

PROTECTIVE COVENANTS

THE STATE OF TEXAS COUNTY OF TARRANT

This agreement for the Amended Development Plan of Carter Industrial Park made and entered into this 8th day of April 1968 by and between Carter Foundation Production Company, a Texas corporation with its principal office at 400 west 7th Street, Fort Worth, Texas, (hereinafter referred to as "DEVELOPER") and Miller Brewing Co., a Wisconsin corporation with its principal office at Milwaukee, Wisconsin, (hereinafter referred to as "MILLER"), Freight Master, a Division of Halliburton Services, a Division of Halliburton Company, a Delaware corporation with its principal office at Dallas, Texas, (hereinafter referred to as "FREIGHTMASTER"), and Crown Cork and Seal Company, Inc., a New York corporation with its office at 10 Columbus Circle, New York 19, New York, (hereinafter referred to as "CROWN CORK"):

WITNESSETH: THAT WHEREAS, Developer, prior to August 25, 1961, owned the tract of land situated In Fort Worth, Tarrant County, Texas, which presently constitutes the Industrial Park.

WHEREAS, Miller subsequent to August 25, 1961, has become the owner of a 40-acre tract out of said lands, and such purchase by Miller being conditioned that the entire Carter Industrial Park would be maintained and developed in keeping with plans which would best promote and protect the area as a prime industrial location;

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties hereto and of the mutual covenants hereafter to exist between such parties and subsequent grantees of the tracts contained and embraced within said Carter Industrial Park, the following Development Plan of Carter Industrial Park is hereby adopted:

1. **ACREAGE CONTROL.** Carter Industrial Park lands having frontage along Interstate Highway 35W, hereinafter referred to as Frontage Lands, shall not be divided either by sale, lease or otherwise, into lots or parcels having frontage along said highway of less than 600 feet (hereinafter referred to as Minimum Frontage) extending In depth to the existing railroad right-of-way and said tracts shall be rectangular in shape.
2. **SET BACKS.** Carter Industrial Park lands having frontage along Interstate Highway 35W shall have minimum building set back restrictions of 150 feet from the property line adjoining the highway right-of-way and 30 feet minimum set back restrictions from side and rear property lines, except that such part of Frontage Lands lying north of the Miller Parcel, shall have a minimum building set back of 100 feet from the north property line. If additional right-of-way along Interstate Highway 35W is required and taken for highway purposes, the minimum building set back restrictions of 150 feet specified above shall be reduced by the width of the additional right-of-way taken for highway purposes. The set back areas lying between Interstate 35W and the respective buildings on such Carter Industrial Park lands having frontage along said highway shall be devoted exclusively to landscaping except that driving areas, sidewalks and fencing shall be permitted thereon.

Carter Industrial Park lands other than Frontage Lands as hereinabove defined shall have minimum set back restrictions of 100 feet from the street property line and 30 feet minimum set back restrictions from side and rear property lines except that Carter Industrial Park lands with frontage on Everman Road shall have a minimum building set back of 50 feet from the property line adjoining the Everman Road right-of-way. The set back areas lying in front of the respective buildings located on such other Carter Industrial Park lands not having frontage along Interstate Highway 35W shall be devoted exclusively to landscaping except that driving areas, sidewalks and fencing shall be permitted thereon.

3. LAND TO BUILDING RATIO. Land to building ratio shall be at least 3 to 1 on the Carter Industrial Park land having frontage along Interstate Highway 35W and shall be at least 2 to 1 on the Carter Industrial Park lands not having frontage along said highway. For the purpose of this provision, "building" shall be construed to mean actual first floor ground coverage and "land" shall be construed to include paved and landscaped areas, open loading platforms, outside stairs and other such projections, and "land to building ratio" shall be computed by comparing the "building" area to the total acreage of the particular parcel (such total acreage including both "building" and "land" areas).

Following the sale of any tract in the Carter Industrial Park and the construction of buildings or other Improvements on such tract, the owner thereof shall be required to pave or landscape all areas of such tract not containing buildings or other permitted structures. As used herein the term "landscape" shall require as a minimum the establishment and maintenance of lawn areas.

