

**CenterPoint Business Park  
Design Standards and Restrictive Covenants**

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Pages I - 24 attached

# DESIGN STANDARDS AND RESTRICTIVE COVENANTS

## CenterPoint Business Park

### User's Guide

Thank you for your interest in CenterPoint Business Park. Quality development is the primary objective of these design standards. Maintaining this quality will assure you that your commitment and investment will grow in value.

These restrictive covenants and design standards should guide your project design. Making them available as early as possible allows clear communication of the Corporation's requirements and permits your design team to be informed, limiting duplication of effort and time. The Development Corporation has established a Design Review Board to assist it in evaluating your plans. Following this introduction is a step-by-step outline of the process required to occupy your new facility.

The Corporation wants to work with you to expedite the development of your building. If you encounter stumbling blocks in your way due to specifics in the Standards or other County regulation, bring these to the attention of the Corporation staff and they will help you work through them.

In all instances, do not hesitate to contact the Corporation's staff for answers to your questions or concerns. We strongly recommend a preliminary meeting with the Corporation staff to review the standards. Our business is the success of your business and seeing that your location or expansion is as easy as possible is one of our goals.

Please feel free to give us a call at (865)546-5887 if you have any questions.

# HOW TO USE THESE COVENANTS

## **Step One - Choosing CenterPoint**

Review Section 1 of the development standards in its entirety to get a complete picture of the requirements. Will your proposed facility fit the plan for CenterPoint? If so, then go to Step 2.

## **Step Two - Site Selection and Design**

Which site at CenterPoint best fits your needs? Once you have chosen and purchased a site, your architects or engineers will review Section 2. This section will outline what information the Design Review Board requires to review your plans. At this time, our staff recommends a preliminary meeting with your design team to review the standards and make sure they completely understand what is expected. Have your architect or engineer review with you Section 3 and make sure that the plans are in compliance with the Standards. Follow the directions in Section 2 closely and have all materials prepared for review.

## **Step Three - Review**

Deliver six sets of plans to The Development Corporation's offices. A Review Board meeting will be planned within seven working days after receipt of these plans. A meeting will not be scheduled until all appropriate information is available to the Board. At the meeting, you will present your facility to the Board. Next, the Board will discuss your plans and you will receive, via written correspondence, notification of the Board's decision and recommendations on changes the Board may require.

## **Step Four - Permit Release**

Permits can be released through the normal permit application process and the Knox County Building Codes department will contact the Corporation for approval. Or, if your plans are complete, The Development Corporation is available to assist and expedite all permits.

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# Design Standards and Restrictive Covenants

## SECTION 1

### INTRODUCTION

#### **A. - PURPOSE OF THESE STANDARDS**

The primary purpose of these standards is to protect interested parties (existing and potential property owners and developers) by maintaining quality development within the park. These standards will also protect The Development Corporation's (TDC) investment, assuring the economic goals of the community are met.

CenterPoint Business Park has been developed by TDC to stimulate the development of the Pellissippi Corridor. TDC and its assigns shall endeavor to prevent speculation in this development in order to maintain the community's inventory of developed industrial and business properties. It is precisely for this reason that land purchasers must present a plan to TDC and to the CenterPoint Design Review Board for review and approval.

#### **B. - RE-PURCHASE PROVISIONS**

If the proposed development does not proceed as stipulated, within a twenty four (24) month period from the date of closing, TDC or its assigns shall have the absolute right to repurchase the property at the original price within six (6) months of the end of the twenty four (24) month period. TDC or its assigns may elect to repurchase the property if development does not proceed as stipulated after the six (6) month period, provided that they pay the original purchase price plus interest at 3% per annum. TDC or its assigns may agree to extend the time for the development. Requests for the extension must be made in writing and shall be incorporated in each deed of conveyance from TDC or its assigns to the initial purchaser and shall continue to be in effect until such time as the property is developed appropriately.

## SECTION 2

### DESIGN AND PLAN SUBMISSION - REVIEW PROCESS

#### **A. - DESIGN REVIEW BOARD**

TDC has established the Design Review Board, hereafter referred to as the "Board", which shall consist of no more than six (6) members; including the executive director of TDC or a designee, a licensed Architect, a registered Landscape Architect, a Licensed Professional Engineer, and a Real Estate Developer, all of whom live within Knox County. Once the park is 50% occupied, the sixth board member will be chosen from an operating park business.

