covenants, restrictions and reservations contained herein are 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) establish the Property as an area devoted to attractive sites of sufficient size to encourage the location and expansion of job-creating businesses; (c) ensure adequate, reasonable, and consistent development of the Property in accordance with local, state and federal laws and regulations; (d) encourage and ensure the construction of Improvements in locations within the Property which will promote its overall harmonious appearance and function; and (e) generally promote the welfare and safety of the Owners, occupants, and tenants of Parcels.

**ARTICLE IV  
USE OF PROPERTY**

**Section 4.1 Permitted Uses.**

Parcels may be used for such 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 uses stated in Section 4.2 hereof be permitted. All activities on each Parcel shall be in compliance with all applicable federal, state, and local laws, rules and regulations. Sanitary and industrial waste on each Parcel shall be discharged or disposed of 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 Association.

**Section 4.2 Uses and Activities Not Permitted on Premises.**

In no event shall the following uses be permitted upon the Property, 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, 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.

There shall be allowed limited storage of or keeping on the Property of shipping and/or storage containers which are or were originally attached to wheeled chassis or wheeled trailers. There shall be limited 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 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. Container storage shall be a part of day to day operations for the occupant of the Property. 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.

**Section 4.3 Owner Maintenance.**

Each Owner shall maintain in good order and repair each Owner's Parcel, including during the process of construction or placement of Improvements, and shall keep each Parcel free of trash and debris. Each Owner's maintenance obligations hereunder shall include the obligation to maintain all drainage facilities on each Owner's Parcel.

Each Parcel Owner, its successor and/or subsequent Owners and their agents shall be responsible for the continued maintenance of their Property. Maintenance of landscaping and grassed areas shall be performed on a regular basis. This shall include but not be limited to mowing, edging, trimming, mulch reapplication, weeding, pest control, trash/litter pickup and any other such tasks that are needed to adequately maintain the landscaping and hardscape features within the Property. Any plant materials, which exhibit evidence of insect pests, disease and/or damage shall be removed within 45 days and shall be replaced within the next appropriate plantings season. Removal without replacement is not allowed.

**Section 4.4 Association Maintenance.**

The Association shall maintain in good order and repair the Area of Common Responsibility, which shall include, but need not be limited to:

- (i) all portions of and Improvements situated on the Common Area;
- (ii) landscaping within public rights-of-way within or abutting Property owned by Declarant;
- (iii) each Owner shall be responsible for landscape maintenance on any right of way that adjoins such Owner's Parcel up to the edge of paved area.

In addition, the Declarant during the Declarant Control Period and the Association shall have the right but not the obligation to maintain and landscape all unimproved portions of the Property located within twenty (20) feet of the edge of the existing pavement located on all interior roadways within the park, which shall be a Common Expense.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Association determines that such maintenance is necessary or desirable.

**ARTICLE V  
WETLANDS**

**Section 5.1 Wetlands**

No Owner shall undertake any actions (including but not limited to, commencement of Improvements) on any jurisdictional wetlands that may exist within any Parcel that would be in violation of any applicable federal, state, or local law or regulation, unless such Owner has first obtained all required approvals or permits from the appropriate federal, state, or local governmental authorities having jurisdiction thereof.

**ARTICLE VI  
CONSTRUCTION OF IMPROVEMENTS**

**Section 6.1 General.**

To ensure orderly, attractive, and lasting development of the Property, Declarant has promulgated certain architectural and site development guidelines (the "Standards"), a copy of which is attached hereto as Exhibit "B" and made a part hereof by this reference. No structure or thing shall be placed, erected, or installed upon any Parcel and no Improvements or other work (including staking, clearing, excavation, grading, and other site work; exterior alterations of existing Improvements; or planting or removal of landscaping) shall take place within the Property, except in compliance with this Article and the Standards. This Article shall not apply to Declarant's activities during the Declarant Control Period. Each Owner agrees that no activity within the scope of this Article shall be commenced on its Parcel unless and until the Architectural Review Board has given its prior written approval for such activity as set forth herein, which approval may be granted or withheld in its sole discretion. Upon termination of the Declarant Control Period, the Association shall assume jurisdiction of all architectural matters pursuant to this Article and the Standards, and may, but shall not be required to exercise such jurisdiction through the Architectural Review Board.