4. PROVISIONS FOR OFF-STREET PARKING AND LOADING. On-street parking and on-street loading shall not be permitted in the Carter Industrial Park and all Carter Industrial Park lands shall be developed in such a way as to provide sufficient off-street parking. Parking and loading areas shall be paved to provide dust-free, all weather surfaces. Parking facilities and truck and rail loading facilities are to be located at the side or rear of buildings although limited parking may be permitted in front of buildings, provided such limited parking areas are appropriately landscaped or otherwise screened, and do not violate the set back provisions hereinbefore described.

5. OUTSIDE STORAGE. Outside storage of material shall be permitted only where such storage is appropriately screened from all approaches.

6. MAINTENANCE. The owner of any tract or lot shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, fire and police requirements and regulations, and any owner will remove at his or its own expense any rubbish of any character whatsoever which may accumulate on said site or lot, and in the event said owner fails to comply with any or all of the aforesaid specifications and/or requirements, then, and only then, the Developer shall have the right, privilege and license to enter upon the premises to make any and all corrections and/or improvements that may be necessary to meet such standards and charge to and collect from said owner the reasonable costs of making such corrections and/or improvements.

7. REVIEW BOARD. A Review Board is hereby created consisting of (a) an officer of Developer, (b) a representative of Miller, and (c) a representative of Developer's architectural and/or real estate counsel. In the event Miller should cease to be an owner of land within the Carter

Industrial Park, its right to designate a representative to serve on said Review Board shall terminate and the Developer shall appoint as the third party member of said Board a representative of the remaining property owners in said Carter Industrial Park. Before commencing the construction or alteration of any building, enclosure, fence, loading dock, parking facility, storage yard or any other structure or permanent improvement on any site or lot within Carter Industrial Park, the property owner shall first submit site plans and building plans and specifications thereof (hereinafter collectively referred to as the "Plans") and the Review Board's written approval shall be required before such construction or alteration is commenced.

The Review Board shall have the right to approve the location of all utility poles, the location of streets and railroad trackage and shall also have the right to approve all facilities for the handling of surface waters, other storm drainage and clean industrial effluent.

The Review Board hereby created shall consist of the persons appointed by the respective parties hereto from time to time. Such appointments shall be effective when written notice thereof shall have been mailed to the respective parties to this agreement with a copy of such notification being filed in the office of the Developer. Changes in the membership of the Review Board may be effected in like manner. No member of the Review Board shall be entitled to any compensation for performing his duties as a member of such Review Board.

Except in the case of those items described herein where unanimous consent or unanimous action of the Review Board is required, action of the Review Board shall be by majority vote. All actions of the Review Board shall be in writing and filed in the office of the Developer and shall at all reasonable times be open to public inspection.

In the event that the Review Board or its designated representatives shall fail to approve or disapprove any Plans or any other instruments or items requiring the Review Board's approval within thirty (30) days after they have been submitted to the Review Board, such approval will not be required and the approval requirement in question shall be deemed to have been satisfied.

8. CONSTRUCTION MATERIALS. The outside walls of all buildings and structures in the Carter Industrial Park shall be finished with brick on all sides or other construction materials of at least equal attractiveness in the sole discretion of the Review Board.

9. SIGNS. Plans and specifications for the construction, installation or alteration of all outdoor signs shall be first submitted to and have the written approval of the Review Board. No signs shall be permitted in the Carter Industrial Park except (a) traffic control signs, (b) directory signs, and (c) signs identifying the occupants of respective buildings, all of such identifying signs being affixed to the building or being positioned so as not to be higher than ten feet above the roofs of the respective buildings. No flashing signs shall be allowed and all signs shall be in good taste and in keeping with the architecture and design integrity of Carter Industrial Park, all as determined by the Review Board in its sole discretion.

10. LAND USES. No Carter Industrial Park lands shall be used for any of the purposes prohibited by the restrictions contained in the Dedication of Carter Industrial Park filed for record in the Plat Records of Tarrant County, Texas, and recorded in Volume 38831, Page 52, of the

said records. In addition, none of said lands shall be used for the purpose of maintaining any unenclosed frame structure such as a tower used for the transmission or reception of television or radio messages, unless the erection and maintenance of such structure has been approved by the unanimous consent of the Review Board.

11. VARIANCES AND INTERPRETATIONS. The Review Board may grant to any owner of land in the Carter Industrial Park. variances from any of the provisions contained in this Development Plan where such variances, in the sole discretion of the Review Board, are not detrimental to the Carter Industrial Park; provided, however, that no variation of Minimum Frontage, Minimum Depth, Minimum Acreage or Minimum Set Back restrictions shall be permitted except by the unanimous consent of the Review Board. Any question of interpretation of any provision of this Development Plan shall be decided by the Review Board.

