

## **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTH BUSINESS PARK**

This Declaration of covenants, Conditions and Restrictions for the North Business Park is made this 24<sup>th</sup> day of June 2009, by The Longview Economic Development Corporation (hereinafter called LEDCO), a Texas non-profit corporation.

### **RECITALS**

The park developer, LEDCO, owns that certain real property situated in Gregg County, Texas, more particularly described on Exhibit A attached hereto and incorporation herein by reference for all purposes and hereinafter referred to as "the Property", and LEDCO desires that such property, and any additional land hereinafter acquired or otherwise added to the Property, be held, sold, transferred, conveyed and occupied subject to the covenants, conditions and restrictions contained herein which are created for the purpose of enhancing and protecting the value, quality, desirability and attractiveness of such property. The Property thus developed shall be known as the North Business Park.

### **ARTICLE I DEFINITIONS**

1.01 The following word when used herein shall have the following meanings:

- (a.) "Declaration" - this Declaration of Covenants, Conditions and Restrictions for North Business Park Subdivision, as amended from time to time by the appropriate Governmental Authority to clarify or to further the intent and purpose of this Declaration as deemed necessary or desirable by LEDCO in LEDCO's sole discretion.
- (b.) "Declarant" - LEDCO and its successors.
- (c.) "Approving Agent" - LEDCO, its successors or designees.
- (d.) "Property" - the real property described on attached Exhibit A.
- (e.) "Parcel" or "Parcels" - any tract or tracts of land within the Property.
- (f.) "Owner" or "Owners" - the record owner or owners of the fee simple title to a Parcel but not a mortgagee unless and until such mortgagee has acquired title to the fee to a Parcel pursuant to foreclosure, deed in lieu of foreclosure or other enforcement proceeding.
- (g.) "Occupant" or "Occupants" - any party or parties legally entitled to occupy and use any portion of a Parcel or Improvement.
- (h.) "Improvement" or "Improvements" - all structures or other improvements to a Parcel of any kind not limited to, buildings, utility installations, storage, loading and parking facilities, fences, walls, poles, walkways, driveways, landscaping, ponds, lakes, signs, site lighting, site grading, drainage systems and earth movement and any exterior additions, changes or alterations thereto.
- (i.) "Landscaping Plan" - a plan for landscaping a Parcel prepared by a licensed professional Architect or landscape architect approved in writing by LEDCO.
- (j.) "Landscaping Work" - the installation of all plantings and improvements contained in a Landscaping Plan.
- (k.) "Landscaping Maintenance" - the repair, maintenance and replacement of all Landscaping Work necessary from time to time to maintain Landscaping Work in good condition.
- (l.) "Design Development Plan" - plans and specifications which include:
  - (i.) A site plan showing the location, dimensions and orientation to Parcel boundary lines and the setback lines of all proposed Improvements, means of ingress and egress and driveway and traffic patterns;
  - (ii.) Elevation designs of and description of the height and size of each building and structure;
  - (iii.) A general description of the exterior materials to be used for all

- Improvements;
- (iv.) The number, type, and location of parking spaces;
  - (v.) A general description of the type, number size and location of all exterior signs;
  - (vi.) A Grading and Drainage Plan; and
  - (vii.) A schedule showing all proposed uses by square footage and compliance with the parking requirements contained in Section 4.07.
- (m.) "Exterior Plan" - drawings and details of all exterior surfaces showing elevations and the color, quality, type and location of exterior construction materials.
  - (n.) "Lighting Plan" - plans and specifications showing the type, style, size, candle power and location of all outdoor lighting fixtures.
  - (o.) "Signage Plan" - plans and specifications showing the type, style, size, color, graphics, construction materials, manner of illumination and location of all exterior signs and signage.
  - (p.) "Grading and Drainage Plan" - plans and specifications showing in detail all grading and drainage of a Parcel.
  - (q.) "Plans" - the Landscaping Plan, the Design Development Plan, the Exterior Plan, the Lighting Plan, the Signage Plan, the Grading and Drainage Plan and all other plans, specifications and information requested by LEDCO to enable LEDCO to determine the location, scale, design, character, style and appearance of any proposed Improvement or Improvements.
  - (r.) "Net Square Feet" - the square feet contained within the boundaries of the Property less all square feet contained within dedicated rights-of-way for public streets and alleys.
  - (s.) "Required Majority of the Owners" - those Owners who own at the applicable time 80% of the Net Square Feet of the Property.
  - (t.) "Applicable Law" - all governmental laws, ordinances, codes, rules and regulations applicable to the development, use or occupancy of any Parcel or Improvements.
  - (u.) "Governmental Authority" - any federal, state, county, municipal or other governmental authority having jurisdiction over any aspect of the development, use or occupancy of any Parcel or Improvements.
  - (v.) "Building" - a structure built for the support, shelter, and enclosure of persons, chattels or movable property of any kind.
  - (w.) "Accessory Building" - any building which has a use subordinate to and incidental to the primary use of the main building(s) or to the primary use of the premises.