As long as TDC has an interest in acreage at CenterPoint Park subject to this Declaration, exclusive of public roadways and other Common Areas, then all members of the Board shall be appointed by TDC. Each member of the Board shall serve at the pleasure of the entity appointing them, and each such member can be removed at any time, with or without cause, by the entity that so appointed them. If TDC ceases to be Owner or Occupant of any real property in CenterPoint Park, then all of the Board shall be elected by the Owners of CenterPoint Park.

The vote of a majority of the members of the Board at a meeting shall constitute the action of the Board on any matter before it; provided, however, in no event shall a vote of less than three (3) members (either affirmative or negative and not both) constitute acts of the Board.

Approval of plans and improvements shall be at the sole discretion of the Design Review Board. By purchasing property in the park, each owner or buyer accepts the authority of these standards and agrees to the Design Review Board's authority.

The rationale for Board approval, conditions or denial shall be included in the minutes of the Board meeting where decisions are made. Correspondence regarding denials to applicants shall cite the specific section of the Design Standards and Restrictive Covenants for CenterPoint Park which underlie the rationale for denial.



## **B. - REQUIREMENTS FOR THE GRANTING OF A WAIVER OR SPECIAL EXCEPTION**

The Board can issue waivers for the standards set forth in this document. However, if an applicant can not fully satisfy the conditions required by the Board, he or she may appeal to the Property and Construction Committee of TDC for the issuance of a special exception. The Property and Construction Committee of TDC acts as an appellate body for the granting of special exceptions and is not associated with the Design Review Process in any other way. During an appeal for a special exception, the Design Review Board will give its recommendations, in support or denial, to the Property and Construction Committee to facilitate their decision.

**An applicant who wishes to appeal for a waiver or special exception has the burden of showing:**

- That the granting of the waiver or special exception will not be contrary to the standards set for other park businesses.
- That the literal enforcement of the Design Standards will result in unnecessary hardship.
- That by granting the waiver or special exception contrary to the provisions of the Design Standards, the spirit of the Design Standards will be observed.

## **C. - APPROVAL OF PLANS**

(1) General No changes of any kind shall be made to a parcel until plans prepared by an architect and/or engineer (licensed to practice in the State of Tennessee) have been approved by the Design Review Board. Plans for improvements to the parcel's landscaping must be received and reviewed by the Board before such improvements may be installed on the parcel. Each Design Review Board member has the responsibility, upon recognizing the potential for the appearance of a conflict or the existence of a real conflict of interest between the member's position and the issue being decided, to declare that they have a conflict of interest on the matter of question. Once the declaration is made, the members may continue their involvement in the discussion of the issue but shall excuse themselves from voting on the matter.

Only plans stamped "Approved" by the Board under the CenterPoint Park regulations may be used by the tenant's contractors. The Board shall either approve or disapprove any plans submitted to it within seven (7) days from the date on which they are submitted;

however, the failure to either approve or disapprove within this period shall not constitute approval of said plans. ~~Five (5)~~ <sup>Five (5)</sup> copies of the plans must be submitted. One copy will be retained by TDC. It is the Owner's responsibility to ensure that the Board and Knox County be aware of all changes, corrections, and alterations.

(2) Submittal Requirements The following preliminary plans and submittals are required:

- (A) A Plot plan at a scale no less than one inch equals 100 feet. This should show the relationship of the proposed improvements to the improvements on adjacent parcels, utilities and streets.
- (B) A Site plan This will show the location of buildings, sidewalks, driveways, intersections with streets, parking areas, screen walls and fences, site grading and erosion control measures and utilities and setback requirements.
- (C) Architectural plans showing floor plans, elevations and indicating all building materials.
- (D) Landscape plans at a scale of one inch equals 20 feet.
- (E) Exterior lighting plan with descriptive data for all fixtures.
- (F) Samples of all materials and/or paint colors used on all improvements.
- (G) Preliminary drawings of all signs to be erected including details of each sign's location, size, design, color and lighting.
- (H) An estimate of the maximum number of employees and visitors contemplated for the business and the timing of shifts during which the employees will work.
- (I) A description of the proposed operation in enough detail to judge whether or not it is permitted under the existing zoning ordinance.

(3) Issuance of Building and Related Permits

Prior to obtaining the necessary building and related permits for construction, the Owner must obtain a written approval from the Board stating that the uses and plans for the parcel have been approved by the Board. Once this approval is given, no changes to the uses or plans can be made without the Board's written consent.

(4) Commencement of Construction

Once approval is received from the Board and related governmental authorities, the Owner may begin construction. Work on the approved construction should begin within six (6) months of the date of the approval. If construction does not begin within this time period, an extension of time must be granted by the Board, or approval for construction will be automatically revoked.