**Section 6.2 Architectural Review Board.**

The Architectural Review Board is hereby established and shall perform the duties set forth herein.

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.

During the Declarant Control Period, the Declarant, in its sole discretion, shall appoint the members of the Architectural Review Board. The Architectural Review Board shall consist of at least three members and not more than five members, and during the Declarant Control Period one of the members shall be the executive director of The Joint Development Authority of Peach County and The City of Warner Robins. The members of the Architectural Review Board need not

be members of the Association or representatives of such members, and may, but need not, include architects, engineers, or similar professionals.

In the event a position on the Architectural Review Board becomes vacant, the Declarant shall have the sole responsibility and authority to appoint a replacement member; Declarant shall not be required to appoint a replacement member so long as the Architectural Review Board has three remaining members.

The Declarant, in its sole discretion, may remove a member from the Architectural Review Board at any time, with or without cause. In the case of removal, written notice of the member's removal shall be promptly provided to the removed member.

The Architectural Review Board may take formal action, either approving or rejecting plans and specifications hereinafter described by a majority vote of its members.

#### **Section 6.3 Submission and Approval Process.**

No Improvements shall be erected, placed, altered, maintained, or permitted to remain on any Parcel nor shall building or other permits be secured until plans and specifications, demonstrating compliance with the Standards promulgated pursuant to this Article VI, have been submitted to and approved in writing by the Architectural Review Board. 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.

#### **Section 6.4 Standards.**

During the Declarant Control Period, Declarant or the Architectural Review Board may prepare, modify, and amend the Standards, in their sole discretion, and subsequent to the Declarant Control Period, the Association shall assume such powers. The Standards are intended to provide guidance to Owners, but the Standards are not the exclusive basis for the review and approval of Owner applications hereunder and conformance to the Standards does not guarantee approval of any application.

Any amendments to the Standards shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Standards, and such amendments may remove requirements previously imposed or otherwise make the Standards less restrictive.

#### **Section 6.5 No Waiver of Future Approvals.**

Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Standards, may vary accordingly. Approval of applications or plans, or in

connection with any other matter requiring approval, shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

**Section 6.6 Variances.**

The Declarant or the Architectural Review Board in its discretion may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations justify such variances. No variance shall (a) be effective unless in writing or (b) estop the grantor of the variance from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

**ARTICLE VII  
LIABILITY**

**Section 7.1 Limitation of Liability.**

Neither Declarant, the Architectural Review Board, individual members of Declarant 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 Declarant, 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 Declarant and the Architectural Review Board are hereby expressly relieved of any and all liability in connection therewith. The Standards and procedures established by the foregoing Article VI are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Property; they do not create any duty to any Owner or person. Review and approval of any application pursuant to the foregoing Article VI may be based on aesthetic considerations only. Declarant and the Architectural Review Board shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications.



**ARTICLE VIII  
ASSOCIATION MEMBERSHIP, POWERS, AND RESPONSIBILITIES**

**Section 8.1     Function of Association.**

The Association is the entity responsible for management, maintenance, operation, and control of the Area of Common Responsibility. The Association also is the primary entity responsible for enforcement of this Declaration. The Association shall perform its functions in accordance with this Declaration, the Bylaws, and Georgia law. In addition to the specific powers granted to the Association by the foregoing instruments, the Association may establish reasonable rules and regulations related to the Property and its use.

**Section 8.2     Membership and Voting.**

By acquiring an interest in a Parcel, an Owner as defined herein automatically becomes a member of the Association with voting rights and responsibilities as described herein and in the Bylaws. Owner shall be responsible for any and all association expenses. For any Owner that is a corporation, partnership, limited liability company, or other legal entity other than an individual person, such Owner shall designate in writing to the Association a person who is authorized to act for such Owner in all aspects of membership in the Association, including voting. Each Owner's membership percentage interest in the Association, which shall be used to establish each Owner's voting rights and liability for assessments (as set forth in Article IX hereof), shall be in proportion to the Upland Acreage of each Parcel relative to the total Upland Acreage of all Parcels comprising the Property, exclusive of any Common Areas. The initial membership percentage interest designated to each Parcel shall be as set forth in Exhibit "C" attached hereto and made a part hereof by this reference, and such membership percentage interest shall be reallocated in the event that additional property is subjected to this Declaration.