## **ARTICLE II**

### **GENERAL PROVISIONS**

- 2.01 Establishment of Covenants, Conditions, and Restrictions. LEDCO does hereby declare that the Property shall be held, sold, transferred, conveyed and occupied subject to the covenants, conditions and restrictions contained herein, which shall be binding on all parties having or acquiring any right, title or interest in or to any portion of the Property and which shall inure to the benefit of each Owner.
- 2.02 Purpose of Covenants, Conditions, and Restrictions. The purpose of the covenants, conditions, and restrictions contained herein is to promote the industrial development of the community by providing a facility compatible for industrial uses that will:
  - (i.) Protect LEDCO and each owner through the proper development and use of the Property;
  - (ii.) Cause the erection on the Property of Improvements, which is constructed, of suitable materials,
  - (iii.) Insure compatibility of design of Improvements within the Property;
  - (iv.) Secure and maintain sufficient setbacks and space between buildings to create an aesthetically pleasing environment;
  - (v.) Provide for proper landscaping and for the maintenance thereof; and
  - (vii.) In general, encourage construction of attractive, high-quality, permanent

Improvements that will promote the general welfare of all Owners and Occupants.

- 2.03 Adoption of Municipal Regulations. This Declaration hereby adopts as a minimum all Zoning Ordinances and Subdivision Ordinance use and improvement restrictions of the City of Longview, Texas to be applied as if the Property were fully annexed and Zoned C-2 Heavy Commercial. In case of conflict between this Declaration and said Ordinances as presently written or Modified in the future, this Declaration shall take precedence over all Ordinances, regulations and standards, except as may otherwise be required by law.

### **ARTICLE III** **REGULATION OF USES**

- 3.01 Permitted Uses. Parcels may be used only for the following: offices, office-showrooms, office-warehouses, assembling, processing, light manufacturing, wholesaling, research and development, servicing and distribution, distribution centers, and other commercial uses compatible with the foregoing uses, including hotels and gasoline service stations. Uses which are neither, specifically prohibited nor specifically authorized by this Declaration may be permitted as to certain parcels in a specific case if a proposed use plan describing such proposed use in details submitted to and approved in writing by LEDCO.
- 3.02 Prohibited Uses. Notwithstanding any provision to the contrary contained herein, no portion of any Parcel 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 Parcel of fire or explosion damage, or for any purpose which may be or become any annoyance or nuisance, or in violation of any Applicable Law. Specifically, but not in limitation of the preceding, the following uses shall not be permitted on any portion or Parcel:
- (i.) Dumping, disposal, incineration or reduction of garbage, trash sewage, offal, dead animals or refuse, or the construction or operation of water or sewage treatment plants, or electrical substations;
  - (ii.) Junk yards and recycling facilities;
  - (iii.) Commercial excavation of building or construction materials (but not including excavation in connection with the construction of Improvement(s);
  - (iv.) Extraction or refining of petroleum or of its products;
  - (v.) Distillation of bones;
  - (vi.) Smelting of iron, tin, zinc or other ores;
  - (vii.) Fat rendering;
  - (viii.) Stockyard or slaughter of animals;
  - (ix.) Cemeteries;
  - (x.) Labor camps and migrant worker camps; and
  - (xi.) Jails or honor farms.