(5) Unapproved Construction or Improvements

Unapproved construction (or improvements) by the Owner is subject to immediate action by TDC or the Owners' Association. Additionally, any improvements which are part of the approved plan and are not constructed on the site are subject to immediate action by TDC or the Owners' Association. Unapproved improvements will be subject to immediate removal from the parcel at the sole expense of business owner.

SECTION 3  
SITE AND STRUCTURE COVENANTS

**SITE DESIGN**

**GENERAL**

All structures should be situated so as to minimize the disturbance of the topography and natural vegetation. Continuity should be achieved by carefully locating parking areas, landscaping and buildings to harmonize with and respect neighboring development.

All site grading shall be in conformance with the Park drainage system and in accordance with the Knox County Erosion and Sediment Control Handbook and Knox County Engineering and Public Works Design Standards, and all other applicable regulations. Swales and other areas of concentrated drainage must be stabilized to limit sediment flow. Other mitigation steps or additional impact information may be required. In general, swales and other non-paved areas of concentrated drainage shall be rip-rapped, sodded and staked or stabilized by structural methods to control erosion and sediment.

**SITE GRADING**

Lot grading should be done in such a way, when possible, to preserve and blend with existing topographic features.

- (a) No cut or fill slopes shall be greater than 3:1. Slopes must be stabilized to prevent erosion or sloughing of the slope.
- (b) Slopes greater than 3:1 shall be properly landscaped with shrubs and ground covers.
- (c) Slopes greater than 2:1 shall be treated with terracing and approved retaining walls shall be utilized. Retaining walls shall be of architectural quality as defined by the Board. Exposed retaining walls shall be of fieldstone, brick or other approved natural material.
- (d) Large land areas disrupted during construction should not be left bare and exposed during the winter-spring runoff period.
- (e) Additionally, caution is advised when locating buildings on slopes of 18 percent or greater. Detailed grading plans are required for such conditions.

## **PARKING, LOADING AND UNLOADING AREAS**

### **GENERAL**

During the review process, the impact of future expansions will be considered and additional parking will be required if expansion warrants. All entrance roads will be curbed and paved. All parking areas, entrance roads and internal roadways shall be curbed and paved.

### **PARKING**

(a) No parking will be permitted on any street or drive, or any place other than the paved parking spaces. Each Owner and Tenant shall be responsible for compliance by its employees and visitors.

(b) A maximum undivided parking area of fifty (50) cars is permitted.

(c) A maximum number of spaces allowed on any lot is one (1) space per 100 square feet of gross building area.

(d) Minimum parking requirements for all properties in CenterPoint Park are as follows:  
1 space per every 1.2 employees

OR

1 space per 300 square feet gross building area

(e) Landscape dividers of sufficient opacity to visually break the mass of pavement should be used. These dividers shall be a minimum of ten (10) feet in width, and landscaping materials shall be clustered. The intent is to break up large parking areas into more manageable sizes and still provide for safe traffic circulation.

(f) Parking in the front setback areas shall be limited to non-commercial vehicles and will not exceed fifty percent (50%) of the required minimum front setback area. No parking is allowed on CenterPoint Blvd. or within a twenty five (25) foot setback from CenterPoint Blvd.

### **LOADING AND UNLOADING AREAS**

(a) Loading areas will not infringe in the setback areas or be visible from any street unless approved by the Board in writing.

(b) All loading docks will be located at the rear of the building unless approved by the Board in writing.

(c) Loading docks shall be set back and permanently screened, either by landscaping, berming or architectural screens, from neighboring properties and public view to minimize the effect of their appearance from neighboring building sites.

### **ENTRANCE ZONES TO BUILDINGS, CURBS AND SIDEWALKS**

Adequate sight distances shall be maintained at site entrances for traffic safety. Turning radii, onto and within parcels, shall be designed to accommodate the largest vehicles anticipated on the respective parcels. Paving should also be certified to standards sufficient to support anticipated loads on the respective parcels. Developers should refer to the Industrial Guidelines established by the Knox County Engineering and Public Works Department.

- (a) Where drive pavement exceeds twenty four (24) feet in width, a landscaped median shall be provided. Landscaped medians shall have a minimum width of six (6) feet.
- (b) Sidewalks must be a minimum of four (4) feet wide.

### **TRANSITION ZONES FROM BUILDING EDGE**

A twenty (20) foot to forty (40) foot transitional zone consisting of special paving and landscaping should be provided along building edges to separate pedestrian and auto traffic.

## **ARCHITECTURE**

### **GENERAL**

Ideally, the site and building should be planned together. A major emphasis within CenterPoint is to create an architecturally integrated complex where buildings blend with both their neighbors and the surrounding environment. This can be achieved by structures that are low in profile, extensions of the natural setting and of materials that harmonize with the site and adjacent structures.

