

Sherry Witt
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Knox County

Pellissippi Corporate Center
Amended and Restated Design Guidelines
and
Restrictive Covenants
October 12, 2010

(These Guidelines and Covenants amend, restate, and supersede the Design Guidelines and Restrictive Covenants dated July 1998, recorded in Book 2374, page 492, as amended by the First Amendment, dated February 21, 2001, recorded as instrument number 2001104050067156 in the Knox County Register of Deeds' Office)

Prepared by



THE
Development
Corporation
OF KNOX COUNTY

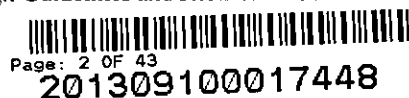
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SECTION ONE

1.0 INTRODUCTION

1.1 User's Guide

The design guidelines have been created to foster a quality built environment and to maintain performance standards for all development within Pellissippi Corporate Center (Center). Maintaining such standards will protect the investment of existing and potential developers in the Center as well as the investment of The Development Corporation of Knox County (TDC).

The design guidelines should direct all project design and are made available as early as possible to allow clear communication of TDC's requirements. Informing your design team of these requirements, early in the process, should limit duplication of time and effort. All development plans will be reviewed by the TDC staff and TDC's appointed Design Review Board (DRB).

The design guidelines are intended to describe a level of conformance required by TDC. They do not replace the need for conformance to any applicable federal, state, county, or local obligations or approval procedures. All structures must conform to applicable state or local building codes, zoning ordinances, or other governmental regulations to ensure the health and safety of users. If any provisions of these design guidelines are more restrictive than the applicable codes, the provisions of the design guidelines shall apply.

Development plans for the Center are also subject to review by the Tennessee Technology Corridor Development Authority (TTCDA) because the park is within the Tennessee Technology Corridor. The TTCDA Design Guidelines should be reviewed for their requirements. All development plans are also subject to permitting through Knox County.

TDC wants to work with you to facilitate development of your building. If you encounter stumbling blocks due to specifics in the design guidelines or other County regulations, bring these to the attention of TDC staff and they will help you work through them.

In all instances, do not hesitate to contact TDC's staff for answers to your questions or concerns. TDC encourages a preliminary meeting with TDC staff to review these guidelines. TDC's business is the success of your business and seeing that your location or expansion is as easy as possible is one of TDC's goals.

1.2 Development Process for the Center

Step One - Choosing the Center

Review this document to get a complete picture of the requirements for development within the Center. These design guidelines apply to new construction and expansions/modifications of existing structures. Will your proposed facility fit the plan for the Center? If so, then go to Step Two.

Step Two - Site Selection and Design

Once you have chosen and purchased a site, your architects and engineers should review Sections 2 and 3 of this document. Section 2 will explain the design review and plans submission process. Section 3 will



outline the design guidelines the DRB will use to review your development plans.

TDC recommends a preliminary meeting with your design team to review the design guidelines to make sure the design team understands what is expected and to address any questions they may have. Your designers should then prepare plans for review which comply with the design guidelines and the plan requirements.

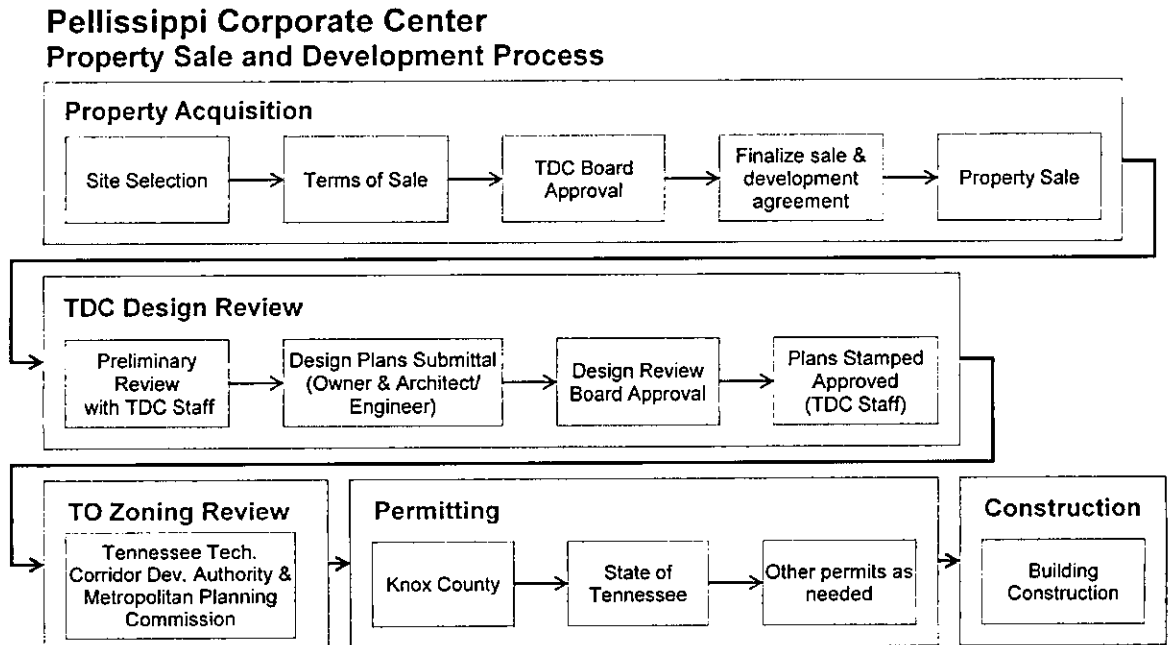
Step Three - Review

Deliver six (6) sets of plans to the office of TDC. A DRB meeting will be held within ten (10) working days after receipt of these plans. At the meeting, you will present plans for your facility to the DRB. Next, the DRB will review your plans for compliance with the design guidelines and you will receive, via written correspondence, notification of the DRB's decision and recommendations on changes the DRB may require. DRB approval is necessary before a Knox County building permit will be issued. You must also attain approval from TTCDA before Knox County will issue a permit; you may elect to go through that approval process concurrently with TDC/DRB approval.

Step Four- Permit Release

Permits must be released through the normal Knox County permit application process. The Knox County Codes Department will contact TDC to confirm Design Review approval of the plans. TDC is available to assist and expedite all permits, usually having them issued simultaneously, once your plans have been completed and approved by the DRB.

The following chart shows the development plan review process.



Note:

If you are developing a speculative building, TDC understands that many of the requirements outlined in the design guidelines will be difficult to illustrate completely for the DRB prior to construction. The developer should supply the DRB with as much information as possible during the initial design and construction phase. However, TDC retains the right to apply these standards, and the submission and approval processes, to the design and construction of significant improvements or finishes to a speculative building once a tenant is found. The Knox County Building Inspector will inspect the buildings prior to the tenant moving into the facility to ensure the improvements are completed as described in the plans.

1.3 Re-Purchase Provisions

If the proposed development does not proceed as stipulated within a twenty-our (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 payment of the original purchase price plus interest at four percent (4%) 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 TWO

2.0 DESIGN AND PLAN SUBMISSION REVIEW PROCESS

2.1 The DRB

TDC has established the DRB, 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 registered Civil Engineer and a commercial real estate developer all of whom live within Knox County.

As long as TDC has an interest in real property at the Center subject to this declaration, exclusive of public roadways and other common areas, then all members of the DRB shall be appointed by TDC. Each member of the DRB shall serve at the pleasure of TDC, and each such member can be removed at any time, with or without cause. If TDC ceases to be owner or occupant of any real property in the Center, then all of the DRB shall be elected by the owners of the Center.

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

Approval of plans and improvements shall be at the sole discretion of the DRB. By purchasing property in the park, each owner or buyer accepts the authority of the design guidelines and agrees to the DRB's authority.



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The rationale for DRB approval, conditions, or denial shall be included in the minutes of the DRB meeting where decisions are made. Correspondence regarding denials to applicants shall cite the specific section of the design guidelines for the Center which underlay the rationale for denial.

2.2 Requirements for the Granting of a Waiver or Special Exception

The DRB may issue waivers for the standards set forth in this document. However, if an applicant cannot fully satisfy the conditions required by the DRB, 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 DRB 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 each of the following.

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

2.3 Approval of Plans

General

No changes of any kind shall be made to a parcel until plans prepared by an Architect, Landscape Architect, and/or Engineer (each licensed to practice in the State of Tennessee) have been approved by the DRB. Plans for improvements to the parcel's landscaping must be received and reviewed by the DRB before such improvements may be installed on the parcel. Each DRB 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 recuse themselves from voting on the matter.