### **ARTICLE IV** **REGULATION OF IMPROVEMENTS**

- 4.01 General. No Improvement shall be constructed, erected, placed, altered, maintained or permitted on any Parcel unless it complies with the provisions of the; Article IV and is approved by Approving Agent in the manner provided in Article V.
- 4.02 Building Standards.
- (a.) Materials and Finishes - All elevations of any Improvement shall be composed of high quality brick, stone, masonry, concrete (including pre-cast concrete or tilt slab construction) or custom architectural metal panel systems or a combination of these materials. Buildings with metal panels shall have factory applied paint (Kynar 500 or equal) or special coatings. Metal roof and wall panels shall be no less than 24 gauge

material. No other materials, including corrugated steel or aluminum, asbestos, or other untreated metal may be used on the exterior of any improvements without the prior written approval of LEDCO.

(b.) Architectural Design Considerations - Plain pre-engineered metal buildings without architectural enhancement are not permitted. Quonset huts are not permitted anywhere within the development.

On metal clad buildings, using architectural panels with concealed fasteners shall reduce the visual prominence of fasteners. Wall colors shall be used that are compatible with other buildings in the development. Exterior and interior walls shall be protected from aggressive manufacturing, vehicles, corrosion, and other abusive conditions by use of bollards, wainscoting, or landscaping. Unless they are used as a legitimate architectural detail, downspouts should match the wall color or be concealed within walls. Metal roof systems shall be concealed fastener, standing seam design. Roof colors shall be coordinated with those on surrounding facades. Roof panels without color or which are painted white should be avoided. Galvalume, Zinalume, Al-Zn or white painted panels may be used if these light colored surfaces do not have an objectionable effect when viewed from public streets or surrounding areas or if the roof is screened from view by the use of parapet walls.

The architectural design of new buildings and major exterior additions should relate to neighboring buildings. While specific designs need not be duplicated, the general size, bulk materials, and colors should have complimentary design relationship to other buildings in the vicinity. The size of windows and doors should be related to the scale of the wall in which they appear. Monotonous repetition should be avoided where possible in the location, size, and shape of windows and small doors. Utility doors, fire doors, loading docks, and other potentially unsightly elements should be designed to blend with the building's architecture.

Main entryways should be clearly defined and smoothly integrated with building and landscaping. Design them as focal points and pleasant invitations to visitors. Canopies, roof overhangs, recessed areas, and frame line extensions can achieve pleasing effects.

4.03 Roof top Equipment. All fans, vents, cooling towers, skylights, and any equipment located on the roof of any Improvement shall be located in a manner to minimize their distraction from the architectural attractiveness of the Improvement.

4.04 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 LEDCO pursuant to LEDCO'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 on the Property 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 LEDCO or unless otherwise required by any Governmental Authority or by the applicable utility company. To the extent reasonably practicable, all utility meters, equipment, air conditioning compressors, air conditioning and heating units, and similar items must be visually screened and located in areas not visible from other portions of the Property or Improvements.

4.05 Setback Lines. Front: Buildings shall be setback a minimum of 50 feet from the street right-of-way line.

Side: A minimum setback of 50 feet shall be required from side property lines except that a side setback shall be required such that buildings in adjacent properties shall be no closer than 60 feet, with such area being permanently unobstructed for fire access purposes.

Rear: A minimum setback of 20 feet shall be required from rear property lines except for rail access purposes and except that a rear setback shall be required such that buildings on adjacent properties shall be no closer than 50 feet, with such area being permanently unobstructed for fire access purposes.

Notwithstanding the foregoing if not prohibited by Applicable Law, the following Improvements may be located in the building setback areas:

- (i.) Underground improvements;
- (ii.) Steps, sidewalks, driveways and curbs;
- (ii.) Plants, fences, hedges, landscaping and required screening;
- (iv.) Parking facilities provided that such facilities comply with the requirements set forth in Section 4.07.

4.06 Building Density. No building foundation or footprint shall cover more than 50 percent of the area contained within the Parcel on which such building is situated without the prior written approval of LEDCO.