**Section 8.3     Inspection Rights.**

The Association may from time to time at any reasonable hour or hours, upon advance written notice to the Owner or occupant of a Parcel, enter and inspect any portion of the Property and any Improvements thereon for compliance with this Declaration.

**Section 8.4     Enforcement.**

The Association may impose sanctions for any violation of this Declaration, which may include, without limitation:

- (i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Parcel. A reasonable fine shall be defined as the cost to remedy the violation plus a 10% administrative fee;
- (ii) suspending an Owner's right to vote;

- (iii) suspending any services provided by the Association to an Owner or the Owner's Parcel if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;
- (iv) exercising self-help in a non-emergency situation;
- (v) requiring an Owner, at its own expense, to remove any structure or Improvement on such Owner's Parcel in violation of this Declaration and to restore the Parcel to its previous condition and, upon failure of the Owner to do so, having the right to enter the Property, remove the violation and restore the Property to substantially the same condition as previously existed and any such action shall not be deemed a trespass; and
- (vi) without liability to any person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration and the Standards from continuing or performing any further activities in the Property.

In addition, suits at law or in equity may be brought to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails to properly maintain its Parcel, a notice of violation may be recorded in the applicable municipal records or such maintenance may be performed, and all costs incurred may be assessed against the Parcel and the Owner as a specific assessment. Except in an emergency, the Owner shall be provided 60 days advance notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth herein shall be cumulative of any remedies available at law or in equity. In any action to enforce this Declaration, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorney's fees, and court costs, reasonably incurred in such action.

The decision to pursue enforcement action in any case shall be left to the Association's discretion, except that the Association shall not be arbitrary or capricious in taking enforcement action. Any failure to pursue enforcement action in any particular case shall not be deemed a waiver of the Association's right to pursue enforcement action for any subsequent violation.

#### **Section 8.5 Implied Authority.**

The Association may exercise any right or privilege given to it expressly by this Declaration or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the board of directors without a vote of the membership except where applicable law or this Declaration specifically require a vote of the membership.

**Section 8.6 Indemnification.**

Subject to Georgia law, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including any suit or proceeding, if approved by the then board of directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Georgia law. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be members of the Association).

**ARTICLE IX  
FINANCES**

**Section 9.1 Budgeting for Common Expenses.**

The Association acting through its board of directors shall prepare in advance a budget of the estimated Common Expenses for the coming calendar year which shall be the basis for the levying of assessments against the Parcels in accordance with the membership percentage interest of each respective Owner as set forth in Section 8.2 and Exhibit "C" hereof.

The budget shall automatically become effective unless disapproved at a meeting (i) by members of the Association representing at least 75% of the voting percentage interest of the Association and (ii) by Declarant during the Declarant Control Period.

There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the members as provided for special meetings in the Bylaws. Any such petition must be presented to the Association within 10 days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Association fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The board of directors of the Association may revise the budget and adjust the assessments levied from time to time during the year and otherwise levy special assessments to cover unbudgeted expenses or expenses in excess of those budgeted, subject to the notice

requirements and the right of the members of the Association to disapprove the revised budget as set forth above.

**Section 9.2 Specific Assessments.**

The Association shall have the power to levy specific assessments against a particular Parcel to cover costs incurred in bringing the Parcel into compliance with this Declaration, or costs incurred as a consequence of the conduct of the Owner or occupants of the Parcel, their agents, contractors, employees, licensees, invitees, or guests.

**Section 9.3 Time of Payment of Assessments.**

The obligation to pay assessments shall commence as to each Parcel on the first day of the month following the month in which the Parcel is made subject to this Declaration. The first annual assessment, if any, levied on each Parcel shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Parcel.

Assessments shall be paid in such manner and on such dates as the Association acting through its board of directors may establish. Unless the board of directors of the Association otherwise provides, assessments shall be due and payable in advance on the January 1<sup>st</sup> of each year.