Only plans stamped "Approved" by the DRB under the Center regulations may be used by the tenant's contractors. The DRB shall either approve or disapprove any plans submitted to it within ten (10) working 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. Six (6) copies of the plans must be submitted. One copy will be retained by TDC. It is the owner's responsibility to ensure that the DRB be aware of all changes, corrections, and alterations.

2.4 Submittal Requirements

The following preliminary plans and submittals are required. Note that the plans must show enough detail to allow staff and the DRB to review for compliance with the Design Guidelines.



- ALTA Survey
- Plot Plan/Plat showing the proposed improvements in relation to adjacent parcels, utilities, and streets
- Plan Set Cover Sheet with an estimate of the maximum number of employees and visitors ; hours of operation; and a description of the proposed operation in enough detail to determine whether or not it is permitted under the existing zoning ordinance
- Site Plan and other Preliminary Construction Plans showing the location of buildings, sidewalks, driveways, intersections with streets, parking areas, screen walls and fences, site grading and erosion control measures, utilities, and setback requirements; any proposed waivers must be noted on the appropriate sheet
- Architectural Plans showing floor plans and elevations indicating all building materials and colors; color elevations or material samples shall be supplied
- Landscape Plan showing proposed location and description of plant material, calculations for amount of required landscaping, and a summary table with details of number and types of plants
- Exterior Lighting Plan showing location of building and lot light fixtures, cut sheets for all fixtures, and site photometric
- Sign Package including details of each sign's location, size, design, color, and lighting

2.5 Issuance of Building and Related Permits

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

2.6 Commencement of Construction

Once approval is received from the DRB and the Knox County 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 DRB, or approval for construction will be automatically revoked.

Unapproved construction or improvements by the owner are subject to immediate action by TDC or the Owners' Association. Additionally, any improvements which are part of the approved plan which are not constructed on the site are subject to immediate action by TDC or the Owners' Association.

SECTION THREE

3.0 DESIGN GUIDELINES

The Center is located within the boundaries of TTCDA and has a Technology Overlay (TO). The front portion of the Center is zoned CA (Commercial A) while the back portion of the Center is zoned BP (Business Park).

3.1 Guideline Format

The format for the design guidelines is as follows:

- A design element is identified.
- Statements of intent are presented pertaining to each particular design element. The intent shall be met in order for the development plans to proceed through design review.
- Guidelines, based on established design principles, are provided as ways to satisfy the intent. Guideline statements which include minimum/maximum requirements and/or use the term “shall” are always mandatory.

Example:

Building Entry Areas – (Design Element)

Intent: -- (This shall be accomplished in order to proceed through design review)

The building entry shall be clearly defined and shall provide space for safe and easy movement between the indoors and the outdoors.

Guidelines: -- (These are recommended and/or required ways to meet the intent)

- Differentiate the entry area from the balance of the building face with a change in setback, color, texture, pattern, and/or materials.

The design guidelines have been formatted in this manner to emphasize design performance and quality rather than strict quantitative requirements. This format fosters designs which are responsive to the unique requirements of each facility and to the unique challenges and opportunities of each building site. TDC and the DRB encourage alternative design solutions, but will review plans to assure all design solutions meet the stated intent of the guidelines and support the overall plans for the Center.

3.2 Design Objectives

These design objectives guide the Center’s overall plan and should be used to guide the development of individual parcels.

- Foster a unified Center design which supports the Technology Corridor concept and serve as a planning and design example for future business parks.
- Locate buildings and parking so that any appropriate existing vegetation is maintained and utilized as screening and buffering.

- Minimize the operational and visual intrusion of loading and storage areas by locating them where they will be least visible or by screening them from unrelated activity within the Center and/or along Center boundaries.
- Create an internal vehicular and pedestrian circulation system which facilitates separation of commercial and employee traffic.
- Foster superior quality in architecture and landscape design throughout the Center while emphasizing low maintenance requirements.
- Incorporate design solutions which will serve to minimize and/or mitigate the potential impact of on-site uses.

3.3 Design Terms

The following definitions are applicable to the terms as they are used in the design guidelines for the Center.

- **Design Review** is a process which has been adopted by TDC whereby development plans/proposals are evaluated by the DRB for their compliance with these design guidelines.
- **Design Guidelines** are statements and graphics intended to direct the planning and development of the built environment in a particular manner or style so that the end result contributes positively to the overall environment.
- **A unified design** is where each of the individual elements, such as building orientations, building forms, materials, colors, landscaping, pavement, lighting, signs, etc., when joined together, appear as a logical and aesthetically integrated whole. The elements (of each parcel and the park) should be conceived as part of a “family,” not identical in appearance but designed with similar or complementary characteristics. Some repetition of elements also contributes to a unified design, but care should be taken not to repeat entire building or landscape designs.
- **Streetscape** refers to all the elements which are in view from points along a street.
- **Articulate** means to give emphasis to or distinctly mark off a particular building element. An articulated facade would be the emphasis of elements on the face of a wall -- could be a change in setback, a change in material, etc.; anything which emphasizes that particular building face.
- **Building mass** means the building’s expanse or bulk and is typically used in reference to structures of considerable size.
- **Public building face** refers to any building side which is visible from public right-of-ways.
- **Front building face** refers to any building face which can be touched by a line drawn perpendicular to the street and/or the face(s) which contains the public entry. When elements, such as parking, are encouraged to locate at the **side and rear of buildings** these would be areas parallel to building faces, which cannot be touched by lines drawn parallel to the street.

- **Swales** are low lying or depressed stretches of land which carry storm water runoff. Swales are typically wide, gently sloping, and covered by grass.
- The term **setback** has been used as a prescribed distance or an area between one element and another. Within these guidelines, the term describes:
 - The minimum distance and the area measured from the property line to the interior of a parcel where buildings may be constructed.
 - The required distance and the area between the edge of parking lot pavement and the property line or building face.
- A **buffer** is an area provided to ease the conflict between two dissimilar uses. It is intended to mitigate unwanted views, noise, and glare and to effectively provide greater privacy to neighboring land uses. The buffer typically consists of materials which will serve this purpose, such as plant material, walls, fences, and/or a significant land area to separate the conflicting uses.
- The term **screen** is often used interchangeably with “buffer” and a screen may act as a buffer, however the sole purpose is to block unwanted views. Therefore, the screen should consist of materials whose opacity and height will be effective in blocking unwanted views.
- **Caliper**, in landscape and nursery usage, is the diameter of a tree measured six inches above the ground line for up to a four inch caliper tree. The diameter is measured twelve inches above the ground line for plants which have a caliper greater than four inches.
- **Footcandle** refers to the amount of illumination on a surface at a single point. One footcandle is equal to one lumen (measurement of the amount of light energy emitted by a light source) uniformly distributed over an area of one square foot. The amount of illumination incident on a surface varies with the intensity of the source in the direction of the surface, the distance between the source and the surface, and the angle of incidence.

3.4 Project-wide Design Guidelines

TTCDA Design Guidelines were revised in April 2010. The revised TDC design guidelines are based on the new TTCDA Design Guidelines. Applicants should refer to the Knox County Zoning Ordinance and to the TTCDA Design Guidelines, as amended from time-to-time, for specific requirements. Where there are differences in requirements, applicant should use the most stringent requirement.

3.4.1 Site Development

Intent:

Development shall be sited with minimal negative impact on the land and surroundings and to highlight areas of architectural or natural interest.

Guidelines:

- Site buildings and parking to preserve as much of the existing vegetation as possible, utilizing it as a natural buffer or screen.
- Site development where the topography is least restrictive -- requiring the least amount of site excavation.

- Buildings should be located and/or designed to maintain scenic views from Pellissippi Parkway and Hardin Valley Road.
- Orient buildings, parking, storage, and loading areas to reduce poor views, noise, and glare off-site. When this is not feasible because of the operational needs of the individual users, the operational needs shall be met and additional steps to mitigate the negative effects shall be required -- screening, buffering, etc.

3.4.2 Building Setbacks

Intent:

The setbacks required shall provide sufficient space around development to contribute to the appearance of open space and provide some separation between uses.

Guidelines:

- For new construction, the new setback requirements will be applied. For expansions/ modification to existing buildings, the new setback requirements will be applied, unless doing so deviates in a way that is detrimental to the overall appearance of the park. Applicants may request waivers to the new setbacks.
- The front setback shall apply to all sides of parcels with a main building with a front building face.
- If a single business uses two or more parcels with a common boundary line, the side setback restrictions at the common boundary line may be waived by the DRB.

