



LINDALE INDUSTRIAL PARK

COVENANTS

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**Covenants
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**Covenants
Lindale Industrial Park**

**Lindale Economic Development Corporation
Lindale, Smith County, Texas**

The Lindale Economic Development Corporation a Texas non-profit corporation, hereafter referred to as "LEDC" adopts this declaration of Covenants and restrictions on the 20th day of June 2012, to arrange and ensure appropriate use and development of the Lindale Industrial Park.

Article 1
Recitals, Purpose and Application

1.01 Recitals

The park developer, LEDC, owns that certain real property situated in Smith County, Texas, more particularly described on Exhibit A – Lindale Industrial Park attached hereto and incorporation herein by reference for all purposes and hereinafter referred to as the "Park."

1.02 Intent

LEDC desires to create and carry out a uniform plan for the improvement and development of parcels within the Park for the purpose of protecting the value and desirability of the development.

1.03 Application

These Covenants shall apply uniformly to the use, improvement, occupancy and conveyance of the Park. Each contract or deed which may be hereafter executed with regard to the Park or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following Covenants, regardless of whether or not the same are referred to in said contract or deed.

1.04 Governmental Regulations

The Park is subject to ordinances and regulations of the City of Lindale (City) and other governmental units. This document supplements laws and regulations of the City and other governmental units and does not replace them.

Anyone developing property in the Lindale Industrial Park should consult the Zoning and Subdivision Ordinances for complete City of Lindale specifications. If there is any conflict between restrictions set forth in these Covenants and any governmental regulation, the more restrictive provision shall apply.

The procedures for variances from standards established in these Covenants do not apply to standards established by local, state and federal laws and regulations.

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LEDC intends for the development standards established in these Covenants to equal or exceed the standards in the City's land development codes on the date of adoption of the Covenants.

Article 2 Definitions

2.01 In these Covenants:

"Accessory Building" means a Building detached from the Principal Building which: Is subordinate in purpose to the Principal Building or principal use served; is smaller in area than the principal building; Is located on the same lot as the Principal Building or principal use served.

"Alley" means a public service space or roadway which affords a secondary means of access to a Lot and not intended for general traffic circulation.

"Building" means a Structure that has a roof and is used or built to enclose or shelter a person, a chattel, a vehicle, goods, merchandise, equipment, materials, or moveable property of any kind. (See "Accessory Building and Principal building".)

"City" means the City of Lindale, Texas

"Declarant" shall mean and refer to the LEDC, its successors and assigns.

"Front Lot Line" means a Lot Line that divides a Lot from a Street. If the recorded boundary line of a Lot is located in the right of way of a Street then the Front Lot Line is the right of way line of the Street that adjoins the lot.

"Front Yard" means an open space on a Lot running parallel to and abutting a Street, which is not obstructed by a Building or Structure, other than a Structure expressly permitted in a front yard.

"Landscape, Landscaped, or Landscaping" means the finishing and adornment of unpaved Yards. Materials and treatment generally included naturally growing elements such as grass, trees, shrubs or flowers but also includes the use of natural or artificial stone and rocks, brick masonry, fountains, water features or contouring of the earth.

"Lot" means a piece, parcel, tract or plot of land established by Plat or legally exempt from platting, to be owned, used, built upon or developed.

"Lot Coverage" means the percentage of the Lot Area occupied by Buildings on the Lot, determined at ground level.

"Lot Line" means a recorded boundary line or property line that divides a Lot from another Lot or from a Street or Alley. (See "Front Lot Line", "Rear Lot Line", and Width of Lot".)

"Monument Sign" means a Sign connected to the ground that has no clear space for the full width of the sign between the bottom of the sign and the ground.

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“Net Square Feet” means the square feet contained within the boundaries of the Park, less all square feet contained within dedicated rights-of-way for public streets, alleys, permanent set asides or land held but designated as not for sale by LEDC.

“Off Street Loading Area” means an off-street space used for the loading or unloading of vehicles.

“Owner” or “Owners” means the record owner or owners of the fee simple title to a Lot but not a mortgagee unless and until such mortgagee has acquired title to the fee to a Lot pursuant to foreclosure, deed in lieu of foreclosure or other enforcement proceeding.