The complex nature of architectural design prevents a full and comprehensive outline in these standards. The Board will therefore work very closely with the Owner to make sure these standards are understood and met.

### **DEVELOPMENT DENSITY**

Floor Area Ratio (F.A.R.) is determined by dividing gross floor area of all buildings on a parcel (excluding parking and outside storage) by the land area of that parcel. The maximum F.A.R. allowed within CenterPoint Park is 50 percent (50%).

## **BUILDING SETBACK**

All setback areas for the building sites will follow the guidelines found in the Knox County Zoning Ordinance for either "Planned Commercial", a fifty (50) foot peripheral setback, or "Business Park", a fifty (50) foot front, forty (40) foot side, and thirty (30) foot rear setback, as appropriate to the site zoning. Any adjustments to these standards must be approved by the Board.

## **BUILDING DESIGN**

### **A. Height**

Building heights in excess of three (3) stories will only be allowed with the express approval of the Board. In any case, buildings shall not exceed the height requirements provided for in the Knox County Zoning Ordinance, which does not set a height limit for "Business Park" zoned properties but does set a limit of 45 feet on "Planned Commercial" zoned properties, including the basement.

### **B. Materials**

Materials shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. Buildings should be faced in medium to dark colored materials -- earth tones should predominate. Recommended materials include brick, stone, stucco and neutral colored metal. All building elevations shall be faced in a uniform and consistent manner.

### **C. Mass**

Buildings should maximize their use of space horizontally before they proceed to develop multi-story structures so as to provide continuity throughout the park. A cluster of buildings is preferred to a large single building mass and will adapt more easily to varied site conditions.

### **D. Accessory Structures**

All accessory structures, including service storage areas, loading docks and garbage and refuse containers, will be concealed and contained within the buildings OR will be concealed and contained by means of a screen wall of material similar to and compatible with that of the building. These elements shall be integrated with the building plan. They should be located in the most inconspicuous manner possible. No materials, supplies or equipment shall be stored in any area except inside a closed building, unless specifically approved by the Board.

### **E. Other Requirements**

All rooftop mechanical equipment shall be grouped in an orderly manner or screened from view, with material that is architecturally compatible with the building in such a way as to minimize its impact on the aesthetic quality of the structure.

## **LANDSCAPING**

### **General**

The landscaping guidelines are designed to maintain overall visual continuity within CenterPoint. The preservation of existing quality trees, if present, is important to the landscape development of the site. All parts of the site not covered by building or pavement must be properly landscaped to maintain overall visual continuity within the Pellissippi Corridor.

Plans and specifications for landscaping are subject to approval by the Board. Review will occur within seven (7) days of submission in conjunction with building plan review.

### **1. Plant Material**

Plant material shall be of the highest grade and quality and shall be installed by a qualified landscape contractor. At a minimum, plant materials equal in characteristics to the materials listed below are required. Sizes are at installation.

- (a) Evergreen Trees = 6 to 8 feet height
- (b) Flowering Trees = 8 to 10 feet height, 1.5 to 2 inch caliper
- (c) Deciduous Trees = 14 to 16 feet height, 3 to 3.5 inch caliper
- (d) Evergreen Shrubs = 15 to 18 inch minimum height/spread
- (e) Deciduous Shrubs = 24 to 30 inch minimum height/spread

### **2. Landscaping Strips**

A continuous landscaping strip must be installed and maintained on all parcels abutting roadways and streets. This will consist of grass lawns, ground cover, trees, shrubs or any combination approved by the Board. No parking or development shall be permitted in the landscape strip area.

**A. Parcels abutting CenterPoint Drive:** A continuous landscape strip buffer should be used to screen all parking areas as development occurs. This strip should be a minimum of twenty-five (25) feet measured from the parcel boundary line towards the interior of the



parcel. Earth contouring and informal landscape planting are to be placed within the setback to buffer views from the roadway.

A minimum twenty-five (25) feet landscape strip of planting shall consist of four (4) deciduous trees, three (3) flowering trees and three (3) evergreen trees per each one hundred linear feet. Parking area screening shall be in addition to this landscape strip planting.

**B. Parcels abutting Lovell Road and Pellissippi Parkway:** A continuous landscape strip buffer should be used to screen all parking areas as development occurs. This strip should be a minimum of fifty (50) feet measured from the parcel boundary line towards the interior of the parcel. Earth contouring and informal landscape planting are to be placed within the setback to buffer views from the roadway.