TTCDA Required Minimum Setbacks (subject to change by TTCDA)	
Yard Location	Minimum Setback
Front – 1-Story Building	20 Feet/60 Feet*
Front – 2-Story Building	25 Feet/70 Feet*
Front – 3-Story Building	30 Feet/80 Feet*
Side	20 Feet
Rear	20 Feet
Abutting Residential Zone	100 Feet

*With parking in the front yard

3.4.3 Development Density / Building Height

Intent:

Density of development on the site shall ensure sufficient open green areas and the density and height shall contribute to a campus-like environment with protected scenic views along the Technology Corridor.

Guidelines (from TTCDA Design Guidelines):

TTCDA Development Density (subject to change by TTCDA)	
Ground Area Coverage (divide area of a lot covered by a building by the gross area of the lot)	<= 25%
Floor Area Ratio (divide gross floor area of buildings by the gross area of the lot)	<= 30% <= 40% with under-building parking structure
Impervious Area Ratio (divide gross area of all impervious surfaces – buildings, roads, parking lots, sidewalks, and other pavement - by the gross area of the lot)	<= 70%
Maximum Building Height (measured from finished grade)	90 feet

3.4.4 Grading, Drainage, and Storm Water Management

Intent:

Grading, drainage, and storm water management techniques shall be used which limit erosion, establish proper drainage, and accommodate development with limited impacts on the site or adjacent sites. The results of any grading, drainage, and/or storm water management shall be visually pleasing.

Guidelines:

- Construction is prohibited in floodplains and within 50 feet of sinkholes. See Knox County Stormwater regulations for more specific requirements.
- Some areas of the Corporate Center may be subject to the Hillside and Ridgetop Development Areas (areas where natural slopes exceed 15%) requirements. The TTCDA Guidelines provide specific information for development of these areas. TDC applicants must follow those guidelines, as appropriate.

TTCDA Maximum Slope for Land Disturbance Only applicable Corporate Center land uses are shown TTCDA Guidelines provide additional information and clarification of uses (subject to change by TTCDA)	
Land Use	Slope
Office	25%
Business Park (overall development)	10%
Industrial, Manufacturing, Warehousing	10%
Retail	10%
Other	15%

- The requirements in the Tennessee Erosion & Sediment Control Handbook published by the Tennessee Department of Environment and Conservation shall be followed, as a minimum, for erosion control practices.
- No cut or fill slopes shall be greater than 3:1. Where there are existing slopes which exceed 3:1, they shall be planted with ground cover.

- Ensure adequate drainage by maintaining a minimum 2% slope across lawn areas and a minimum 1% slope on paved areas. Where driveways, walks, and parking areas cross drainage ways, culverts shall be provided to allow for natural drainage.
- Integrate grading and drainage features for each parcel with the Center's overall storm water management system. Storm water systems shall meet all the Knox County requirements and all the state and federal requirements. Combined storm water and sanitary sewers shall not be permitted.
- Minimize the amount of cut and fill and tree loss with site sensitive development and grading practices. Provide a gentle grade change at site boundaries between excavation on site and existing grades off site.
- Swales should be designed with a rounded bottom and with a gentle transition to existing grade. Grade all dry storm water management areas to follow natural forms and with gradual side slopes so they appear as naturally occurring land forms. Water tolerant vegetation is the encouraged ground cover for swales but rip rap is also an acceptable ground cover. Refuse and broken concrete shall not be permitted in swales.
- Utilize underground storm water management systems. Sheet flow storm water drainage shall not be permitted into public rights-of-way.
- Waivers to this requirement will be considered by the DRB when sustainable design methods (such as low impact design) are used.

3.4.5 Entrance Zones

Intent:

Entrances to both the park and the parcels shall be clearly defined, attractive, and safe.

Guidelines:

- Highlight entrances (at the curb cut) with special landscaping, lighting, and identification signs. The use of special paving to further delineate the entry is encouraged. All paving should be able to support anticipated loads.
- Adequate sight distances shall be maintained at all entrances.
- Turning radii, into and within, each parcel shall be designed to accommodate the largest vehicles anticipated on each site and is subject to Knox County Engineering review and regulations.
- Landscaped medians, a minimum width of ten (10) feet, shall be provided at entrances where the pavement width exceeds thirty-six (36) feet.
- Provide a visitor drop-off area near visitor entrances. Special landscaping and/or a change in pavement material are encouraged in and around the drop-off zone.
- Parking along entry drives shall not be permitted.

3.4.6 Parking

Intent:

Parking areas shall be safe, convenient, and efficient and shall have reduced negative physical and visual impacts on the site and the surroundings.

Guidelines:

- Parking areas shall not encroach on required building setbacks unless it can be shown that site conditions or building functions necessitate parking in the setback. In this case, they may be permitted to encroach no more than half the depth of the required setback.
- Screen all parking areas from roadways and adjacent properties with planting and/or earth berms. The minimum height for berms or planting should be four (4) feet above the elevation of the parking lot. When the elevation of the parking area is below the elevation of the roadway, earth berms are more effective when placed closer to the roadway. When the parking elevation is above the roadway, mounding is more effective closer to the parking. Parking areas located closer than fifty (50) feet to public rights-of-way or adjacent property lines shall be screened by evergreen planting that will obtain a minimum of five (5) feet at maturity.
- Parking areas shall be set back a minimum of twenty (20) feet from all building edges. This setback shall be landscaped with trees, shrubs, and ground cover, as well as pedestrian walkways. In the CA/TO zoned area in the Center, a waiver to a minimum of six (6) feet will be considered to this requirement, if the applicant proposes sufficiently designed sidewalks and landscaping around the building.
- Locate parking where it is convenient to building entrances and, as much as possible, where it has little negative impact on natural amenities and the overall appearance of the development. Innovative design concepts to improve parking area appearance and environmental friendliness are encouraged.
- Parking areas shall contain five hundred (500) square feet of landscaping for every twenty thousand (20,000) square feet, or fraction thereof, of paved parking area.
- Utilize berms, landscaped medians, and islands to break large parking areas into smaller lots and to shade and screen vehicles. Where medians or islands utilize existing vegetation, they are exempt from the following requirements, but shall be reviewed for effectiveness in screening, shading, and breaking up parking areas.
- Medians shall be used between every two (2) double aisles of parking. Minimum median width is eight (8) feet and the length shall be, at a minimum, equal to the length of the parking aisles it divides. Medians shall be planted and shall include plantings of a type and number which are effective in shading and breaking up the parking areas. Pedestrian walkways shall be provided through the medians when the parking aisles are oriented parallel to the building face.
- Landscaped islands shall be provided at the ends of parking bays and throughout the parking area. A minimum of one island per twelve (12) continuous parking stalls is required. Islands shall contain at least one (1) shade tree. Large islands that can accommodate several trees are preferable to multiple smaller islands with no trees. The minimum width for islands is six (6) feet, minimum length eighteen (18) feet.

- For each five thousand (5,000) square feet of parking area one (1) tree shall be provided that will obtain a minimum height of forty (40) feet at maturity.
- All parking areas shall be paved and curbed. No parking is allowed on streets or drives, or any place other than paved parking spaces.
- The number of required parking spaces shall be determined by referring to the Tennessee Technology Design Guidelines and the Knox County Zoning Ordinance.
- The minimum size of a parking space and other parking lot dimensions shall be as specified in the Knox County Zoning Ordinance.
- At a minimum, five percent (5%) of the total land area devoted to parking shall be landscaped.
- Waivers to the parking lot design requirements may be granted if the applicant proposes an overall site design using Low Impact Design (LID) or other sustainable design program.

3.4. 7 Utilities

Intent:

Utilities shall be located to reduce the visual intrusion of equipment and where they are least susceptible to damage from weather and/or moving vehicles.

Guidelines:

- All utility lines shall be located underground. When it is not feasible to do so, dark, neutral colors shall be used on poles and fixtures and they shall be located a safe distance from traffic areas. The minimum recommended distance is five (5) feet from any part of the utility structure to the edge of pavement.
- All above-ground utility structures, including those attached to poles or buildings (meters, transformers, etc.), shall be approved by the DRB.
- Screen above ground utilities and/or wall-mounted utilities with architectural elements (building setbacks, walls, fences, architectural building attachments) and/or landscaping.

East Tennessee Natural Gas, a Spectra Gas Company, owns, operates, and maintains high pressure gas pipeline facilities on its rights-of-way and easements under, upon, and through the Center site. The following guidelines/restrictions apply to this gas line facility, easements, and rights-of-way:

“The Company” refers to East Tennessee Natural Gas, of Spectra Gas Company.

