

**RESTRICTIONS, COVENANTS REGULATIONS AND CONDITIONS  
FOR  
I-65 COMMERCE PARK**

WHEREAS, I-65 COMMERCE PARK (“Commerce Park”) is owned by the CITY OF LEWISBURG (“City”) and located in the City of Lewisburg, Marshall County, Tennessee, being the property acquired by the City of Lewisburg by deeds of record in Record Book 394, page 877, and Record Book 394, page 424 corrected by Correction Deed of record in Record Book 399, page 181, Register’s Office of Marshall County, Tennessee; and

WHEREAS, the City of Lewisburg, acting through and by its Industrial Development Board (“IDB”) and Planning Commission, desires to restrict, regulate and assert conditions (“Regulations”) on the use and development of and construction of improvements within the I-65 Commerce Park in addition to the City’s Zoning Ordinance and Subdivision Regulations; and

WHEREAS, the City of Lewisburg believes it and future owners of parcels in the Commerce Park will benefit from restrictions, covenants, regulations and conditions (“Restrictive Covenants”).

NOW, THEREFORE, for and in consideration of the mutual benefit of the City and future owners of parcels in Commerce Park, the City places the following restrictions, regulations and conditions on the use of parcels within the Commerce Park which shall be binding on all owners, present and future, of parcels in the Commerce Park.

**PURPOSE**

The purpose of these regulations is to preserve and enhance the values of parcels and improvements within the Commerce Park through the establishment and enforcement of minimum use, development, architectural, and construction standards. These regulations are intended and designed to create and maintain a safe, attractive, consistent and harmonious commerce park by addressing improvement placements, setback lines from streets and lot

lines, landscaping standards, screening of unattractive uses and improvements from the public and adjacent properties, minimum standards for facades, and fire safety features.

### DEFINITIONS

Words, phrases, abbreviations, etc. not herein defined shall have definitions and meanings as stated in Section 2.020 of the City's Zoning Ordinance and Section 6-102 of the Subdivision Regulations.

- a) Architectural Committee means that committee composed of the City Manager, Director of Economic Development and Chairman of the IDB.
- b) Building Inspector means the person appointed to that office by the Marshall County Commission.
- c) Code Enforcement Officer means that person appointed to that office by the City Manager.
- d) Director of Economic Development means that person appointed to that office by the City Manager.
- e) IDB means the Industrial Development Board of the City of Lewisburg, Tennessee.
- e) Building Permit means a written authorization from the Building Inspector to commence work on an improvement in the Commerce Park.
- f) City means the City of Lewisburg, Tennessee.
- g) Codes mean all applicable zoning ordinances, subdivision regulations and building codes adopted by the City.
- h) Building Setback Line has the same meaning as in the City's Zoning Ordinance.
- i) Improvement means the process or result of any preparation and/or construction activities that includes but is not limited to the construction of buildings or structures, whether principal or accessory thereto, sidewalks, driveways, parking lots, loading docks, service or trash collection areas, above and below ground utility installations, signs, retaining walls, screening fences and/or walls, landscaping improvements, and any type of structure installed above ground.

j) Parcel means any division of land of not less than one (1) acre within the Commerce Park intended for transfer of ownership or development whether immediate or in the future.

k) Owner means any person having a legal title to, vested or contingent interest in, or any proprietary interest in any parcel in the Commerce Park and includes the owner's authorized agent or attorney, a purchaser, a lessee, a mortgagee and fiduciary.

l) Primary Building means that building or structure in or from which the primary business of the owner is conducted.

### GENERAL RESTRICTIONS

A. No parcel shall be developed or utilized in a manner that constitutes a nuisance to or disruption of business activity for any other owner within the commerce park by reason of odor, atmospheric emissions, air pollution, light, noise, vibrations, electro magnetic, noxious, toxic or glare.

B. Only industrial and non-retail commercial businesses shall be permitted in the Commerce Park.

C. No improvement shall be commenced nor shall any exterior additions to or changes or alterations therein or thereon be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external in writing as to harmony of external design, color and location in relation to surrounding improvements and topography by the Architectural Committee. The Architectural Committee shall have the authority, in its sole discretion, to permit such variances from the provisions of these restrictive covenants, where, owing to special conditions, a literal enforcement of the provisions of these restrictive covenants would result in unnecessary hardship. The decision of the Architectural Committee shall be final and binding on all parties. In the event the Architectural Committee fails to approve or disapprove

the design and location within thirty (30) days after plans and specifications have been submitted, the design and location of the improvement shall be deemed to have been approved. Approval by the Architectural Committee is required before submitting a site plan to the City's Planning Commission.