A minimum fifty (50) feet landscape strip planting shall consist of six (6) deciduous trees, five (5) evergreen trees and six (6) flowering trees per each one hundred linear feet. Parking area screening shall be in addition to this landscape strip planting.

**C. Parking Area Screening:** This applies to all of CenterPoint Park.

- (a) Earth contouring, if used to screen parking areas, shall be a minimum of four (4) feet in height above the parking area.
- (b) Grades should be raised gradually (3:1). No abrupt berming should occur.
- (c) Informal landscape planting, if used to screen parking, shall use a variety of evergreen and deciduous plant materials to achieve a continuous screen a minimum of four (4) feet in height two years after installation.

**D. Side and Rear Landscaping**

- (a) A buffer with a width of ten (10) feet measured from any parcel boundary line toward the interior of the parcel shall be used to screen parking from neighboring properties.
- (b) Landscaping to screen parking areas should consist of a variety of evergreen and deciduous trees with a minimum of four (4) feet in height, two years after installation.
- (c) In addition to the parking area screening, a landscaping buffer shall contain a minimum of two (2) deciduous trees, one (1) evergreen and one (1) flowering tree for every one thousand square feet of area.

### **3. Hedges**

No single plant materials planted in rigid rows will be allowed.

#### **4. Setback Areas**

All front and side setback areas facing a roadway or street shall be used exclusively for the planting and growing of trees, shrubs, lawns and other ground cover material. Existing natural vegetation should be kept in place whenever possible.

#### **5. Fencing**

Fencing of any type will not be allowed if front of any building. Fencing located to the side or the back of a building and dumpster enclosures must be approved by the Board before installation.

#### **6. Maintenance/Survival**

All landscaping material shall be properly maintained through watering, mulching and fertilizing in such a way as to insure their survival. Any tree, shrub or ground cover plant which fails to survive shall be replaced with like kind within six (6) months of loss. This maintenance is the responsibility of the owner whose parcel this landscaping exists upon.

### **LIGHTING**

#### **GENERAL**

As the lighting function changes from roadway orientation to a parking or pedestrian orientation, the consistency in style and design should be maintained. All lighting shall be designed to keep glare to a minimum, and avoid light leakage onto adjacent properties and streets. All lighting shall be subject to approval by the Board.

#### **GUIDELINES**

- (a) Lights are not to exceed a thirty (30) foot height limit.
- (b) Light poles are to be a neutral, preferably dark-bronze color.
- (c) All parking, road and security lights are to be cut off luminaries.
- (d) All light sources are to be color-corrected and high-pressure sodium.
- (e) Any lighting used for exterior illumination shall be directed away from adjoining properties and its source should be concealed.
- (f) Glare, whether directed or reflected, such as floodlights, shall not be visible at any property line.

## **POWER, TELEPHONE, UTILITIES AND WATER/SEWER**

All electric power lines, water pipes, gas pipes, sewer pipes or drainage pipes (other than rainwater leaders) shall be installed and maintained below the surface of the ground where feasible. In cases of meter connections, poles, supports or any other case where it is not possible, neutral colors must be used for poles and fixtures. All above ground utility structures must be approved by the Board before construction begins. No transformers, electric, gas or other meters of any type or other apparatus shall be located on any power pole or hung on the outside of any building prior to written approval by the utility district and the Board.

In all utility matters, the requirements of the Lenoir City Utilities Board (LCUB), West Knox Utility District (WKUD), Knoxville Utilities Board (KUB), Bell South, or any other utility provider shall take precedence unless more stringent requirements are stipulated and no conflict with the utility provider results.

## **SIGNAGE**

### **GENERAL**

All signs in the Park will comply with all applicable local signage regulations. Signs shall be designed, erected, altered, reconstructed, moved and maintained in accordance with the plans and specifications submitted by you, and approved by the Board. Signs advertising products or services or containing other direct sales information will not be permitted.

### **TYPES OF SIGNS PERMITTED**

- **Tenant Identification Signs**: A free standing sign can be located in the front yard of the building to identify its tenant. One (1) logo emblem/graphic sign which is flush mounted to the building facade will also be allowed, contingent on the approval of the Board as to size, color and location.
- **Directional and Informational Signs**: These signs are placed to direct pedestrian and vehicular traffic around the site. Standard symbols should be used where possible for all directional and informational signs. Approval of the Board is required as to the size, location and color.
- **Temporary Signs**: Each Owner may have one (1) temporary construction sign during the construction period. Each Owner may have one (1) "AVAILABLE" or one (1) "FOR

LEASE" sign. These signs shall not exceed four (4) foot by eight (8) foot and will conform to the standards set forth by the Board.