- *No structures, septic tanks, drain fields, trees or other obstructions are to be erected or placed upon the Company's rights-of-way and easements.*
- *No excavations, change of grade or water impoundment within the rights-of-way and easements are to be made without the express written consent of the Company and without the presence of a Company representative.*

- *No heavy equipment is to be moved across the rights-of-way and easements prior to notifying the local supervisor.*
- *All water, sewer, gas and drain lines are to be placed underneath the existing pipelines, where practical, with a minimum of eighteen inches of clearance.*
- *All underground electric and telephone lines are to be placed underneath the pipeline, where practical, with a minimum of eighteen inches of clearance and underground electric lines are to be further protected by a six inch reinforced concrete slab extending a minimum of ten feet each direction from the centerline of the pipe.*
- *No drainage easement is to be granted on or across the rights-of-way.*
- *The rights-of-way and easements may be crossed, under certain conditions, by roads, railroads, streets, and utility lines; however, these facilities are not to be placed along and within the Company's rights-of-way and easements. The owner and/or developer is advised that in order to accommodate such facilities across the pipelines, or to accommodate any allowable change of grade, impoundment of water or excavation, the Company in many instances will be required by Federal regulations and Company requirements to alter or adjust its pipeline facilities. The Company will require that the owner and/or developer assume the financial obligation of any such required alteration or adjustment.*
- *An engineered plat of the subdivision or project, along with a profile of any streets that will cross the pipelines, must be furnished by the developer. From this, and the Company records, the Company will determine what alterations will be required, if any, and will then furnish the developer an estimate of costs and a drawing showing the necessary pipeline alterations.*
- *Questions regarding this pipeline shall be directed to the local office: (865)693-3502*

The Tennessee Valley Authority (TVA) has power transmission lines which traverse The Center. The following guidelines and restrictions apply to this power line easement and right-of-way:

- *Power line easement, in general, may be used for open space, parking lots, and small ornamental trees.*
- *Any tree which is planted within the TVA right-of-way will be subject to immediate removal by TVA.*
- *Power line easement may not be used for buildings, combustible storage, or raising the elevation of the earth above safe clearance levels.*
- *Questions about TVA's power line easement in the Center should be directed to the TVA's Electrical Systems Engineering Department at (865) 673-2215.*

3.4.8 Common Landscape Elements

Intent:

Landscape elements shall relate to and complement the architecture and landscape design of each parcel and shall be integrated with the park's overall landscape design.

Guidelines:

- Design walls and fences to be compatible with the architecture of the buildings they serve by repeating forms, materials, colors, textures, and/or patterns complementary to and consistent with the primary building. Use a consistent design in walls and fences which are within a given parcel or grouping of buildings.
- Use earth berms to provide screening (alone or in combination with plant material) and to provide visual interest in the landscape. Berm use and placement should enhance the overall Center design. Design and shape built landforms (berms, medians) to be gently rolling -- appearing as an extension of the natural landform. Built landforms with hard edges or an erratic series of small undulations are undesirable.
- Integrate planting designs with the design of walls and fences so that each complements the other.
- Locate fenced areas to the side and/or rear of parcels. Fencing shall not be permitted between a front building face and the road rights-of-way.
- All fencing materials are subject to review for appropriateness. Chain link fence should be used for security reasons only, and should be vinyl coated in a dark color to minimize its visual impact.

3.4.9 Landscape Design

Intent:

Existing and new plant materials shall be effective in relating development to the site, defining space, screening undesirable views, breaking up large building faces, and providing adequate shade in parking and pedestrian areas. Plant materials and landscape design shall contribute to a unified park appearance and shall be consistent with the Center common area landscaping.

Guidelines:

- Use planting designs which reinforce the overall planting scheme of the Center and which are well integrated with planting plans on adjoining sites.
- Use plantings which have a quality, year-round appearance around entrance areas and entry signs. Plantings should include a mix of evergreen and deciduous materials.
- Use landscaping in the foreground and background of entry signs to highlight the signs and to visually anchor them to the site.
- Maintain as many of the existing trees as possible with sensitive site lay out and building design.
- Continue the lines, forms, masses, and spaces of buildings with plant materials and planting configurations.
- Repeat planting forms, and/or materials to create a unified planting appearance.
- Mass plants, as opposed to using individual plantings, to provide visual continuity among planting areas - unless the individual is a specimen plant, intended to attract attention. Also, keep the number

of different materials used in mass plantings low (but not one type only) to unify the design. A random mix of plants scattered about the site is undesirable.

- Use plantings around the base of buildings to reduce the building mass and to break up large blank walls - choose plant materials with heights, forms, and foliage which will effectively accomplish this.
- Mix shade trees and lower growing trees and shrubs on berms, medians, and islands to effectively shade and screen parking areas.
- Choose plant materials with high resistance to disease, insects, and storm damage in addition to qualities such as seasonal color, overall form, and/or ornamental qualities. A fast growth rate is also desirable in new plant material.

Obtain plant materials from businesses which are primarily a plant nursery, and use the largest caliper or height or spread available for each plant. Minimum acceptable sizes at the time of installation are shown in the following table.

Landscape Material Specifications	
Shade Tree	3 ½ inch caliper
Evergreen Tree	6-8 feet height
Ornamental Tree	8-10 feet height
Large Deciduous Shrubs	3-4 foot height, 2 ½-3 foot spread
Evergreen Shrubs	18-24 inch height and spread
Low Spreading Shrubs	15-18 inch spread

- All planting stock and planting methods shall conform to the standards of the American Association of Nurserymen.

All landscaping shall be properly maintained. Any tree, shrub or ground cover which does not survive shall be replaced with the same or similar planting material. The owner of the parcel, where the failing plant exists, is responsible for replacement and shall do so in a timely manner (6 months maximum). TDC (or the subsequent owners' association) is responsible for maintenance and replacement of failed landscape material in public areas of the Center -- at the Center entry and within rights-of-way.

3.4.10 Building Entry Areas

Intent:

The building entry shall be clearly defined and shall provide space for safe and easy movement between the indoors and the outdoors

Guidelines:

- Differentiate the entry area from the rest of the building face with a change in setback, color, texture, pattern, and/or material.
- Delineate a space outside the entry with plant materials, mounding, walls, paving, or overhead features to create a transition space between the entry and the outdoors.
- Differentiate the paving at the entry from the sidewalks or parking areas by changing the width, the color, the material, the scoring pattern, or the finish.

- Use overhead features such as building overhangs, porches, arbors, canopies, etc. to define the entry and to provide overhead protection in the transition space. Tree canopies can also provide the overhead feature in the transition area.

3.4.11 Building Form

Intent:

The Building form shall reduce the apparent mass of large buildings, give buildings visual interest, and relate buildings to the site and to other buildings within the business park.

Guidelines:

- When the building use allows, reflect the character of the physical setting through building forms by using low, horizontal forms when buildings are in open areas and more vertical, compact forms in wooded area.
- Articulate the building base through a change in setbacks and/or materials. Walls which extend out from buildings and into the site help unify buildings with the site.
- Utilize windows to establish a relationship between indoors and outdoors and to further define the building's character. Where windows pose security issues, secure locations and/or special glass (glass block, tinted, etc.) should be used, rather than completely removing windows from the building face.
- Provide a distinctly different architectural treatment at the ground or lower levels of buildings to reduce the building mass. Examples of ways to differentiate the base include: articulating the building base, changing materials, colors, or textures, using overhangs, and window detailing.
- Emphasize architectural elements such as roof lines, windows, and entries to help break up large building faces and blank walls into smaller identifiable parts.
- Utilize plant materials, of an effective size and scale, to visually break up large building faces and blank walls into smaller identifiable parts. Plant materials shall be used when architectural elements are not emphasized.
- Any building face which is visible from a public right-of-way shall not be blank. Architectural elements and/or landscaping of a scale which will be effective in breaking up the blank wall shall be used.
- Use some uniformity (not repetition) of building details, scale, proportions, textures, materials, colors and overall building forms throughout the corporate center.

3.4.12 Building Materials

Intent:

Materials shall be used to establish a look of quality and permanence and to create some visual interest in buildings, walls, and fences. Materials shall also be used to contribute to a unified park design.

Guidelines:

- Use materials which will age without deteriorating given a minimum level of maintenance.
- Use materials consistently throughout the park to further unify the overall park design.
- Building materials which are encouraged include: brick, stone, stone veneers, and stucco type materials. Metal is acceptable in limited amounts, however all metal buildings are unacceptable.
- Repeat the building face materials and patterns on architectural or screening walls, retaining walls, and other hardscape features.
- Use primary and secondary materials of different colors and textures to add architectural interest.