“Principal Building” means the Building in which a principal use of a lot is conducted.

“Rear Lot Line” means a property line that divides a Lot from another Lot or Alley and does not intersect with a Front Lot Line.

“Rear Yard” means an open space on a Lot running parallel to and abutting a Rear Lot Line, which is not obstructed by a Building or Structure, other than a Structure expressly permitted in a rear yard by the City of Lindale Zoning Ordinance.

“Required Majority of the Owners” means those Owners who own at the applicable time 66 2/3 or more of the Net Square Feet of the Park.

“Setback” means a distance between the Lot Line and the point where a building may be constructed.

“Side Lot Line” means a property line that is not a Front Lot Line or a Rear Lot Line.

“Side Yard” means an open space on a Lot running parallel to and abutting a Side Lot Line, which is not part of a Front Yard or Rear Yard and is not obstructed by a Building or Structure, other than a Structure expressly permitted in a side yard by the City of Lindale Zoning Ordinance.

“Sign” means an outdoor structure, sign, display, light device, figure, painting, drawing, message, plaque, poster, billboard or other thing that is designed, intended or used to advertise or inform.

“Street” means a public highway, boulevard, parkway, street, avenue, road or lane which affords a primary means of access to a Lot, but does not include an Alley or private driveway or easement.

“Structure” means a man-made object that is constructed or erected with a fixed location on the ground or attached to a man-made object having a fixed location on the ground.

“Yard” means an open space between the Principal Building on a Lot and a Lot Line. See “Front Yard”, “Rear Yard” and “Side Yard”.

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“Zoning Code” means the City of Lindale Zoning Ordinance.

Article 3

Approval of Development

3.01 Approval

One set of complete plans and specifications, as required by the City of Lindale, shall be delivered to LEDC at the time they are submitted to the City. The date that complete plans and specifications are received by LEDC starts the “approval period.” No structures or improvements of any kind or nature shall be constructed or erected upon a lot, and no exterior alterations shall be made to any structures or improvements unless, and until complete plans and specifications for the proposed improvements have been approved by the LEDC or its agent appointed for such approvals. The LEDC shall grant approval, or deny with reasons, within 45-days after receipt of complete plans and specifications for the proposed improvements unless otherwise agreed by the parties.

3.02 Adding and Removing Property Owned by LEDC

LEDC reserves, and shall at all times have the right, without the consent or approval of any other person to plat or re-plat the boundaries or dimensions of any lot or other property owned by LEDC and may increase or decrease or change the size, shape, or dimensions of any lot or other property owned by LEDC.

3.03 Restriction of Further Subdivision

No Owner or subsequent purchaser, other than LEDC, of any lot in the Park shall subdivide any lot into 2 or more lots without prior written approval of LEDC.

Article 4

Permitted and Prohibited Uses

4.01 Permitted Uses.

Lots may only be used for the following uses:

- Offices, office-showrooms, office-warehouses;
- Wholesaling, warehousing and distribution;
- Light industrial manufacturing and assembly;
- Research, development and testing laboratories;
- Office, retail and commercial services ancillary to the above uses.
- Uses which are not specifically prohibited by this declaration shall be permitted if a proposed use plan describing such proposed use in detail is submitted to and approved in writing by LEDC.

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4.02 Prohibited uses.

Notwithstanding any provision to the contrary contained herein, no portion of any Lot shall be used for any purpose which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which shall increase the danger to any other lot of fire or explosion damage, or for any purpose which may be or become an annoyance or nuisance, or in violation of any applicable law.

The following uses shall not be permitted on any portion of the Park:

- Storage lot for automobiles, boats or recreational vehicles;
- Self storage units;
- HUD Code Manufactured home dealers;
- Livestock auction barn;
- Sexually oriented business;
- Dumping, disposal, incineration or reduction of garbage, trash, sewage, offal, dead animals or refuse,
- Construction or operation of wastewater treatment plants;
- Commercial excavation of building or construction materials; but not including excavation in connection with the construction of Improvement(s);
- Extraction or refining of petroleum or of its products; and
- Correctional institutions.