4.07 Parking. The Owner of each Parcel shall provide the number of off-street parking spaces required by any governmental Authority in connection with the Improvements situated on such Parcel, but, unless LEDCO issues written approval for a lesser amount of parking, the parking spaces provided shall not be less than the following:

- (i.) One space for each 1,000 square feet of gross floor area contained within Improvement utilized for warehouse or distribution uses;
- (ii.) One space for each 500 square feet of gross floor area contained within Improvements utilized for production or manufacturing;
- (iii.) One space for each 300 square feet of gross floor area contained within Improvement utilized for office uses; and
- (iv.) The number of spaces per gross floor area established from time to time by LEDCO for uses other than those enumerated in clauses (i), (ii), and (iii). No parking shall be permitted in any street, alley, or other right-of-way. All parking facilities shall be constructed of concrete or asphalt and shall include curbs and gutters at driveways and as required to control site runoff.

Unless prohibited by Applicable Law, parking facilities may be situated in front of Improvements and within building setback areas provided that:

- (i.) No parking shall be allowed within 15 feet of the right-of-way line of any street, and
- (ii.) Any parking facility located within applicable building set back areas shall be screened from view from streets by at least a 3 foot high undulating landscaped earthen berm (not a straight and uniform berm that would create the same affect as a levee) which shall be included in the Landscaping Plan for the applicable Parcel. Parking of fleet vehicles shall be limited to the rear portion of each Parcel and shall be screened if required by LEDCO.

4.08 Loading and Maneuvering. Adequate area shall be required on the Property for all loading and maneuvering of trucks and other vehicles such that such operations will not be carried out in the streets and such areas shall be located and screened as described following:

Loading doors may face a street provided that the building is setback a minimum of 80 feet from the street right-of-way and provided that screening is constructed. Additionally, loading doors may be located on the sides of buildings no closer than 65 feet from the building setback line provided that screening is constructed in conformity with Section

4.09 Screening. Any allowed outside storage shall be screened from all sides fronting on a street. All loading areas requiring screening shall be screened on all sides fronting on a street. Screening shall at a minimum consist of a solid opaque man-made face fence or wall a minimum of 6 feet and a maximum of 8 feet in height, and shall be architecturally consistent with the adjoining structure. Gates, if provided to

drives, need not be solid or opaque. The type and location of screening shall be shown on the site plan, and such screening shall be located no closer than 15 feet to a street right-of-way line.

4.10 Landscaping. Areas of a Parcel not otherwise improved shall be landscaped in accordance with a Landscaping Plan. The Landscaping Plan shall include and provide for:

- (i.) Drawings and specifications with respect to lawns, shrubs, decorative plantings and trees and the size and location thereof;
- (ii.) An underground sprinkling irrigation system;
- (iii.) Screening of all storage, loading and unloading areas;
- (iv.) Landscaping or other appropriate screening dividing incompatible land uses;
- (v.) Lighting of buildings and motor vehicular parking areas and all other areas where lighting is to be used; and
- (vi.) All other matters required for inclusion in the Landscaping Plan by LEDCO.

All Landscaping Plan(s) generally shall provide:

- (i.) Landscaping of a minimum of 5 percent of the total Parcel area;
- (ii.) Landscaping of the entire area (which shall not be less than 15 feet in width) between parking areas and/or buildings and back of the street curb line on street frontage, which shall include at least one tree of not less than four-inch caliper for each 50 feet of street frontage placed at irregular intervals along such street frontage and with the remainder of such area being covered with suitable lawn grasses, ground covers, ornamental plantings, or other landscaping treatment approved by LEDCO;
- (iii.) Undulating landscaped earthen berms (not a straight and uniform berm that would create the same affect as a levee) or solid living landscape screens screening all loading and dock areas from view from streets or other rights-of-way;
- (iv.) Undulating landscaped earthen berms or solid living landscape screens of at least 2 feet in height screening any parking facility located within applicable building setback areas from streets; and
- (v.) The preservation of existing trees to the extent reasonably practicable. All Landscaping Work shall be completed with 30 days after the date of substantial completion of the first building located on a Parcel unless otherwise approved by LEDCO. Each owner shall be responsible for the performance of such Owner's Landscaping Maintenance.