3.4.13 Colors

Intent:

Colors shall be used to establish an appearance of quality, to provide visual interest to buildings, walls, and fences, and to contribute to a unified park design. Building colors shall blend with the natural landscape and shall not be in sharp contrast with other buildings in the Center.

Guidelines:

- Colors recommended for primary building coverage include neutral earth tones which have subdued color intensity.
- Accent colors (colors other than the primary building color) shall be used in limited amounts relative to the primary building color. Accents are encouraged, and should be used to emphasize architectural elements such as windows and doors, and/or in patterns on the building face. Buildings which are all one color are undesirable.
- A change in color, color patterns, or a change in materials shall be used to visually break up large building facades.
- Repeat the primary building color on walls which extend into the site or are used for screening. If accent colors are used on the wall they should be the same accent colors which are on the building.
- Radical use of intense or bright colors and/or color patterns is unacceptable.
- All color schemes are subject to review by the DRB.

3.4.14 Service/Storage (accessory structures)

Intent:

Service/storage areas (service storage areas, loading areas, refuse containers, and all ground-mounted service equipment, chillers, condensing units, transformers, trash collection equipment, etc.) shall be located and/or screened so they are safe and not visible from building entry areas, roadways, and neighboring properties. Service/storage accessory structures shall be integrated with the overall building and parcel design.

Guidelines:

- Locate service/storage areas, loading, and refuse containers within the buildings. When such functions cannot be housed within the building, they shall be located where they are least visible from adjacent properties, building entry areas (both on-site and from neighboring buildings), or from roadways.
- All accessory structures shall be screened. Materials typically used for screening include earth mounding, plantings, walls, and fences -- used individually or in some combination. To be effective, the height shall be sized to screen the accessory structure or items being stored, but as a minimum, plantings, walls, and fences shall be at least six (6) feet high. Proposed earth mounding shall be evaluated for effective screen height and natural appearance.
- Walls and or fences shall be used to screen service/storage areas when the service/storage area is visible from non-service areas of adjacent properties, building entrances (both on and off site) and/or from public right-of-ways.
- Service/storage and loading areas (including the pavement) shall not encroach within the required front, side, or rear yards.
- Loading areas shall be located and designed so that no part of the vehicle extends outside the property line while loading or unloading.
- Use a canopy over loading areas which extends a minimum of ten (10) feet away from the building wall, for the length of the loading bays. Heights will vary, but shall be the minimum height above the loading doors which will allow any security lighting to be located below the canopy and which allows safe use by all loading and unloading vehicles.
- Replicate the forms, colors, and materials of the primary buildings in the design of all accessory structures and screening walls.
- Locate antennas, satellite dishes, and other transmission equipment where they are least visible from all rights-of-way and building entrance areas (on and off site). Mounting the equipment to non-public building faces or to roof areas which are screened from public view is encouraged.
- Any transmission equipment which must be visible, for functional reasons, shall be painted to blend into its surroundings and shall be screened with architectural or landscape materials consistent with the building and landscape design. When safety/security is an issue, ground mounted equipment shall be secured with walls and/or fences.

3.4.15 Rooftop Structures

Intent:

The visibility of rooftop mechanical equipment shall be decreased so the overall appearance of the building is improved.

Guidelines:

- Utilize low profile rooftop equipment and locate it to the center and rear of buildings, out of view from public roads. When equipment cannot be placed out of view, architectural screening shall be required.

- Rooftop equipment shall be screened with sloped roof lines, parapet walls and/or other architectural features when such equipment cannot be physically placed out of view from public roads. These architectural features shall be designed to appear as part of the overall building design -- repeating building forms, materials, and colors. Special consideration shall be given to appropriate and effective screening features when rooftops can be viewed from above by neighboring properties.
- The DRB shall require all rooftop equipment be painted the same color when it can be proven to the DRB that the requirements for location and/or screening are physically impossible or will result in unnecessary hardship. The color shall be established by the DRB.

3.4.16 Signs

Intent:

Signs used in the Center shall provide clear, logical, and consistent directional information; reinforce an orderly traffic pattern and flow; be legible from moving automobiles; and be located where time is allowed for decisions to be made for appropriate maneuvers. Differences in requirements for the BP zoned portion of the Center and the CA zoned portion of the Center are noted.

The design guidelines used in the Center shall be used consistently throughout the Center to give the Center a unified appearance. The guidelines specify standards for size, color, form, type style and type size, logo placement, type locations, message content, materials, and general sign locations for each type of sign. Business signs shall be consistent with the sign design guidelines for the Center.

Guidelines:

- All sign types shall conform in size and dimension to the Knox County Zoning Ordinance and the TTCDA Design Guidelines, unless otherwise noted in these TDC design guidelines.
- Additional design elements shall conform to the TTCDA Design Guidelines and to the TDC Design Guidelines, including (subject to change by TTCDA):
 - Finishes should be matte or flat as opposed to glossy or reflective finishes,
 - The number of colors on each sign shall be limited to three,
 - Materials should be similar to those used on the building, and
 - The message on the sign shall be limited to a maximum of corporate name, logo, street address, and parent company, except where otherwise allowed.
- Signs can be illuminated either through the use of properly screened ground mounted lights or by Light Emitting Diode (LED) technology. Internally illuminated signs shall not be mounted on a building wall that faces a property line that abuts residentially zoned property. The signs shall be designed so that when illuminated at night, only the letters and or logos of the sign are visible. This shall be accomplished by one of the following methods:
 - Channel letters where the raceways, conduits, and other electrical components are concealed from public view, or
 - Cabinet design with an opaque and non-reflective background with translucent letters and logos.
 - No light shall emanate through the background, the borders, sides, or any other surface of the sign or its supporting structure.

Free-Standing, Business Identity Signs

- Identity signs shall establish the image of the individual Center tenants but also repeat the overall forms, materials, and logos chosen for the Center. In the CA zoned section of the Center, corporate colors and designs may be used on the business identity signs, subject to approval by the DRB.
- Locate sign(s) to be visible at the main parcel entry but no closer than twenty (20) feet to the right-of-way.
- Free-standing business identity signs are limited to:
 - One (1) sign per building;
 - 1 square foot of sign for every linear foot of building frontage up to a maximum of one hundred (100) square feet, including both sides;
 - Six (6) feet above grade; and
 - Ground-mounted with a fully enclosed base.

Free-Standing, Multi-Tenant Signs

- Use a free-standing multi-tenant sign when there are multiple buildings on a parcel or multiple tenants in one building. Signs are limited to one per building -- multiple tenants should be listed on one sign. Individual free-standing, business identity signs shall not be permitted on parcels with a multi-tenant sign.
- Locate near the building entry area and at approximately the same location in relation to the entry areas, throughout the Center. Use standard sign housing.
- Colors and materials shall be consistent with the overall sign concept for the park and shall be complimentary to the building colors and materials on site.

Building Signs

- The sign shall be located on the building face, where it does not extend above the height of the roof eaves and shall be flush mounted.
- Buildings which have double frontage and line-of-sight visibility on Center roads, Pellissippi Parkway, and/or Hardin Valley Road will be permitted to have a building sign for each public face. All other buildings shall have one building sign.
- Roof-top signs shall not be permitted.
- Colors and materials shall be consistent with the overall sign concept for the park and shall be complimentary to the building colors and other materials on site.
- The area of building signs shall be one (1) square foot for every one (1) linear foot of building frontage with a maximum size of one hundred (100) square feet. Area shall be measured as the sum of the area of individual letters when individual letters are mounted to the building face. When a material other than the building face is used as the sign background, the outermost dimensions of the background material will be measured for size.
- Electronic Message Centers (EMCs) shall be permitted in the Center but only in the CA/TO zoned section, subject to:

- Installation as building signs only,
- LED illumination,
- Appropriate cabinet and screen design (determined during TDC DRB review),
- Nine (9) second static hold time,
- No special effects (such as scrolling, blinking, or flashing),
- No video content,
- Maximum brightness: Daytime – 3,000 nits; nighttime – 750 nits; at the property line – 0.2 footcandles, and
- Meeting all other design restrictions (number, size, location, area, etc.) imposed by Knox County.

Directional and Regulatory Signs

- Locate where needed throughout the Center -- specifically at road intersections, at service entrances, and in parking areas.

Temporary Signs

- One construction sign and one “for sale” / “for lease” sign is permitted per parcel. Signs shall not exceed thirty-two (32) square feet.