D. After the plans and specifications have been approved by the Architectural Committee, either by approval, action or non-action within thirty (30) days from submission, a site plan may be submitted to the Planning Commission pursuant to the Zoning Ordinance.

E. Construction plans and specifications and site plan shall be deemed submitted when delivered to the Code Enforcement Officer's office.

F. In addition to his duties and authorities derived from to Zoning Ordinance, the Code Enforcement Officer shall conduct inspections as necessary to ensure compliance with these restrictive covenants.

G. The following restrictions and standards shall apply to all parcels within the Lewisburg Commerce Park unless otherwise provided by more restrictive standards in the City's Zoning Ordinance, Subdivision Regulations and Building Codes.

1. All buildings shall be designed and constructed with architecturally attractive facades as deemed appropriate and acceptable by the Architectural Committee and shall comply with the following:

- a) The exterior walls of the buildings shall be steel, masonry or a combination.
- b) No more than 50% of façade on portions of building facing a street shall be of one material unless brick, decorative brick or other masonry type material approved by the IDB.
- c) Outside colors shall be harmonious and compatible with color of natural surroundings and buildings on adjacent parcels.
- d) Utilities serving buildings shall be underground.

2. To the greatest extent possible, loading docks and service areas shall be located to not be visible from public streets and shall be located to that side of the improvement opposite and/or furthest from the street. Otherwise, loading docks and service areas shall be effectively screened from view via landscaped earthen berms or a combination of decorative masonry walls and year-round landscaping materials.

3. Private utilities, including but not limited to heating and cooling equipment, cooling towers, and electric transformers shall be screened from all public streets. Roof mounted equipment shall be screened by parapet walls or comparable architectural features.

4. No parking area shall be closer than twenty-five (25) feet to any dedicated street right-of-way or easement expressly reserved for future street extensions, or closer than fifteen (15) feet to a side or thirty (30) feet to a rear parcel line.

5. Parking areas located between a building and a public street right-of-way shall be designed, constructed and utilized exclusively for employee, customer and visitor parking. Parking and staging areas for transport and/or service vehicles shall be oriented away from abutting public streets.

6. All vehicular parking, circulation, maneuvering and staging areas shall be paved with asphalt, concrete or comparable all-weather surface and such areas shall be permanently maintained by the owner or lessee. Required parking spaces shall be per the requirements of the Zoning Ordinance. Parking spaces for employees, customers and visitors shall be marked and sufficient handicapped parking spaces shall be appropriately identified.

7. Each owner shall keep its premises, buildings, improvements and appurtenances in a safe, clean, neat, wholesome condition and shall comply in all respects with all government, health and police requirements; each owner will remove at its own expense rubbish of any character which may accumulate on its parcels; and grass, weeds, etc. shall be neatly mowed and trimmed to maintain a height not to exceed 12 inches.

8. No waste, trash, rubbish, production by-products, or materials and/or components intended for or used in the fabrication or assemble of finished goods and products shall be stored either permanently or temporarily in the open. Trash, waste and rubbish shall be kept in sanitary containers. Incinerators are not permitted. Outside storage shall be limited to active finished stock and trade associated with the on-site business activity, and shall be located on the parcel in a manner to not be readily visible from a public street or adjacent property. Outside storage areas shall be effectively screened from the street and adjacent properties by a decorative opaque fence not made of wood, decorative masonry wall, or shrubbery, all no less than six (6) feet in height. Outside storage areas shall be restricted to those portions of the parcel situated behind the primary building façade plane that is oriented towards a public street. No fence, masonry wall or similar screening shall extend beyond building set back lines into the set-back area. Bulk storage of liquids such as gasoline, propane gas, flammable liquids or petroleum products outside buildings or underground shall be permitted only with prior written consent of the Architectural Committee and subject to compliance with all governmental regulations.

9. No screening fence or wall shall be located between the primary building and a public street right-of-way.

10. The owner of any parcel shall protect and preserve the viability and integrity of existing trees as designated by the Architectural Committee and no designated tree shall be cut without the prior written approval of the Architectural Committee. Any tree 6" or more in diameter shall be replaced with a tree of 2" or more in diameter.