4.03 Animals.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or part of any lot.

4.04 Residential Occupancy.

No temporary building, mobile or motor home, travel trailer, truck camper, permanent tent or similar structure shall be placed, constructed, kept or maintained as a temporary or permanent residence on any Lot without prior approval of LEDC.

Article 5 Architectural Standards

5.01 General Standards

The objective of standards for buildings and materials is to obtain quality and consistency in architectural design, which will protect and enhance values in the industrial park and ensure a continuity of style and quality of appearance while encouraging variety and individual character.

Building designs will incorporate a richness of texture, shape and materials. This may be accomplished through articulated entrances, variegated roof lines, and ordered variety of window shapes and sizes, and vertically and horizontally varied building masses.

Entries shall be clearly articulated. The use of overhangs, covered entries, porticos and courtyard entries is encouraged in order to create interest, provide weather shelter and foster a

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pedestrian scale.

The overall color scheme for each building shall be submitted to the LEDC for review and approval. Light colors are recommended to reduce utility costs and emphasize the glazing, entrance and landscape elements. Painted trim and other colors shall coordinate with the general color scheme of the development. An earth tone palette that reflects the earth natural tones in Northeast Texas is recommended.

Materials selected are to be durable, attractive and compatible. Avoid materials and features that change or degrade greatly over time. The requirement for ongoing maintenance is also a major concern. Where possible, color shall be integral to the materials; not painted or applied.

5:02 LEED Construction Standard

It is also a desire of LEDC that the park be environmentally friendly. Buildings and facilities over 5,000 sq ft shall be constructed with LEED construction standards to the greatest extent practical and reasonable. LEDC may provide economic incentives for buildings constructed to meet higher LEED Certification.

Article 6 Site Design

6.01 Set Backs

Front Yard.	A Front Yard shall be a minimum of fifty (50) feet. If the Lot abuts two Streets then the required Front Yard shall be provided on both Streets.
Side Yard.	Side Yard shall be a minimum of fifteen (15) feet.
Rear Yard.	Rear Yard shall be a minimum of fifteen (15) feet.
Area of the Lot.	The minimum area of the Lot shall be two (2) acres.
Width of the Lot.	There is no minimum width of the Lot.
Depth of the Lot.	There is no minimum depth of the Lot.
Lot Coverage.	The maximum impervious coverage of a Lot (buildings and all paved areas) shall be 70%.
Parking Lot setback.	The minimum distance from a Front Lot Line to the Parking Lot shall be thirty five (35) feet.

6.02 Accessory Buildings

An Accessory Building shall be located in a Rear Yard and shall be a minimum of fifteen (15) feet excluding any overhang, from a Side Lot Line or Rear Lot Line.

6.03 Exterior Walls

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Permitted finished wall surfaces shall be limited to architecturally finished concrete tilt-wall, pre-finished metal panels, architecturally finished precast concrete, limestone, brick or glazed brick masonry, concrete masonry units, or glazing systems.

6.04 Open Storage Areas

No article, goods, materials, incinerators, storage tanks or like equipment may be stored in the open or exposed to public view or view from adjacent buildings. If it shall become necessary to store or keep articles, goods, materials, incinerators, storage tanks or like equipment in the open, then such storage may be permitted with prior written approval of LEDC, provided that the area used shall be enclosed with a screening fence and/or landscaping treatment of a design and materials approved in writing by LEDC. Any open storage must be located on the rear two-thirds of a Lot. In no event shall any article, goods, materials, storage tanks or like equipment be stored within 50 feet of any street.

6.05 Fencing

Wooden picket fences are not allowed.

6.06 Retaining Walls

Retaining walls may not be constructed of railroad ties or "Wolmanized" or other treated lumber. Wood composite materials may only be used if approved in writing by LEDC. Complete product information and samples of proposed wood composite materials shall be provided to LEDC for review.