12. TIME LIMIT FOR IMPROVEMENTS. (a) The Purchaser of each tract in the Carter Industrial Park shall, within two (2) years after the time of the conveyance of such tract by the Developer, commence in good faith the construction of permanent improvements thereon in accordance with the Plans approved by the Review Board. The Review Board may extend the time within which such construction may be begun and any such extension shall be in writing.

(b) If within the two (2) year period hereinabove provided for, or any extension thereof granted by the Review Board, any such purchaser of any unlimbered tract within the Carter Industrial Park on which construction in accordance with the Plans has not in good faith been begun, desires to sell such unimproved tract, he shall first offer such tract to the Developer at the original purchase price thereof, with the usual proration of taxes, insurance premiums, title costs and closing costs being borne by such Purchaser as seller and the Developer as purchaser as is customary in Fort Worth at that time. Developer, upon receipt of written notice of the intention and desire of said Purchaser to sell such tract, shall have thirty (30) days thereafter within which to exercise its option to reacquire such tract on the above terms and conditions.

(c) If, within the two (2) year period hereinabove provided for, or any extension thereof, any such Purchaser of any unimproved tract within the Carter Industrial Park on which construction in accordance with the Plans has been begun, but has not been completed, desires to sell such unimproved tract, the Developer shall have rights of first refusal to purchase the same and such Purchaser shall not sell such unimproved tract to any person, firm or corporation other than the Developer, unless and until the same shall first have been offered to Developer on the same terms and conditions available to such other person, firm or corporation. Developer, upon receipt of written notice of the intention and desire of such Purchaser to sell such tract, shall have thirty (30) days thereafter within which to exercise its right of first refusal to reacquire such tract on the terms and conditions specified in such written notice.

(d) If, after the expiration of the two (2) year period from the date of the conveyance of any unimproved tract tying within the Carter Industrial Park, or any extension thereof, any such Purchaser shall not in good faith have begun on such tract construction in accordance with the Plans, the Developer shall have the option for the full period of six (6) months after such expiration to reacquire said property from the Purchaser at the same price for which the tract was conveyed to said Purchaser with the usual prorations of taxes, insurance premiums, title costs and closing costs being borne by such Purchaser as seller and the Developer as purchaser as is customary in Fort Worth at that time.

(e) In the event of any sale by such Purchaser to the Developer under subparagraphs (b), (c) or (d) above, Developer shall pay the consideration therefor to such Purchaser in cash and such Purchaser shall execute and deliver a general warranty deed conveying said tract to the Developer free and clear of all liens and encumbrances, save and except zoning ordinances, if any; taxes and assessments not yet due and payable, if any; and restrictions and limitations of record (not containing provisions of reverter or forfeiture), if any.

13. PARTIAL INVALIDITY. The invalidation of any one of the terms and conditions of this Development Plan or the failure to enforce any of said terms or conditions at the time of a violation thereof shall in no event affect any of the other terms and conditions of this Development Plan nor be deemed a waiver of the right to enforce the same or any other of said terms or conditions thereafter.

14. UTILITY EASEMENTS Developer shall provide free of cost all necessary easements and rights-of-way required to bring public utility service to each of the parcels in the Carter Industrial Park, including but not limited to rail, electric light and power, telephone, gas, water and sewer service. The location of easements are tentative locations only and may be changed if in the unanimous opinion of the Review Board a different location is found to be to the advantage of the Carter Industrial Park development. Drainage easements for surface waters, other storm drainage and clean Industrial effluent shall be provided by Developer where necessary to provide proper drainage of all lands within the Carter Industrial Park including the Miller Parcel.

15. OVERPASSES ADJACENT TO CARTER INDUSTRIAL PARK. Any highway, railroad or other overpass or underpass, over or under Interstate Highway 35W which overpass or underpass would carry traffic, vehicular or other, either into or out of Carter Industrial Park, shall, to the extent the Developer or any owner of land in Carter Industrial Park can control or influence the decision, be constructed only in such location as the Review Board shall by unanimous consent designate.