**Section 9.4 Obligation for Assessments.**

Each Owner by acceptance of a deed to its Parcel is deemed to covenant and agree to pay all assessments authorized herein. All assessments, together with interest (computed from its due date at a rate of 15% per annum or such other rate as the Association may establish, subject to the limitations of Georgia law), late charges as determined by resolution of the board of directors of the Association, costs, and attorney's fees, shall be the personal obligation of each Owner and a lien upon each Parcel until paid in full. Upon a transfer of title to a Parcel, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

In such a situation as the Association may have title to a specific Parcel within the park, the association will be responsible for any dues assessed to such Property.

Failure of the Association to fix assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself or herself from liability for assessments by non-use of the Common Area, abandonment of its Parcel, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement

of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or its board of directors to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or Improvements, or from any other action it takes.

Upon written request, the Association shall furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

#### **Section 9.5 Lien for Assessments.**

The Association shall have a lien against each Parcel to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of Georgia law), and costs of collection (including attorney's fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any valid security deed or mortgage made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

The Association may bid for the Parcel at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Parcel. While a Parcel is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Parcel shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Parcel had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

Sale or transfer of any Parcel shall not affect the assessment lien or relieve such Parcel from the lien for any subsequent assessments. However, the sale or transfer of any Parcel pursuant to foreclosure of any valid security deed or mortgage made in good faith and for value shall extinguish the lien as to any installments of such assessments due prior to the foreclosure. However, such unpaid assessments may be deemed by the Association to be Common Expenses collectible from Owners of all Parcels pursuant to this Article, including the foreclosing party, its successors and assigns.

### **ARTICLE X EASEMENTS AND ROADS**

#### **Section 10.1 Easements and Roads.**

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. Accordingly, Declarant hereby reserves for itself and any utility provider perpetual, non-exclusive utility easements which it may deem necessary or desirable for the development of the Property as a whole, provided that no

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such easement shall interfere with any building constructed on any Parcel. To the extent reasonably possible, the aforementioned utility easements shall be located along existing or proposed road rights-of-way or existing utility rights-of-way.

Declarant hereby declares and establishes reciprocal, non-exclusive easements for storm water drainage across the Parcels and Common Areas and the drainage facilities now of hereafter located thereon for the benefit of the Property.

Declarant or the Association may publicly dedicate and convey rights of way within the Property owned by them to the appropriate governmental entity. Owners agree to cooperate in any way reasonably necessary, including but not limited to the execution of appropriate documents, for the purpose of effectuating any such dedication and conveyance.

**ARTICLE XI  
[OMITTED]**

**ARTICLE XII  
GENERAL PROVISIONS**

**Section 12.1 Term.**

This Declaration, as it may be amended, shall remain in effect and shall be enforceable by Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded in the applicable county records. After such time, this Declaration shall be extended automatically for successive periods of 10 years each, unless an instrument signed by a majority of the then Owners has been recorded within the year preceding any extension agreeing to terminate this Declaration, in which case it shall terminate as of the date specified in such instrument. Notwithstanding the foregoing, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Georgia law restricting the period of time that covenants on land may be enforced, such provision shall expire 21 years after the death of the last survivor of the now living descendants. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the easement holder.

**Section 12.2 Amendment.**

This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of members of the Association representing at least 75% of the total membership interest in the Association and with Declarant's consent until termination of the Declarant Control Period. Such amendment shall be recorded in the applicable county records.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant.

**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 or by overnight courier service and shall be directed (1) to the address of the Parcel or Property if improved; or (2) if the Parcel is not improved, to the address set forth in the county tax records for notice.

**Section 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 Declarant, the Association, the Owners, and their respective heirs, successors, personal representatives and assigns.

**Section 12.6 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.

**Section 12.7 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 12.8 Time of the Essence.**

Time is of the essence of this Declaration and its provisions.

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DECLARATION OF PROTECTIVE COVENANTS FOR ROBINS INTERNATIONAL INDUSTRIAL PARK

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first stated above.