6.07 On Site Detention

The public storm sewer system in Lindale Industrial Park is designed to accommodate (a) the post-developed 100-year runoff within the street rights-of-way, plus (b) the pre-developed 100-year runoff from all lots in the Park. The developer of any lot within Lindale Industrial Park shall, therefore, provide for on-site attenuation (detention) of all runoff, regardless of storm frequency, in excess of pre-developed amounts. The allowable post-developed release, via overland flow into public streets and/or inlets, from any private site development shall be equal to the pre-developed rate for each storm frequency.

6.08 General Parking Guidelines

Parking shall not be permitted on any Street or any place other than the designated, permanently paved parking areas, and each Owner and lessee will be responsible for compliance by their respective employees or visitors.

6.09 Driveways

All locations where a driveway intersects with a City street must be approved in writing by the LEDC.

6.10 Paving of Off Street Loading Area.

The Off Street Loading Area and access driveway for truck traffic shall be paved with concrete to specifications in accordance with the City's Subdivision Ordinance. Asphalt paving is not allowed in off-street truck loading areas or access driveways for truck traffic.

Article 7
Site Lighting

7.01 Site Lighting

The intent of these lighting standards is to provide safe, attractive and economical access around the site. All lamps shall be high-pressure sodium, low pressure sodium, mercury vapor or LED only.

7.02 Pedestrian Walkways

Pedestrian walks may be lit with bollard lights in the landscape or with down lights on poles of metallic or fiberglass material.

7.03 Parking and Driveways

Parking areas and driveways may be lit with up lights in the landscape, or with down lights on poles, fences, walls or in building soffits. Light poles shall be of metallic or fiberglass material. Lights on poles shall have a total cutoff above 90 degrees to minimize light pollution.

7.04 Service Yards and Off Street Loading Areas

All service yards for truck or work activity including loading, unloading, turnarounds and maintenance shall be lit with down lights on poles and/or in building soffits, on walls or on fences. Light poles shall be of metallic or fiberglass material. Lights on poles shall have a total cutoff above 90 degrees to minimize light pollution.

Article 8
Signs

8.01 Signs

Except as restricted herein, the City of Lindale Sign Ordinance as amended shall be the standard for Lindale Industrial Park.

Approval of Signage Design and Location - All sign designs and locations shall be submitted to LEDC on plans drawn to scale and shall be approved in writing prior to construction.

Five types of signs are approved for use within the park: (A) Directional Signs, (B) Monument Signs, (C) Attached signs, (D) Temporary Signs, and (E) Pole Signs.

8.02 Directional Signs (A)

Directional signs on privately owned parcels shall consist of a post and panel system limited in size to twelve (12) square feet per sign, and a maximum height of 6 feet (6') above site grade. Not more than one directional sign may be provided at each access drive.

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8.03 Monument Signs (B)

All non-attached corporate identity signs within the Park shall be Monument Signs in accordance with the Sign Ordinance. (Except section 7.06)

8.04 Attached Sign (C) (See Sign Ordinance.)

8.05 Temporary Signs (D) (See Sign Ordinance.)

8.06 Pole Signs (E)

Pole signs are allowed along the Interstate 20 frontage only.

8.07 Prohibited Signs

The following signs are prohibited: Awning Signs, Gasoline Canopy Signs, Sandwich Board Signs or any sign that utilizes a flashing, blinking, intermittent, or moving light as a source of illumination. See also Prohibited Signs in the City Sign Ordinance.

Article 9 Utilities

9.01 Underground Utilities

Except for special street lighting or other aerial facilities which may be required by any Governmental Authority, or which may be installed by LEDC pursuant to LEDC's development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed by a utility company, any Owner, or Occupant, or any other party. All utility service facilities (including, but not limited to, water, sewer, gas, electricity, telephone and cable TV) shall be buried underground unless otherwise approved in writing by LEDC or unless otherwise required by any Governmental Authority or by the applicable utility company.

Article 10 Property Maintenance

10.01 Responsibility

Owners and occupants (including lessees) of any parcel of land in the Park shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Park so owned or occupied, including buildings, improvements, grounds or drainage easements or other rights-of-way incident thereto, in a well-maintained, safe, secure, clean and attractive condition at all times.