11. The principle use of a parcel for outdoor storage and yards shall be prohibited.

12. Signs: (a) Freestanding business signs shall be limited to monument style signs. All signs shall be constructed of high quality materials, shall be attractive and architecturally compatible with the primary building located on the parcel, and shall be permanently anchored by a structural foundation to the ground. The maximum height of monument sign shall be six (6)

feet as measured from the base of the sign at normal finished grade to the top of the highest component of the sign structure. All business signs shall be set back at least fifteen (15) feet from the street right-of-way.

b) Signs attached to buildings shall be approved by the Architectural Committee.

c) Billboards, portable signs, roof signs, banners, wind signs, pennants, ribbons, streamers, balloons or other similar kinetic signs are prohibited.

d) All signs shall comply with the City's sign ordinance unless these restrictive covenants are more restrictive.

H. Minimum Building Setback Lines:

Front 100 feet;

Rear 100 feet;

Side 50 feet;

I. Except for a temporary moveable office used during construction, no temporary or moveable building shall be placed, used or constructed on any parcel.

J. Landscaping. Landscaping plans shall be submitted to and approved by the Architectural Committee.

K. Site plans and specifications for an additional improvement(s) shall be submitted to the Architectural Committee for approval pursuant to Section C, above, and these restrictive covenants shall apply to all additional improvement(s).

L. Outside lighting attached to improvements shall be "low glare" and placed in a manner to avoid interference beyond parcel lines and free standing lighting shall be compatible with existing lighting on the public streets.

M. If a building is unoccupied for ninety (90) days or more, a Phase I Environmental Assessment shall be required before the owner or a successor owner re-occupies the building.

N. The area between State Highway 373 and the East fork of Globe Creek is designated a passive area.

O. No parcel shall be subdivided or reduced in size.

OTHER CONDITIONS

1. No conveyance of a parcel shall include or be constructed to be a conveyance of an interest in any street.

2. Construction of the primary building shall commence within 180 days from the date a parcel is conveyed or leased to the owner and construction of the primary building shall be completed within a time determined by the Architectural Committee after consultation with the owner. The completion date shall be the date a Certificate of Occupancy is issued by the Building Inspector. If construction does not commence within the 180 days, the City shall have the right to repurchase the parcel for the same amount paid by the owner or to terminate the lease to the owner. If the City elects to repurchase or terminate the lease, it shall give notice to the owner on the first working day after the expiration of the 180 days. If the City elects to terminate the lease, the owner as lessee, shall forfeit any lease payments made.

3. The IDB shall have the exclusive authority to interpret these restrictions, regulations and conditions. An owner aggrieved by the IDB's decision may, within 20 days of the date the IDB's written decision is delivered to the owner, appeal the IDB's decision to the Chancery Court of Marshall County, Tennessee.

4. The IDB reserves the right to modify these restrictions, regulations and conditions without giving notice to the owner(s); however, such modifications shall not be retroactive. In addition to modification by the City, the City and 80% of the owners of parcels in the Commerce Park may modify by written agreement and the effective date of such modifications shall be the date specified in the written agreement and such modification shall be effective and applicable to all parcels in Commerce Park.

5. These restrictions, regulations and conditions shall continue and be binding on the owners, their heirs, successors, assigns and all persons claiming under them for thirty (30)



years from the date this instrument is recorded in the Register's Office of Marshall County, Tennessee.

6. Any provision herein contained declared to be invalid by any Court of record shall not affect the validity of the other provisions, which shall remain in full force and effect.

7. Nothing herein provided, shall be construed as a limitation of an owner or the IDB acting for the City petitioning the Chancery Court of Marshall County, Tennessee, for injunctive restraining relief and damages caused by an owner's violation of the terms and provisions hereof.

PURSUANT to Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_, the City of Lewisburg has authorized and directed Robert E. Phillips, Mayor, to execute this instrument, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF LEWISBURG, TENNESSEE

By: \_\_\_\_\_  
ROBERT E. PHILLIPS  
Mayor

STATE OF TENNESSEE  
COUNTY OF MARSHALL

Personally appeared before me, a Notary Public in the County and State aforesaid, ROBERT E. PHILLIPS, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is MAYOR of the CITY OF LEWISBURG, the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand at office this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC My Commission Expires: \_\_\_\_\_.