4.11 Signs.

(a.) All signs shall be of a size and nature to preserve the quality and atmosphere of North Business Park and, unless otherwise approved in writing by LEDCO, all signs may not:

- (i.) Be installed to project above the roof line of a building or be located in front of building setback line;
- (ii.) Be of unusual size or shape when compared to the Improvements situated on the Parcel on which such sign is located;
- (iii.) Be located in or painted on any window, and;
- (iv.) Contain or utilize a flashing, blinking, intermittent, or moving light as source of illumination. No billboards or advertising signs shall be allowed. All signs should be affixed at ground level or on the face of the building. Only two signs identifying the user, nature of the business, and products shall be permitted for each site, and these shall be of a design and material consistent with the building itself. The only other allowed signs would be of a direction nature or temporary signs indicating "for sale" or "for rent." All signs, either temporary or permanent, whether free standing or affixed to any structure, must be approved in writing by LEDCO prior to installation.

(b.) LEDCO may approve a building standard sign program in writing. If LEDCO approves a building standard sign program in writing, signs installed in strict conformance with the requirements of such approved program will not be required to have separate approval but

any sign, which deviates from such approved program, may not be installed until approved in writing by LEDCO.

(c.) Temporary signs shall be permitted during construction and when a Parcel is offered for sale or lease provided that the written approval of LEDCO first is obtained.

4.12 Accessory Building, Open Storage, and Screening of Objects.

(a.) No accessory building shall be constructed unless approved in writing by LEDCO;

(b.) 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 materials or equipment in the open, then such storage may be permitted with the prior written approval of LEDCO, 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 LEDCO. Any open storage must be located on the rear two-thirds of a Parcel. In no event shall any article, goods, materials, storage tanks or like equipment be stored within 50 feet of any street.

(c.) All water towers, trash bins, HVAC units, processing equipment, stand fans, skylights, cooling towers, communication towers, vents, security fences and any other structures or equipment shall be architecturally compatible with other Improvements and/or effectively shielded from view from any public or private dedicated street by an architecturally sound method. The construction of said structure or equipment, as well as any necessary screening, must be approved in writing by LEDCO before said structure or equipment is constructed or erected.

4.13 Excavations and Storage or Burning of Rubbish. No excavations shall be made and no sand, gravel, or soil shall be removed from the Property except in connection with Plans approved by LEDCO as provided in Article V. No storage or burning of rubbish or trash shall be permitted at any time.

4.14 Grading and Drainage. A Parcel shall be graded and drained in accordance with a Grading and Drainage Plan approved in writing by LEDCO. The Plan must provide for positive drainage of the applicable Parcel without detrimental effects on adjacent Parcels. It must respect all drainage area divides established by LEDCO, without the utilization of any open drainage ditches and with all site grading resulting in drainage toward a street or to an on-site closed conduit storm sewer system.

All structures will be equipped with roof drains, interior downspouts, and/or other drainage conveyances. All such roof drains; interior downspouts, and other drainage conveyances shall be at a location and of a material acceptable to LEDCO. All exterior downspouts shall be prohibited unless made of a significant element of the building's design. Conveyance of water from downspout shall be via underground storm sewers or via concrete flumes or paving. No downspout water will be permitted to be deposited directly onto landscaped areas or into other ditches. All surface drainage, including roof drainage of buildings, shall be designed to conform to the overall drainage of the Parcel. Minimum pavement slope shall be one percent. A Detail Plan for grading and drainage, signed by a registered professional engineer, shall be submitted to LEDCO.

4.15 Subdivision of Parcels. No Parcel of record within the Park may be further subdivided for sale, transfer, or use without prior written permission of LEDCO. Such permission will not be a guarantee that other Owners of record of any portion of the Property will agree to or permit the subdivision under the provisions of State law regarding County and Municipal subdivision regulations.

**ARTICLE V**  
**MANNER OF CONTROL OF IMPROVEMENTS**

5.01 Control of Improvements. No Improvement shall be constructed, erected, placed, altered, maintained, or permitted without the prior written approval of LEDCO.