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10.02 Duties

Property maintenance includes, but is not limited to, the following duties:

- Buildings shall at all times be kept in good condition and repair and adequately painted or otherwise finished.
- Prompt removal of all litter, trash, refuse and wastes.
- Lawn mowing on a regular basis.
- Tree and shrub pruning.
- Watering by means of an irrigation lawn sprinkler system or hand watering as needed.
- Installing adequate exterior lighting and maintaining mechanical facilities in working order.
- Keeping lawn and garden areas in good condition, and any adjoining drainage ditches free of weeds and refuse.
- Removing and replacing any dead plant material.
- Keeping vacant land well maintained for a depth of at least 35 feet from a street and right-of-way, and the entire site free of trash and tall weeds.
- Keeping parking areas, driveways and roads in good repair.
- Complying with all governmental health and police requirements.
- Striping of parking areas and repairing of paved improvements and enclosures including fencing and gates.
- Repair of exterior damage to improvements.

Article 11 Enforcement

- 11.01** The LEDC, or any Owner of property within Lindale Industrial Park, shall have the right to enforce by any proceedings at law or in equity any and all of the Covenants contained in this declaration. A Failure to enforce shall not be deemed a waiver of any right to enforce in the future.

Article 12 Duration and Amendments

12.01 Term

The initial term of these Covenants ends on May 31, 2022 and automatically renews for 5-year terms unless terminated in accordance with this declaration.

12:02 Approving Agent

LEDC is the designated Approving Agent for these covenants.

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12.03 Tenure of Approving Agent

On the date when LEDC has sold Lots which constitute 66 2/3 percent of the Net Square Feet to parties which are not affiliated with LEDC, or at any time thereafter, LEDC may, at LEDC's sole option, relinquish LEDC's obligations and responsibilities as Approving Agent by giving written notice thereof to the Owners (the "Relinquishment Notice"). Within 90 days after the date of the Relinquishment Notice, the Owners shall by vote of the Required Majority of the Owners designate another party to serve as Approving Agent. LEDC agrees to continue serving as Approving Agent until the earlier of:

- (a) Date that another party is designated by vote of the Required Majority of the Owners to serve as Approving Agent; or
- (b) 90 days after the date of the Relinquishment Notice.

In any event, LEDC shall no longer be responsible for performing the duties and obligations of Approving Agent hereunder on or after the 91st day from the Relinquishment Notice.

12:04 Variances

Upon submission of a written request for variances, LEDC may, from time to time, in LEDC's sole discretion, permit a Owner to construct, erect, or install Improvements which are in variance with the covenants, conditions and restrictions or architectural standards which are contained in this Declaration or which were developed subsequent and pursuant to this Declaration. Written requests for variances shall set forth in narrative detail the particular standard from which a variance is sought. LEDC shall have the right to require additional information, supporting data and/or plans and specifications in the form and substance satisfactory to LEDC as a condition to LEDC's consideration of any request for a variance. LEDC shall not be liable to any Owner for any claims, causes of action or damages arising out of the granting or denial of any requested variance. By acceptance of any deed to any Parcel, the Owners expressly waive any such claims, demands, or causes of action arising from the granting or denial of any requested variance. Each request for a variance shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of LEDC's right to strictly enforce the covenants, conditions and restrictions and architectural standards contained herein against any other Owner.

12.05 Amendments

This Declaration may be amended, with the written consent of the owners of 66 2/3 of the Net Square Feet of the Park, however, so long as LEDC owns any portion of the Net Square Feet of the Park, no such, modification, or amendment shall be effective without the approval of Declarant. Any modification must apply to all property within the Park. Any and all such amendments shall be effective upon the recording in the Deed Records of Smith County, Texas of an instrument setting forth the applicable amendment executed and acknowledged by LEDC.

12.06 Termination

At any time after LEDC has conveyed all of LEDC's interest in the Net Square Feet of the Park to parties, which are not affiliated with LEDC, this Declaration may be terminated by instrument of termination executed and acknowledged by the Required Majority of the Owners recorded in the Deed Records of Smith County, Texas.

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Declarant:

Lindale Economic Development Corp.