## STANDARDS

- (a) The size of the signs shall be in proportion to the size of the building and the exposure to a roadway or sign.
- (b) No signs shall obstruct the vision of automotive traffic.
- (c) No building identification signs shall be placed closer to the public right-of-way than one-half of the front yard or fifty (50) feet, whichever is greater.
- (d) Maximum sign size for any freestanding building identification sign is six (6) square feet per acre of land, assuming two (2) faces maximum. The maximum sign size is one hundred (100) square feet per face.
- (e) No signs shall be mounted directly to, or painted on, the roof of any building. Additionally, no signs shall be painted directly on the face of any building.
- (f) The topmost point of any ground mounted sign shall not be more than six (6) feet above the average grade elevation of a parcel.
- (g) Signs on building facades shall not protrude above the height of the building and size is limited to one (1) square foot of sign for every linear foot of building frontage up to a maximum of 100 square feet.
- (h) A tenant's corporate logo may be placed on the front facade of the tenant's main building. Such logos may not exceed thirty-six (36) square feet with no dimension exceeding six (6) feet.
- (i) No flashing or rotating devices, radios, public address systems or sound production devices shall be permitted.
- (j) All approved signs that are installed shall be properly maintained and shall be removed if it is not maintained to the Board's satisfaction.
- (j) TDC may install any signs as it deems necessary throughout the Park.

## **ADDITIONAL STANDARDS**

### **Parcel Development Options**

For permitted and prohibited uses allowed at CenterPoint Park, consult the Knox County Zoning Resolution for Business Park (BP) Zones (sections 5.50.03 through 5.50.05) and Planned Commercial (PC) Zones (sections 5.33.02 through 5.33.03).

### **Prohibited Uses**

In order to maintain and protect the working environment of CenterPoint Park, TDC reserves the right to prohibit any use that it sees as harmful to the Park. The following uses are specifically prohibited.

- (a) Demolition Landfills of less than one (1) acre
- (b) Yard/Rummage sales
- (c) Churches, schools (not to include training facilities), libraries and museums
- (d) Detached single-family dwellings
- (e) Hospitals, clinics, veterinary clinics
- (f) Medical and dental offices

### **Pollutants**

No noxious or offensive trades, services or activities shall be conducted on the premises, nor shall anything be done therein which may be or become an annoyance or nuisance to the Owner, Occupants or neighbors by reason of unsightliness or excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid, wastes, smoke or noise.

### **Noise**

The ambient noise level set for the park will be 65dBA measured at the park boundary line and 70dBA measured at the property line of each facility within the park. There shall be no operational industrial noise exceeding these levels. These measurements should include traffic from nearby roads.

### **Site Drainage and Storm Water Retention**

No driveways, walks, parking areas, etc., may be constructed across any drainage ditch, channel or swale without providing adequate culverts or waterway openings for natural drainage. No storm water run-off will be discharged into, or permitted to flow into, the sanitary sewage system. Additionally, no sewage will be discharged into, or permitted to flow into, the storm water sewage system.

Detention basins have been provided within the Park's development. Each site will be required to tie their storm drainage to this system and provide on-site detention as needed. Owners are required to comply with the EPA's storm water runoff regulations in this regard.

### **Maintenance**

Each Owner and Occupant of CenterPoint Park shall be responsible for keeping its building site (whether or not improved), buildings, and other improvements in a safe, clean, neat, and orderly condition and shall prevent rubbish from accumulation on its building site or surrounding common areas. Landscaping of a building site shall be maintained (including pruning, weeding, re-mulching, mowing, etc.) and each Owner shall replace any dead plant material according to the approved landscape plans at his expense

## **GRIEVANCES AND CONFLICTS**

Each owner is entitled to file complaints with the Board alleging a violation of any covenant. The procedure for doing so is as follows:

- (1) A complaint is filed in writing to the Board.
- (2) The Board shall designate one of its members or an agent who shall investigate complaints.
- (3) If the agent concludes that the any complaint filed has merit, the alleged violator shall be promptly notified in writing of the complaint.
- (4) Upon receipt of the written notice of the complaint, the alleged violator shall have thirty business days within which to begin, in good faith, to cure the violation or file an appeal.
- (5) If an appeal is filed, the Board shall hear the appeal within seven days. If at least three members of the Board uphold the findings of the agent, the Board may take the appropriate action to cure the violation.

If the alleged violator does not begin in good faith to cure the violation within the thirty days provided, the Board may take whatever appropriate action it has at law or in equity to cause the violation to be cured.