3.4.17 Lighting

Intent:

Light shall be provided for the safe and efficient movement of people and vehicles with minimal light/glare off site. Lighting features shall contribute to a unified Center appearance while also distinguishing individual businesses.

Guidelines:

- Provide lighting, as needed for safe movement, along roadways and entry drives; throughout parking areas; at site, parcel, and building entrance areas; and along pedestrian walkways.
- Lighting intensity shall not exceed the following:
 - Parking lots – 2.5 foot candles
 - Ground lighting for roadways and parking lots - 0.5 footcandles
 - Use areas and entrances - 5 footcandles
 - Sidewalks, paths, and steps - average of 1 footcandle
 - Within 20 feet of adjacent residential zones – 0.2 foot candles
 - Changes in illumination requirements will be considered when they are consistent with recommendations by the current Institute of Electrical Standards for office and industrial uses.
- Light sources shall be color-corrected, high-pressure sodium on the BP/TO zoned areas of the Center. On lots zoned CA/TO, metal halide lighting shall be used in order to provide appropriate lighting and to define the commercial section of the Center. Neutral colored poles of a dark color are desired. All hardware should be vandal proof and colored to match the pole and fixture color.
- Use special fixtures at building entrance areas to help establish identity for each business. All light fixtures should be chosen to be compatible with the overall Center lighting design.

- Locate lights to avoid glare or excessive light spillage on adjacent sites and direct exterior lighting away from adjoining properties. Glare, whether direct or reflected, shall not be visible at any property line.
- Cut-off luminaries shall be used for all parking, road, and security lights to reduce the amount of glare and light spillage. The bulb shall be concave or flat and shall not be visible from the side.
- No pole light shall exceed 30 feet in height. Recommended range for the height of lights are:
 - Roadways and parking areas - 20-30 feet
 - Intermediate landscape lights and Pedestrian lights - 10-15 feet
 - Pathway lights - less than 6 feet
- Use building illumination and architectural lighting to articulate and highlight particular building features. Indirect lighting (no light source visible), overhead down lighting, and/or interior illumination which spills outside are encouraged.
- Wall-pack units shall be permitted in service areas only and the units shall be shielded to direct light downwards.

3.4.18 Sustainable Design

In order to lessen the environmental impact of TDC business parks, TDC encourages the use of any of the various sustainable design methods, including Leadership in Energy and Environmental Design (LEED), Energy Star, Low Impact Design (LID), etc.) Waivers of design guidelines for development plans using the principals of sustainable design will be favorably considered when the design is in conflict with TDC design guidelines (i.e. roof-top solar panel installation).

SECTION 4

4.0 ADMINISTRATION

4.1 Common Area Maintenance 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. At some point to be determined by TDC, the responsibilities for managing the Common Area may be turned over to an Owners' Association.

4.2 Creation of the Lien and Obligation of Assessments

Each Owner, of any Lot, by accepting a Deed for that Lot, agrees to pay annual assessments or charges. The Common Areas include planting beds, landscaped areas, common detention ponds and drainage ways, and road right-of-way adjacent to un-purchased parcels. They do not include the public roadway, except in the case of removal of snow or other miscellaneous debris from the roadway. 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 first 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.

4.3 Annual Assessments

- General - Annual assessments will be used to maintain the common areas. This assessment will be applied to maintenance of entrance landscaping and signage as well as maintenance of unimproved right-of-way. Also included is a small reserve to cover snow removal, unexpected repairs to irrigation, landscaping, lighting, signage, etc.
- Annual Assessment Amount - The annual assessment for each year shall be established by TDC staff or the Owner's Association once established, based upon actual costs incurred for common area maintenance. All Owners will receive a summary of expenditures for the prior year.
- Due Dates – The annual assessment is billed one full year in arrears. No more than sixty (60) days after the end of each fiscal year (June 30), TDC staff 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 assessment shall be due within thirty (30) days. TDC shall furnish, upon request, a certificate signed by the executive director of TDC setting forth whether the assessments on a specific Lot have been paid.
- 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 Center Treasury (under the Owners' Association) by each Owner.
 - TDC or the Owners' Association, when responsibilities are handed over to the Owners' Association, shall determine, based on actual invoices for the previous fiscal year, each Owner's pro rata share of the expenses involved in Center common area maintenance, including, but not limited to, landscape maintenance of all common areas.
 - Owner shall pay annually, upon receipt of written notice of annual assessment, their share of those expenses based on the fraction of salable acreage in the Center which they own.
 - Notice will be sent out sixty (60) days after the end of the fiscal year (June 30).
 - The Owners' Association, once it takes over responsibility for collection, may 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 Center 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.

4.4 Special Assessments

- 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. 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.

- 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.

4.5 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 or more than sixty (60) days in advance of any called Owners' 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.

4.6 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 or her 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 or her Lot.

4.7 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.

4.8 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, pursuant to a foreclosure of any first mortgage thereon or any proceeding in lien foreclosure of a first mortgage, 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

5.0 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 TDC's 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 there from.

SECTION 6

6.0 STRUCTURE OF THE OWNERS' ASSOCIATION

6.1 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.

6.2 TDC's Role

- TDC 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 Owners' 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.

6.3 Voting Rights

- At every meeting of the Members, each of the Members shall have the right to cast his or her 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 cannot 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 Owners' Association. Members who are delinquent ninety (90) days in payment may have their names published in a public notice in a newspaper of general circulation.

6.4 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.

6.5 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 design standards.

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

6.6 The Expiration Date

Once TDC sells all property in the park and as determined by the Owners, responsibility for the park may 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.

SECTION 7

7.0 MISCELLANEOUS

7.1 Severability Clause

If a provision of this Agreement is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this Agreement.

7.2 Amendments

Any amendments to this document will require the signature of (a) each property owner whose lot will be effected and (b) TDC for so long as it owns any lots.

7.3 Counterpart Execution

This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall, together, constitute one and the same instrument.



JOINDER AND CONSENT OF LOT OWNER (LOT 1)

Fifth Third Bank, N.A., a national banking corporation ("Owner"), covenanting that it is the owner of Lot 1 of Pellissippi Corporate Center (the "Property") pursuant to certain deeds recorded as Instrument No. 200802190061279 and Instrument No. 200802190061280, in the Knox County Register's Office, hereby joins the execution of the foregoing Amended and Restated Design Guidelines and Restrictive Covenants dated October 12, 2010, executed by The Development Corporation of Knox County (the "Covenants") for the purpose of granting and confirming its consent thereto and agreeing that the Covenants shall run with the land and shall bind the Owner, its successors and assigns.

Karen Seiter

[Signature]
(Signature of Lot Owner)

By: Karen Seiter

By: Jeffrey J. Smith
(Printed Name of Lot Owner)

Its: VP, Fifth Third Bank

Its: Vice President, Fifth Third Bank
(Printed Title of Lot Owner)

STATE OF Ohio
COUNTY OF Hamilton

Before me, Amie Lee Gum, of the State and County aforesaid, personally appeared Karen Seiter + Jeffrey J. Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged themselves to be VP + VP of Fifth Third Bank the within-named bargainor, a VP + VP, and that they as such VP + VP, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by themselves as VP + VP.

WITNESS my hand and seal at office in Cincinnati, OH, this 29th day of July, 2010.2013
Hamilton County

Amie Lee Gum
Notary Public

My Commission Expires: Nov. 6, 2015



AMIE LEE GUM
Notary Public, State of Ohio
My Commission Expires
November 6, 2015

JOINDER AND CONSENT OF LOT OWNER (LOT 3R)

HV Properties, a Tennessee general partnership ("Owner"), covenanting that it is the owner of Lot 3R of Pellissippi Corporate Center (the "Property") pursuant to certain deeds recorded as Instrument No. 200601060058197, Instrument No. 200608150013769, and Instrument No. 200609150024223, in the Knox County Register's Office, hereby joins the execution of the foregoing Amended and Restated Design Guidelines and Restrictive Covenants dated October 12, 2010, executed by The Development Corporation of Knox County (the "Covenants") for the purpose of granting and confirming its consent thereto and agreeing that the Covenants shall run with the land and shall bind the Owner, its successors and assigns.

[Signature]
(Signature of Lot Owner)

By: David B. Fiser
(Printed Name of Lot Owner)

Its: Partner
(Printed Title of Lot Owner)

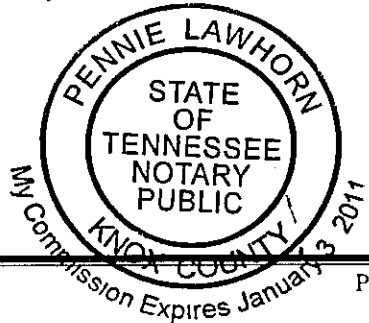
STATE OF TN.
COUNTY OF Knox

Before me, Pennie Lawhorn of the State and County aforesaid, personally appeared David B. Fiser, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged him self to be Partner of H.V. Properties the within-named bargainor, a partnership, and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by him self as partner.