5.02 Submissions to LEDCO. To secure the approval of LEDCO, an owner shall deliver to LEDCO in

form and substance satisfactory to LEDCO the Plans for the proposed Improvements. The Plans shall conform to the provisions of this Declaration and Applicable Law.

5.03 Approval of Plans. LEDCO shall review and either approve or disapprove all or parts of the Plans submitted to LEDCO. LEDCO will complete its review and either approve or disapprove all or parts of the Plans within 30 calendar days from the day the Plans are submitted to LEDCO. However, if, after receiving the Plans for review, LEDCO determines that the size or complexity of the Plans will require additional time beyond the normal 30 calendar days, a specified additional number of days permitted for review by LEDCO may be established by written notification posted from LEDCO to the Owner within 5 working days from the day the Plans are submitted. If LEDCO fails to act within either the normal 30 calendar day period, or the extended period specified in writing with 5 working days from the day of submittal of Plans, the Plans are deemed to have been approved as submitted. If submitted Plans are not approved by LEDCO, an Owner may revise the disapproved plans to incorporate changes required by LEDCO and deliver complete sets of properly revised Plan to LEDCO for approval. No Improvement shall be constructed, erected, placed, altered, maintained, or permitted until the Plans therefore have been finally approved in writing by LEDCO.

5.04 Changes in Approved Plan. An Owner shall secure the written approval of LEDCO to any material change or revision in approved plans.

5.05 Variances. Upon submission of a written request for variances, LEDCO may, from time to time, in LEDCO's sole discretion, permit an 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. LEDCO shall have the right to require additional information, supporting data and/or plans and specifications in the form and substance satisfactory to LEDCO as a condition to LEDCO's consideration of any request for a variance. LEDCO 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 LEDCO's right to strictly enforce the covenants, conditions and restrictions and architectural standards contained herein against any other Owner.

5.06 Appointment and Designation. LEDCO may from time to time delegate any of LEDCO's rights or responsibilities hereunder to other parties who shall have full authority to act on behalf of LEDCO in all matters delegated.

5.07 No liability for Defects or Omissions. LEDCO has no liability or obligation whatsoever in connection with any Plans and no responsibility for the adequacy thereof or for the construction of any Improvements contemplated by any Plans. LEDCO has no duty to inspect any Improvements, and if LEDCO should inspect any Improvements, LEDCO shall have no liability or obligation to any party arising out of such inspection. LEDCO expressly shall have no liability or responsibility for defects in or omissions from any Plans or for defects in or omissions from the construction of any Improvements.

## **ARTICLE VI**

### **MISCELLANEOUS PROVISIONS**

6.01 Owner's Maintenance. Each Owner shall at all times be obligated ("Owner's Maintenance Obligation") to maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed all Improvements on such Owner's Parcel (and the area between the boundary lines of each Owner's Parcel and adjacent street if such area is not otherwise maintained), so as to keep same in a clean, sightly, safe and first-class condition consistent with its original intended



appearance. Owner's Maintenance Obligation, to include Landscaping Maintenance, shall include, but not be limited to: the maintenance of all visible exterior surfaces of all buildings and other Improvements; the prompt removal of all paper, debris, refuse, and dead and diseased trees and plantings from all areas of an Owner's Parcel; the repair, replacement, cleaning and relamping of all signs and lighting fixtures; the mowing, watering, fertilizing, weeding, replanting and replacing of all landscaping and screening approved in the Landscaping Plan and, during construction of Improvements on a Parcel, consistent cleaning of dirt, construction debris and other construction related refuse from streets, storm drains and inlets. If any Improvement is damaged or destroyed, an Owner shall diligently proceed to restore such Improvement to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such Improvement and landscape the Parcel pursuant to the Landscaping Plan as approved in Article V. Until commencement of construction of Improvements thereon, the Owner of each Parcel shall keep such Parcel free and clear of trash and debris and regularly mowed.