DECLARANT:

THE JOINT DEVELOPMENT AUTHORITY OF PEACH COUNTY AND  
THE CITY OF WARNER ROBINS

By: David Cleveland  
David Cleveland, its Chairman

Signed, sealed, and delivered in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public

My Commission Expires:

[NOTARY SEAL]

Jillian H Bowen  
Notary Public  
Houston County, Georgia  
My Commission Expires 12/18/2022



Exhibit "A"  
Property Submitted to Declaration

**PARCEL 1**

All that tract or parcel of land lying, and being in Land Lots 42, 63 and 64 of the 5th District, of Peach County, Georgia, containing 432.187 acres, more or less, and being more particularly described as Parcel I according to a compiled plat for Oliver C. Bateman prepared by Robert L. Story, GRLS No. 1853, dated 12/08/2006, and recorded in Plat Book 25, Page 239, of Peach County, Georgia, which plat is by reference incorporated herein and made a part hereof.

Also conveyed herewith is a one hundred foot wide permanent perpetual and non exclusive ingress and egress easement to be known as "Groves Parkway", and more particular described as running from the existing curb cut along the Southern Right-of-Way boundary of Georgia Highway 247 Connector in Land Lot 62 of the 5th Land District of Peach County, Georgia being shown on that certain Plat of survey prepared for Warner Robins Development Group, LLC on that certain survey by Terry M. Scarborough G.R.L.S. #2223 dated February 7, 2008, and recorded in Plat Book 26, Page 63, of the Clerk's Office Peach Superior Court, Georgia and on Easement Plat for Legacy State Bank by Ronald Galvin Smith G.R.L.S. 2921 dated December 05, 2016, and recorded in Deed Book 557, Page 528, of the Clerk's Office Peach Superior Court, Georgia and extending of even width to the South land lot line of land lot 62 of the 5th Land District of Peach County, Georgia. This easement is further identified as following the approved engineering plans developed by Hulsey McCormick and Wallace, Inc., entitled "Construction Plans for The Groves Parkway", dated March 6, 2007.

This is the same property conveyed from Legacy State Bank to Joint Development Authority of Peach County & The City of Warner Robins by Limited Warranty Deed dated July 13, 2017 and recorded in Deed Book 566, Page 739, Clerk's Office, Peach Superior Court.

**PARCEL 2**

All that tract or parcel of land lying and being in Land Lot 67 of the 5<sup>th</sup> Land District of Peach County, Georgia being more particularly described as follows:

Commencing at the intersection of centerlines of US 41/SR11 and Crestview Church Road and traversing along the centerline of US 41/SR11 to the north for a distance of 761.82' to a point; thence turn 90 degrees to the west for a distance of 48.11' to an iron pin found, which is the point of beginning; thence in a N 0° 55' 32.31" E direction for a distance of 116.75' to an iron pin found;

thence in a N 85° 53' 39.39" E direction for a distance of 37.52' to an iron pin found; thence in a S 18° 13' 8.1" W chord direction for a chord distance of 125.72' (radius of curve = 1467.74') to an iron pin found, which is the point of beginning. The total area of 0.0477 acres or 2076.98 square feet.

This is the same property conveyed from Alma N. Aaron to Joint Development Authority of Peach County & The City of Warner Robins by Warranty Deed dated June 11, 2018, and recorded in Deed Book 583, Page 429, Clerk's Office, Peach Superior Court.

**LESS AND EXCEPT:** That tract of land consisting of 6.99 acres, more or less, and being more particularly described in that Memorandum of Lease dated October 18, 2018, between Joint Development Authority of Peach County and The City of Warner Robins and recorded in Deed Book 590, Page 455, Peach County Deed Records.

**LESS AND EXCEPT:** That tract of land referred to as Tract 2, consisting of 1.00 acre; Tract 3, consisting of 0.95 acre; Tract 4, consisting of 0.93 acre; Tract 5 consisting of 0.80 acre; and Tract 6 consisting of 0.77 acre more particularly described on a plat of survey dated April 23, 2019 and recorded in Plat Book 28, Page 262, Clerk's Office, Peach Superior Court. Said property conveyed to RC Land & Commercial, LLC and Pure Stack, LLC by Limited Warranty Deed recorded in Deed Book 600, Page 411, Peach County Deed Records.

DECLARATION OF PROTECTIVE COVENANTS FOR ROBINS INTERNATIONAL INDUSTRIAL PARK

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Exhibit "B"  
Standards