WITNESS my hand and seal at office in Knox County, this 15th day of October, 2010.
Tennessee

[Signature]
Notary Public

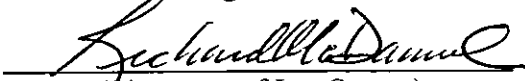
My Commission Expires: 01/03/11



1

JOINDER AND CONSENT OF LOT OWNER (LOT 5)

Team Health, Inc. ("Owner") covenanting that it is the owner of Lot 5 of Pellissippi Corporate Center (the "Property") pursuant to a certain deed recorded as **Instrument No. 200609150024227**, in the Knox County Register's Office, hereby joins the execution of the foregoing Amended and Restated Design Guidelines and Restrictive Covenants dated October 12, 2010, executed by The Development Corporation of Knox County (the "Covenants") for the purpose of granting and confirming its consent thereto and agreeing that the Covenants shall run with the land and shall bind the Owner, its successors and assigns.


(Signature of Lot Owner)

By: RICHARD MCDANIEL
(Printed Name of Lot Owner)

Its: CORPORATE VICE PRESIDENT
(Printed Title of Lot Owner)

STATE OF Tennessee
COUNTY OF KNOX

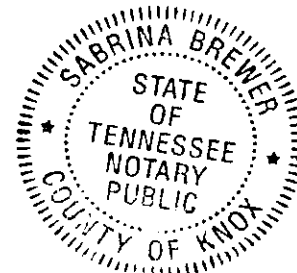
Before me, _____, of the State and County aforesaid, personally appeared Richard McDaniel, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be Corp. V.P. of TeamHealth, the within-named bargainer, a _____, and that he as such Lot owner, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by self as _____.

WITNESS my hand and seal at office in Knox County, this 1st day of November, 2010.


Notary Public

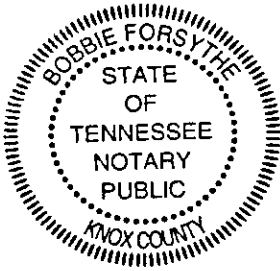
My Commission Expires: My commission expires 8/29/2012


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201309100017448



JOINDER AND CONSENT OF LOT OWNER (LOT 6R)

Y-12 Federal Credit Union ("Owner") covenanting that it is the owner of Lot 6R of Pellissippi Corporate Center (the "Property") pursuant to a certain deed recorded as Instrument No. 200510200035933, in the Knox County Register's Office, hereby joins the execution of the foregoing Amended and Restated Design Guidelines and Restrictive Covenants dated October 12, 2010, executed by The Development Corporation of Knox County (the "Covenants") for the purpose of granting and confirming its consent thereto and agreeing that the Covenants shall run with the land and shall bind the Owner, its successors and assigns.



Y-12 Federal Credit Union
(Signature of Lot Owner)

By: Y-12 Federal Credit Union.
(Printed Name of Lot Owner)

Its: Marc Carter Facilities mgr.
(Printed Title of Lot Owner)

STATE OF TN
COUNTY OF Knox

Before me, Bobbie Forsythe, of the State and County aforesaid, personally appeared Marc Carter, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged self to be Y-12 Federal Credit Union of Y-12 Federal Credit Union the within-named bargainor, a Y-12 Federal Credit Union, and that he as such Y-12 Federal Credit Union, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by self as Y-12 Federal Credit Union.

WITNESS my hand and seal at office in _____, this 10 day of November, 2010.

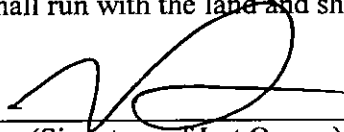
Bobbie Forsythe
Notary Public

My Commission Expires: 01-03-2011

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JOINDER AND CONSENT OF LOT OWNER (LOT 7R)

Lexington Knoxville LLC, a Delaware limited liability company ("Owner"), covenanting that it is the owner of Lot 7R of Pellissippi Corporate Center (the "Property") pursuant to a certain deed recorded as **Instrument No. 200209030018790**, in the Knox County Register's Office, hereby joins the execution of the foregoing Amended and Restated Design Guidelines and Restrictive Covenants dated October 12, 2010, executed by The Development Corporation of Knox County (the "Covenants") for the purpose of granting and confirming its consent thereto and agreeing that the Covenants shall run with the land and shall bind the Owner, its successors and assigns.



(Signature of Lot Owner)

By: Joseph S. Bonventre
(Printed Name of Lot Owner)

Its: Vice President
(Printed Title of Lot Owner)

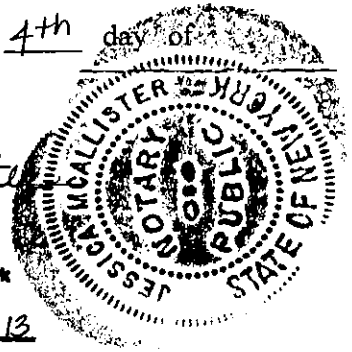
STATE OF New York
COUNTY OF New York

Before me, Jessica McAllister, of the State and County aforesaid, personally appeared Joseph Bonventre, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be Vice President of Lexington Knoxville LLC the within-named bargainer, a limited liability company and that he as such Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as Vice President.

WITNESS my hand and seal at office in New York, this 4th day of November, 2010.

Jessica McAllister
Notary Public

JESSICA MCALLISTER
Notary Public, State of New York
No. 01MC6135863
Qualified in New York County
Commission Expires October 24, 13



My Commission Expires: _____


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JOINDER AND CONSENT OF LOT OWNER (LOTS 11, 12, & 13R)

The Industrial Development Board of the County of Knox ("Owner") covenanting that it is the owner of Lots 11, 12, and 13R of Pellissippi Corporate Center (the "Property") pursuant to a certain deed recorded as Instrument No. 200607170004533, in the Knox County Register's Office, hereby joins the execution of the foregoing Amended and Restated Design Guidelines and Restrictive Covenants dated October 12, 2010, executed by The Development Corporation of Knox County (the "Covenants") for the purpose of granting and confirming its consent thereto and agreeing that the Covenants shall run with the land and shall bind the Owner, its successors and assigns.



(Signature of Lot Owner)

By: EDWARD L. POORE
(Printed Name of Lot Owner)

Its: _____
(Printed Title of Lot Owner)

STATE OF TN
COUNTY OF Knox

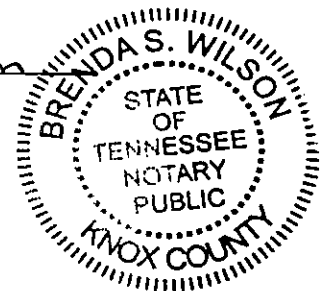
Before me, Brenda S. Wilson of the State and County aforesaid, personally appeared Edward L. Poore, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be Chair of Indus. Dev. Bd. of Co. of Knox the within-named bargainer, a _____, and that he as such Chair, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as Chair.

WITNESS my hand and seal at office in Knoxville, this 11th day of November, 2010.

Brenda S. Wilson
Notary Public

My Commission Expires: April 1, 2013

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JOINDER AND CONSENT OF LOT OWNER (Lot 14R)

TYCO, INC./ADT NORTH AMERICA, successor by merger to Brink's Home Security, INC. ("Owner") covenanting that it is the owner of Lot 14R of Pellissippi Corporate Center (the "Property") pursuant to merger following the recording certain deeds to Brink's Home Security, Inc. recorded as **Instrument No. 200504150082034** and **Instrument No. 200511160044124**, both in the Knox County Register's Office, hereby joins the execution of the foregoing Amended and Restated Design Guidelines and Restrictive Covenants dated October 12, 2010, executed by The Development Corporation of Knox County (the "Covenants") for the purpose of granting and confirming its consent thereto and agreeing that the Covenants shall run with the land and shall bind the Owner, its successors and assigns.