16. TERMINATION OF PLAN. Each term, condition and covenant herein contained shall terminate and be of no further effect on January 1, 1987. However, at any time prior to January 1, 1987, the then owners of a majority of the area in square feet within said Carter Industrial Park may by declaration, signed, acknowledged by them, and duly recorded in the Deed Records of Tarrant County, Texas, extend such terms, restrictions, conditions and covenants for a period of ten (10) years. In like manner additional extensions for successive periods of ten (10) years may be provided for as long as the owners of a majority of the area in square feet within said Carter Industrial Park affirmatively vote to so extend them. During the term of any such extension, the rights reserved to the parties hereto and to the Review Board created hereby shall continue in full force and effect.

17. ENFORCEMENT OF PLAN. The terms and conditions of this Development Plan are made for the benefit of any and all persons who may now own, or who may hereafter own property in Carter Industrial Park. Such persons and the Review Board are hereby specifically given the right to enforce these terms and conditions by injunction or other lawful procedure, and to recover damages resulting from any violation thereof.

This Development Plan of Carter Industrial Park shall be incorporated by reference in each and every contract of purchase and sale and every deed for conveyance of any character of land In the Carter Industrial Park so that all owners, occupants or users of land in the Carter Industrial Park shall assume the obligation of, and be bound by, all of the provisions of this Plan. All such transactions shall also have as one of the conditions of sale the undertaking by the purchaser to incorporate by reference said Development Plan of Carter Industrial Park as a condition of sale in the event of a resale of any of the lands in said Carter Industrial Park to a subsequent purchaser to the end that all such subsequent purchasers, occupants or users shall also assume the obligations of, and be bound by, all of the provisions of this Development Plan.

THIS AGREEMENT executed at Fort Worth, Texas, this 8th day Of April, 1968.

Original signed by officers of Carter Foundation Production Company and Miller Brewing Company.

THIS AGREEMENT has been extended through January 1, 2017.

DEED RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That CARTER FOUNDATION PRODUCTION COMPANY, a Texas corporation, and MILLER BREWING COMPANY, a Wisconsin corporation, each being the owner of separate tracts of land in Fort Worth, Tarrant County, Texas, within Carter Industrial Park, for the purpose of creating a desirable industrial area and of maintaining fair and adequate property values and continuing the use of such area as an industrial park, in consideration of our mutual interests as owners of real estate in said area do hereby covenant and agree with one another as follows:

I. The property outlined and delineated is hereby designated and shall be hereafter known and referred to as "CARTER INDUSTRIAL PARK," and there is hereby dedicated to the use of the public a certain street called "Will Rogers Boulevard." There is also dedicated the underground public utility and drainage easements.

II. We do hereby adopt and place the following restrictions upon any and all sites or lots within said industrial park:

None of the lands within the bounds of said "Carter Industrial Park" shall be used for any of the following purposes:

a). The operation of a junk or salvage yard; b). Uses constituting nuisance, public or private, by reason of emission of smoke, dust, gas, odor, fumes, noise, vibration, or refuse material of any kind; c). Without limiting the generality of "b" above, the manufacture of acid, cement, lime, gypsum, fireworks, glue; the manufacture, incineration or reduction of garbage, offal or dead animals, and the refining of petroleum, the smelting of zinc, copper, tin or iron ores, or the maintaining of stockyards and/or abattoirs.

III. The undersigned have this day executed a "DEVELOPMENT PLAN OF CARTER INDUSTRIAL PARK," a copy of which is now and will at all times be kept on file at the principal office of Carter Foundation Production Company, which copy shall at all reasonable times be open to public inspection; and this "DEDICATION AND RESTRICTIONS" together with said "DEVELOPMENT PLAN OF CARTER INDUSTRIAL PARK" shall constitute mutual covenants running with the lands included within said industrial park and shall be binding upon and inure to the benefit of each of the parties hereto, and their respective successors and assigns. The undersigned do hereby further covenant and agree that any and all deeds, leases, or other conveyances of any kind or character covering any portion of the lands included in said Industrial Park shall be expressly made subject to all the terms, conditions and covenants herein set out and to all of the terms, provisions and covenants set out and contained in said "DEVELOPMENT PLAN OF CARTER INDUSTRIAL PARK."

WITNESS THE EXECUTION HEREOF this 8th day of April, A.D., 1968, at Fort Worth, Tarrant County, Texas.

THIS AGREEMENT has been extended through January 1, 2017.

FOR MORE INFORMATION CONTACT FRED CANTU 817-332-7597