In a case where conflicts arise between zoning restriction/regulations and applicable building and inspection codes and regulations, the provisions which requires more restrictive standards shall apply.

## SECTION 4

### COMMON AREA MAINTENANCE CLAUSE

#### **A. - PURPOSE OF THIS CLAUSE**

The purpose of a common area maintenance clause is to protect the development and maintenance of a quality park environment. In particular, assessments will be levied to cover construction of, or improvements to, the Common Area, including the costs of repairs, replacements, labor, equipment, materials, management, supervision, and such other needs as they may arise. This does not include maintenance to roads, sewers and utilities. At some point to be determined by TDC, the responsibilities for managing the Common Area may be turned over to an Owners' Association.

#### **B. - CREATION OF THE LIEN AND OBLIGATION OF ASSESSMENTS**

Each Owner, of any Lot, by accepting a Deed for that Lot, agrees to pay to TDC:

##### **Annual Assessments or charges;**

The Common Areas include planting beds, landscaped areas, the lake, and road right-of-way adjacent to unpurchased parcels. They do not include the public roadway, sewers or utilities. The Assessments are established and the method of their calculation is outlined below. These annual Assessments shall be a charge on each Lot and shall be a continuing lien subordinated to any mortgage upon the Lot. The obligation for the delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

## C. - ANNUAL ASSESSMENTS

(1) General - Annual assessments will be used to maintain the common areas. This assessment will be applied to maintenance of entrance landscaping, the lake, and signage as well as maintenance of unimproved right-of-way. Also included will be a small reserve to cover snow removal, unexpected repairs to irrigation, landscaping, lighting, signage, etc.

(2) Maximum Annual Assessment - The maximum annual assessment for each year shall be established by TDC and may be increased by TDC or the Board of Directors based upon actual costs incurred for common area maintenance. Additionally, the maximum annual assessment for each year may be increased without limit by a vote of three-fourths of the Owners who are voting in person or by proxy, at a meeting duly called for that purpose. All Owners will receive a line item budget and documented expenditures for the prior year.

(3) Due Dates - At least thirty (30) days in advance of each fiscal year, TDC or the Board of Directors shall fix the amount of annual assessment against each Lot. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be the first day of the fiscal year. TDC shall furnish a certificate signed by the executive director of TDC setting forth whether the assessments on a specific Lot have been paid.

(4) Rate of Annual Assessment - Both annual and special assessments must be fixed at a pro rata rate for all lots and shall be paid to TDC or the Park Treasury by each Owner.

(a) TDC or the Association, when responsibilities are handed over to the Owners' Association, shall estimate for each fiscal year, each Owner's pro rata share of the expenses involved in Park common area maintenance, including, but not limited to, landscape maintenance of all common areas.

(b) Owner shall pay annually, due on June 30th of each year, their share of those expenses based on the fraction of salable acreage in the Park which they own.

(c) Notice will be sent out thirty (30) days prior to the beginning of the fiscal year.



(d) Within one hundred twenty (120) days after the expiration of a fiscal year, TDC shall forward to the Owner a statement showing the Owner's estimated share, then, within thirty (30) days after the date of TDC's statement, TDC shall either refund to the Owner any amount paid in excess of the Owner's actual share or the Owner shall remit to TDC any amount by which the Owner's estimated share was deficient.

(e) The Association will publish a list of companies with unpaid dues in a newspaper of general circulation and will seek to collect these dues through any legal process available.

Matters concerning Park maintenance and common areas will be decided by TDC alone until such time as TDC determines to turn over these responsibilities to an Owner's Association.

#### **D. - SPECIAL ASSESSMENTS**

(1) General - TDC may levy a special assessment for the purpose of defraying in whole or in part, the costs of services or capital improvements to the Common Area, excluding roadways, sewers and utilities. Any such assessment shall have the assent of three-fourths of the Owners who are voting in person or by proxy at a meeting duly called for that purpose. All special assessments shall be fixed at a pro rata rate for all Lots and may be collected on a monthly or yearly basis.

(2) Repairs caused by Negligence - In the event that the Common Area is in need of repair or maintenance, and this is the result of the willful or negligent act of an Owner, their employees, guests, clients, customers or others involved in the business of the Owner, the cost of such repair shall be added to and become a part of the assessment to which such Owner's Lot is subject.