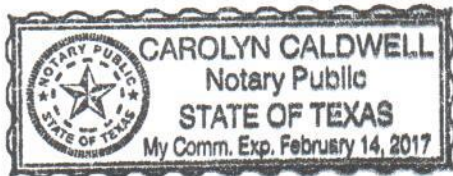
By: John W. Clary
John W. Clary, President

LEDC Board Approval Date: June 20, 2012

State of Texas
County of Smith

This instrument was acknowledged before me on April 4, 2013 by John Clary, President of the Lindale Economic Development Corp., a Texas non-profit corporation, on behalf of said corporation.

Carolyn Caldwell
Notary Public

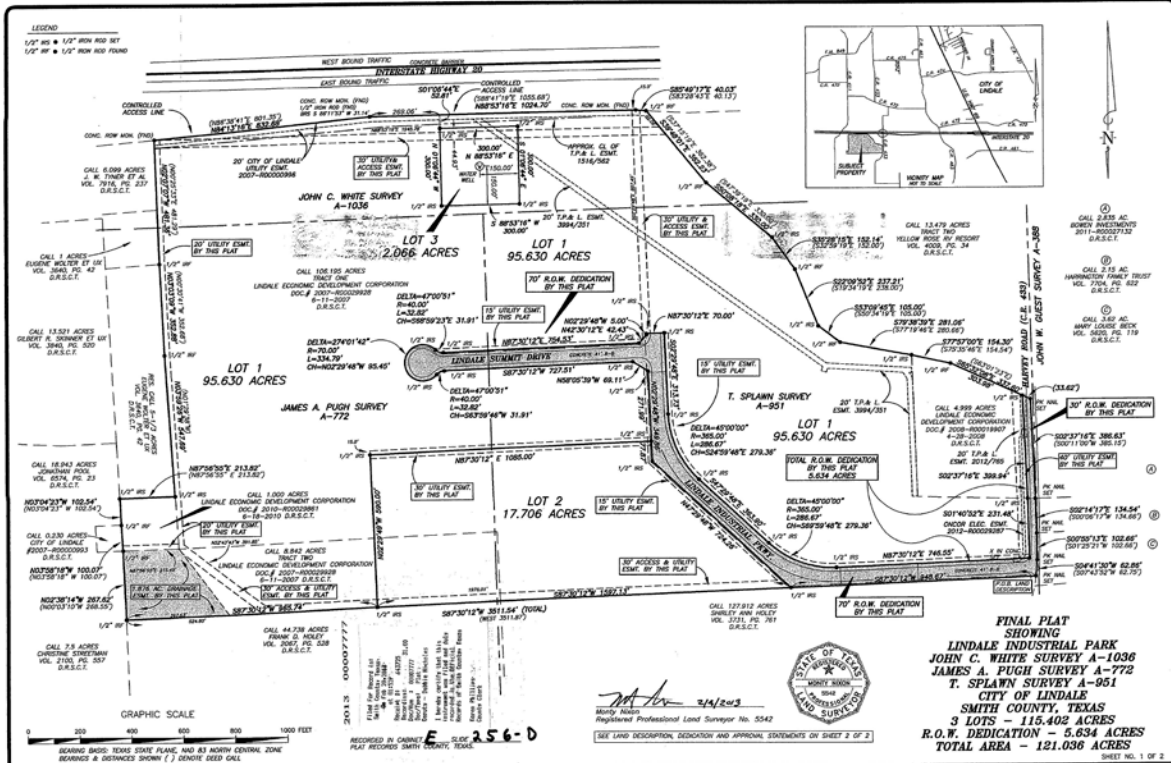


Filing information:

After Recording Return To:
Lindale Economic Development Corporation
P.O. Box 127
Lindale, TX 75771

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Exhibit A – Lindale Industrial Park (Plat as amended, initial plat filed 2013-02-20)



REVISION	DATE	BY

FINAL PLAT
LINDALE INDUSTRIAL PARK
CITY OF LINDALE
SMITH COUNTY, TEXAS

Summit Surveying, Inc.
Land Boundary • Topography • GPS • Geodetic
2040 Deerbrook Drive, Tyler, Texas 75703 • (903)-561-9544

PROJECT NO.