TYCO, INC./ADT NORTH AMERICA

By: [Signature]
Its: DIRECTOR, Knoxville CMC

STATE OF Tennessee
COUNTY OF KNOX

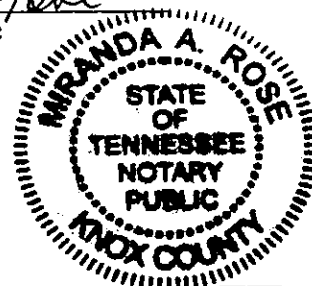
Before me, Miranda A. Rose, of the State and County aforesaid, personally appeared Robert Duncan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged his self to be CENTER DIRECTOR of TYCO, INC./ADT NORTH AMERICA, the within-named bargainer, a CORPORATION, and that he as such CENTER DIRECTOR, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by his self as Center Director.

WITNESS my hand and seal at office in Knoxville, TN, this 21st day of June, 2010.

Miranda A. Rose
Notary Public

My Commission Expires: _____

My commission expires June 03, 2014



JOINDER AND CONSENT OF LOT OWNER (LOT 16R-1 & 16R-2)

Pellissippi Partners, LLC, a Tennessee limited liability company ("Owner"), covenanting that it is the owner of Lots 16R-1 & 16R-2 of Pellissippi Corporate Center (the "Property") pursuant to certain deeds recorded as Instrument No. 200104160069513, 200308220022816, and Instrument No. 200510270038027 (Certificate Merger), in the Knox County Register's Office, hereby joins the execution of the foregoing Amended and Restated Design Guidelines and Restrictive Covenants dated October 12, 2010, executed by The Development Corporation of Knox County (the "Covenants") for the purpose of granting and confirming its consent thereto and agreeing that the Covenants shall run with the land and shall bind the Owner, its successors and assigns.

[Signature]
(Signature of Lot Owner)

By: Randall L. Gibson
(Printed Name of Lot Owner)

Its: Chief Manager
(Printed Title of Lot Owner)

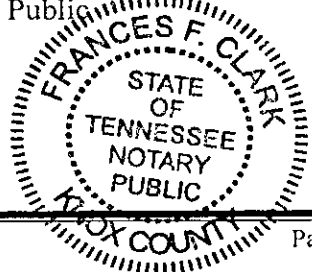
STATE OF TN
COUNTY OF Knox

Before me, [Signature], of the State and County aforesaid, personally appeared Randall L. Gibson with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be Chief Manager of Pellissippi Partners, LLC the within-named bargainor, a company, and that he as such Chief Manager executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as Chief Manager

WITNESS my hand and seal at office in Knoxville, TN, this 24th day of November 2010.

Frances F. Clark
Notary Public

My Commission Expires: 11/4/12



JOINDER AND CONSENT OF LOT OWNER (LOT 17)

Pellissippi Investors, LLC, a Tennessee general partnership ("Owner"), covenanting that it is the owner of Lot 17 of Pellissippi Corporate Center (the "Property") pursuant to certain deeds recorded as **Instrument No. 200211200044961 and Instrument No. 200211200044963**, in the Knox County Register's Office, hereby joins the execution of the foregoing Amended and Restated Design Guidelines and Restrictive Covenants dated October 12, 2010, executed by The Development Corporation of Knox County (the "Covenants") for the purpose of granting and confirming its consent thereto and agreeing that the Covenants shall run with the land and shall bind the Owner, its successors and assigns.

Michael S. Malicote
(Signature of Lot Owner)

By: MICHAEL S. MALICOTE
(Printed Name of Lot Owner)

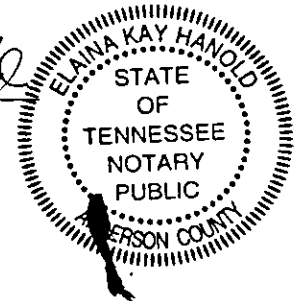
Its: GENERAL PARTNER
(Printed Title of Lot Owner)

STATE OF Tennessee
COUNTY OF Anderson

Before me, Elaina Hanold, of the State and County aforesaid, personally appeared Michael S. Malicote, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged ___self to be _____ of _____, the within-named bargainer, a _____, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by ___self as _____.

WITNESS my hand and seal at office in _____, this 31st day of January, 2016. eh

Elaina Kay Hanold
Notary Public



My Commission Expires: 6/25/14

JOINDER AND CONSENT OF LOT OWNER (LOT 18-R)

HV Properties, a Tennessee general partnership ("Owner"), covenanting that it is the owner of Lot 18-R of Pellissippi Corporate Center (the "Property") pursuant to a certain deed recorded as Instrument No. 200603310081631, in the Knox County Register's Office, hereby joins the execution of the foregoing Amended and Restated Design Guidelines and Restrictive Covenants dated October 12, 2010, executed by The Development Corporation of Knox County (the "Covenants") for the purpose of granting and confirming its consent thereto and agreeing that the Covenants shall run with the land and shall bind the Owner, its successors and assigns.

[Signature]
(Signature of Lot Owner)

By: David B. Fiser
(Printed Name of Lot Owner)

Its: Partner
(Printed Title of Lot Owner)

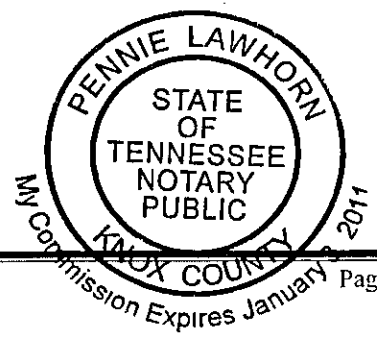
STATE OF TN
COUNTY OF Knox

Before me, Pennie Lawhorn of the State and County aforesaid, personally appeared David B. Fiser, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged him self to be Partner of H.V. Properties the within-named bargainor, a partnership, and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by him self as partner.

WITNESS my hand and seal at office in Knox County, this 15th day of October, 2010.
Tennessee

[Signature]
Notary Public

My Commission Expires: 01/03/11



JOINDER AND CONSENT OF LOT OWNER (LOT 19R)

Home Federal Bank of Tennessee ("Owner") covenanting that it is the owner of Lot 19R of Pellissippi Corporate Center (the "Property") pursuant to a certain deed recorded as Instrument No. 200802140060592, in the Knox County Register's Office, hereby joins the execution of the foregoing Amended and Restated Design Guidelines and Restrictive Covenants dated October 12, 2010, executed by The Development Corporation of Knox County (the "Covenants") for the purpose of granting and confirming its consent thereto and agreeing that the Covenants shall run with the land and shall bind the Owner, its successors and assigns.

Home Federal Bank of Tennessee _____
(Signature of Lot Owner)

By: Cheryl E. Light
(Printed Name of Lot Owner)

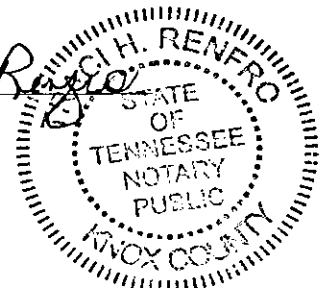
Its: Senior Vice-President
(Printed Title of Lot Owner)

STATE OF Tennessee
COUNTY OF Knox

Before me, Traci H. Renfro, of the State and County aforesaid, personally appeared Cheryl Light, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged herself to be Senior Vice President of Home Federal Bank the within-named bargainer, a Senior Vice President, and that he as such Senior Vice President executed the foregoing instrument for the purpose therein contained, by signing the name of the company by herself as Senior Vice President

WITNESS my hand and seal at office in Knox County, this 3rd day of November, 2010.

Traci H. Renfro
Notary Public



My Commission Expires: Sept. 1, 2013

JOINDER AND CONSENT OF LOT OWNER (LOTS 8, 9, 10, & 15)

The Development Corporation of Knox County ("Owner") covenanting that it is the owner of Lot 8, 9, 10, & 15 of Pellissippi Corporate Center (the "Property") pursuant to a certain deed recorded as Warranty Book 2279, page 592, in the Knox County Register's Office, hereby joins the execution of the foregoing Amended and Restated Design Guidelines and Restrictive Covenants dated October 12, 2010, executed by The Development Corporation of Knox County (the "Covenants") for the purpose of granting and confirming its consent thereto and agreeing that the Covenants shall run with the land and shall bind the Owner, its successors and assigns.

Roger D. Osborne
(Signature of Lot Owner)

By: Roger D. Osborne
(Printed Name of Lot Owner)

Its: CHAIRMAN
(Printed Title of Lot Owner)

STATE OF TN
COUNTY OF Knox

Before me, Brenda S. Wilson, of the State and County aforesaid, personally appeared Roger D. Osborne, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be Chairman of TDC, the within-named bargainor, a Chairman, and that he as such Chairman, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as Chairman.

WITNESS my hand and seal at office in Knoxville this 16th day of November, 2010.

Brenda S. Wilson
Notary Public



My Commission Expires: April 1, 2013