- 6.02 Enforcement. The covenants, conditions, restrictions, easements, uses and privileges of this Declaration shall run with the land and be binding upon the inure to the benefit of LEDCO and each Owner, their respective heirs, successors and assigns. The enforcement of the provisions of this Declaration shall be vested solely in LEDCO. A breach of this Declaration by an Owner relating to the use of maintenance of a Parcel or part thereof is hereby declared to be and constitute a nuisance and every public or private remedy allowed by law or equity for the abatement of a public or private nuisance shall be available to LEDCO to remedy such breach. In any legal or equitable proceedings for the enforcement of this Declaration or to restrain a breach thereof, the party or parties for whom judgment is entered shall pay the attorney's fees and costs of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceedings. All remedies provided under this Declaration, including those at law or in equity, shall be cumulative and not exclusive. The failure of LEDCO to enforce this Declaration upon a breach hereof or to enforce a particular provision contained in this Declaration shall not be deemed a waiver of LEDCO's right to do so for a subsequent breach or of the right to enforce an other provision of this Declaration or upon the right of any Owner of land within the Property to initiate unilateral action to remedy the breach. LEDCO shall not be liable for failure to enforce this Declaration.
- 6.03 Responsibility of Owner. Each owner shall be responsible for any breach of this Declaration, which is a result of such Owner's own acts or omissions of an Occupant of such Owner's Parcel(s).
- 6.04 Address of Approving Agent. All Plans submissions, notices, and other communications to LEDCO shall be mailed or delivered to LEDCO. LEDCO may from time to time designate a different address for Plans submissions, notices and other communications by either delivering written notice of such new address to each Owner at each Owner's address as reflected by the records of LEDCO or by recording a notice of such change of address in the Deed Records of Gregg County, Texas.
- 6.05 Conflict with Applicable Law. If any covenant, condition, or term of this Declaration is less restrictive than a requirement imposed by Applicable Law, the requirement imposed by Applicable Law shall control. If any of this Declaration is more restrictive than a requirement imposed by Applicable Law, the requirement imposed by this Declaration shall control unless prohibited by Applicable Law.
- 6.06 Severability. If any of the covenants, conditions or terms of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding, provided, that in such event, LEDCO shall have the right to modify such covenant, condition or term to the extent required to carry out the general intention of this Declaration and to impart validity to such covenant, condition of term.

- 6.07 Exculpation and Waiver. Notwithstanding any covenant, condition, or term contained in this Declaration to the contrary and notwithstanding any provision of Applicable Law to the contrary, LEDCO shall not have any liability to any Owner arising or resulting from any act or omission of LEDCO taken or omitted pursuant to this Declaration. Each Owner by accepting a conveyance to any portion of the Property conclusively shall be deemed to have unconditionally and irrevocably waived all claims against LEDCO arising or resulting from acts or omissions of LEDCO taken or omitted pursuant to this Declaration.
- 6.08 Tenure of Approving Agent. On the date when LEDCO has sold Parcels which constitute 80 percent of the Net Square Feet to parties which are not affiliated with LEDCO, or at any time, from time to time, after such date, LEDCO may, at LEDCO's sole option, relinquish LEDCO'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. LEDCO agrees to continue serving as Approving Agent until the earlier of:
- (i.) Date that another party is designated by vote of the Required Majority of the Owners to serve as Approving Agent; or
  - (ii.) 90 days after the date of Relinquishment Notice.
- In any event LEDCO 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.
- 6.09 Amendment. LEDCO shall have the right from time to time to amend this Declaration to clarify or to further the intent and purpose of this Declaration. Any and all such amendments shall be effective upon the recording in the Deed Records of Gregg County, Texas, of an instrument setting forth the applicable amendment executed and acknowledged by LEDCO.
- 6.10 Termination. At any time after LEDCO has conveyed all of LEDCO's interest in the Property to parties, which are not affiliated with LEDCO, this Declaration may be terminated by an instrument of termination executed and acknowledged by the Required Majority of the Owners recorded in the Deed Records of Gregg County, Texas.
- 6.11 Term. Unless terminated pursuant to the provisions of Section 6.10, this Declaration shall remain in effect for 20 years after the date hereof and automatically shall be renewed and extended for successive ten year periods thereafter unless and until an instrument of termination is executed and acknowledged by the Required Majority of the Owners and is recorded in the Deed Records of Gregg County, Texas in which event this Declaration shall terminate at the end of such initial 20 year period or at the end of the then applicable 10 year renewal period.

Exhibit A