#### **E. - NOTICE AND QUORUM FOR ACTION**

Written notice of any meeting called for the purpose of taking action on assessments, shall be sent to all Owners not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all of the votes shall constitute a quorum. If the required quorum is

not present, another meeting may be called. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

#### **F. - EFFECT OF NON-PAYMENT OF ASSESSMENTS**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. TDC may suspend the voting rights of an Owner and the right of use of the Common Area by the Owner and his employees, guests and clients, for any period of time during which such Owner is in default in the payment of any assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

#### **G. - SELF-HELP REMEDIES**

If any party to this agreement shall default in the performance of any of its obligations, then TDC retains the right to perform such obligations on behalf of the defaulting party. This function is in addition to all other remedies TDC may have at law or in equity to resolve the problem. Once TDC has fixed the problem for the defaulting party, said party will have thirty (30) days to reimburse TDC for the costs and any interest accrued. If the defaulting party does not reimburse TDC within (30) days, reasonable collection fees may be added. Any such claim for reimbursement, together with interest as aforesaid, shall be secured by a lien therefore and shall attach to the Lot, and improvements thereon, owned by the defaulting party. This lien will be recorded in the Knox County Register's Office. Any such lien shall be subordinate to the lien of any first Mortgage on the Lot.

#### **H. - SUBORDINATION OF ASSESSMENT LIENS TO FIRST MORTGAGES**

The assessment liens provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first Mortgage, pursuant to a foreclosure thereof or any

proceeding in lien of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

## SECTION 5

### HOLD HARMLESS AGREEMENT

Each Owner agrees that it shall be held liable for all damages and injuries to any person or property resulting from the use or misuse of the Common Area by its employees, agents or representatives. In the event of any failure to use the Common Area in a safe and reasonable manner due to the acts or omissions of the Owner or the Owner's employees, agents or representatives, the Owner agrees to and shall indemnify and hold harmless Knox County, its Board of Directors, employees, and assigns and the other Owners from any liability, claims or expenses (including court costs and reasonable attorney's fees and mechanics and materialmen's liens) resulting therefrom.

## SECTION 6

### STRUCTURE OF THE OWNERS' ASSOCIATION

#### A. - MEMBERSHIP

*Who is a Member?* Every Person who is a record owner of a fee (or an undivided fee interest) of any Lot shall be a Member of the Owners' Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

*Who is not a Member?* No individual or legal entity holding titling to a Lot as security for any debt or obligation shall be considered an owner of such Lot, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any questions or matter affecting the administration of the Association.

#### B. - THE DEVELOPMENT CORPORATION'S ROLE

The Development Corporation is the Declarant until responsibility for the park is handed over to the Owner's Association.

- The Declarant is a Member for each Lot owned by it until the same is sold and title transferred.
- The Declarant shall retain total control of the Association including the right to cast the votes of all members, the Property, the development thereof, and the improvements thereon, including, without limitation, plan approval, until the development is complete and all of the Lots have been sold.
- The Declarant may, at its option, transfer said control to the Members at such time as it deems appropriate.

### **C. - VOTING RIGHTS**

At every meeting of the Members, each of the Members shall have the right to cast his vote on each question.

The voting rights of the Membership shall be appurtenant to the ownership of a Lot, each Owner of a Lot being entitled to one vote per absolute acre of land ownership (*i.e.*, 3.2 acres of ownership results in 3 votes, 4.7 acres results in 4 votes, etc.)

The Declarant's vote on any matter shall outweigh the aggregate vote of all Members until the control granted the Declarant in this Article is transferred to the Members.

Subject to the Declarant's control, the vote of the Members representing fifty-one (51%) percent majority of the total votes cast, in person or by proxy, shall decide any question brought before such meeting.

The vote of any Membership which is owned by more than one person may be exercised by any of them present at the meeting. If co-owners can not agree on how to vote, then such vote shall not count in deciding that question.

No Member shall be eligible to vote who is shown to be more than thirty (30) days delinquent in any payment due the Association. Members who are delinquent 90 days in payment shall have their names published in a public notice in a newspaper of general circulation.

### **D. - QUORUM**

The presence, in person or by proxy, of Members representing at least fifty-one (51%) percent of the total votes, is required for the transaction of business.

If two or more successive meetings are adjourned for lack of a quorum, the quorum for each successive meeting shall be equal to the greater of the number of votes represented at either of the two previous meetings.

#### **E. - PROXIES**

Any Member may appoint a proxy, but it must be done in writing and must comply with all requirements set forth by law and in these Standards.

In no case may any Member, except the Declarant, cast more than one vote by proxy, in addition to his/her own vote.

#### **F. - THE EXPIRATION DATE**

Once The Development Corporation sells all property in the park, responsibility for the park will revert to the Owners' Association. At this time, the Owners' Association may terminate these standards, they may modify these standards or they may extend these standards as they see fit.