



**Greater Grenada
Partnership**

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GRENADA COUNTY BUSINESS AND TECHNOLOGY PARK PROTECTIVE COVENANTS

(Greater Grenada Partnership; <https://greatergrenada.com/>)

ARTICLE I

PURPOSE

1.1 The purposes of these protective covenants are to assist the owner in achieving quality building and site development, to ensure orderly, attractive and lasting development, and to preserve and enhance land values.

The protective covenants provide for the review and approval of building site use, site design and site maintenance. The Declarant as the reviewing body, ensures the proper conformance of an owner's plans with these protective covenants. The Declarant is concerned with aesthetics, maintenance, operational aspects of Grenada County, community acceptance and the overall economics of this industrial park.

ARTICLE II

DEFINITIONS

2.1 Definition of Terms

- A. "Building Site" shall mean any contiguous plot of land the size and dimensions of which shall be established by the legal description in the original conveyance from Declarant to the first fee owner of said plot of land, other than Declarant. A Building Site may also be established by Declarant by an instrument in writing, executed, acknowledged and recorded by the Declarant, which designates a plot of land as a Building Site for purposes of these covenants. If two (2) or more Building Sites, as defined herein above, are acquired by the same owner in fee, such commonly owned Building Sites may, at the option of said owner be combined and treated as a single Building Site for purposes of the Covenants contained herein. Building Sites shall not be combined for purposes of subdividing or condominium development.
- B. "Improvement" shall mean and include all buildings, and roofed structures, parking areas, loading areas, trackage, fences, walls, hedges, mass planting, poles, driveways, ponds, lakes, signs, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, and any new exterior construction or exterior improvement exceeding \$5,000.00 in cost, which may not be included in any of the foregoing. It does not include garden, shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in accounting practice and which does not change exterior colors or exterior appearances. It does include both original improvements and all later changes and improvements.
- C. "Declarant" shall mean the Greater Grenada Partnership and assigns.
- D. "Owner" shall mean the party or parties owning fee title to a Building Site; provided, however, that an Owner may, upon written notice to Declarant, assign all or part of his rights but not his duties hereunder to Owner's Tenant.



- E. "Property Used in Common" shall mean and refer to those areas of the Property devoted to the common use and enjoyment of the owners of all the Building Sites, including, but not limited to parks, median strips, private streets, entrance parks and utilities.

ARTICLE III

3.1 Permitted Operations and Uses

All of the building sites are intended to be used for manufacturing, processing, assembly and distribution plants, engineering, research facilities, laboratories, warehousing, and business of a kindred nature, including accessory or directly related services in compliance with all ordinances of Grenada County.

3.2 Prohibited Operations and Uses

The operation and use of drilling for and/or removal of oil, gas, or other hydrocarbon substances on any property subject to these Protective Covenants shall not be permitted without the prior written consent of the Declarant. No annoying noises, smoke, odors, vibrations, or other nuisances shall be permitted.

The following operations and uses shall not be permitted on any property subject to the Protective Covenants:

Retail shopping centers, convenience stores and/or auto service stations
Mortuaries, funeral homes mausoleums or commercial cemeteries
Facilities of which the primary use is the manufacture or storage of hazardous chemicals or fertilizers; provided that such prohibition is not intended to, nor shall it, prohibit the storage of hazardous chemicals for use in any manufacturing or processing operation permitted in Section 3.1 to the extent any such materials are properly stored and handled in accordance with applicable laws, including without limitation, any applicable federal, state and local regulations
Residential uses
Trailer or mobile home for primary or accessory structure, except during construction
Junkyards
Commercial excavation of building or construction materials
Dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals or refuse
Fat rendering
Slaughter of animals
Refining of petroleum
Smelting of iron, tin, zinc, or other ores
The raising of animals other than for research and laboratory purposes

3.3 Other Operations and Uses

Operations and uses which are neither specifically prohibited nor specifically authorized by these Protective Covenants may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by the Declarant. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to these Protective covenants or upon the occupants thereof as determined by the Declarant.



ARTICLE IV

REGULATION OF SITE DESIGN AND IMPROVEMENTS

4.1 Review and Approval

No improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until preliminary plans and specifications therefore have been approved by the Declarant.

4.2 Building Materials and Design

A. Metal Buildings are acceptable, but fronts of main structures facing roadways shall have a masonry facing or equal finish.

B. Masonry and concrete finish:

Materials shall be approved by declarant and shall be one or more of the following:

- (1) Brick shall be of a size, type, texture, color and placement as shall be approved by Declarant.
- (2) Stone shall have a weathered face or shall be polished, fluted, or broken face to be approved by Declarant.
- (3) Concrete Masonry units shall be those generally described as “Customized Architectural Concrete Masonry Units” or shall be broken faced brick-type units with marble aggregate, in either case to be approved by Declarant. All concrete masonry units shall be coated with a coating approved by Declarant, and there shall be no exposed concrete block on the exterior of any building unless approved by Declarant.
- (4) Concrete may be poured in place, tiltup, or precast, and shall be finished in stone, textured, or coated in a manner to be approved by Declarant. All coating shall be approved by Declarant and shall have a minimum life expectancy of ten (10) years.

4.3 Parking

No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described herein below. Each Owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Adequate off-street parking shall be provided by each Owner and tenant for customers and visitors.

All off-street parking and access drives and loading areas shall be paved and property graded to assure proper drainage.

4.4 Loading Docks and Areas

A. It is preferred that loading docks and areas shall not be located on the street side of any building or structure, except that the Declarant may approve such location in writing.

B. Loading areas may not encroach setback areas, except that Declarant may approve such encroachment.



- C. Loading docks and areas shall be screened in a manner to prevent visibility from any street bordering this lot.

4.5 Outside Storage

Waste and rubbish facilities shall be property screened.

4.6 Screening

- A. Storage areas, incinerators, storage tanks, trucks based on the premises, roof objects (including fans, vents, cooling tower, skylights and all roof mounted equipment which rises above the roof line), trash containers and maintenance facilities, shall either be housed in closed buildings or otherwise completely screened from public view.
- B. Antenna or tower visible from any street shall be erected to the rear of the building.

4.7 Landscaping and Condition of Premises

- A. All areas on any site not used for building, storage, parking, walks, access roads, and loading areas shall be suitably graded and drained, seeded or sodded, and maintained in grass and landscaped areas with groundcover, flowers, trees and shrubs. Landscape plans must be submitted as part of the improvements plan for approval to the Declarant prior to building construction. Shade trees shall have a minimum circumference of 2 inches.

It shall be the responsibility of the Owner of a Building Site to landscape and maintain the area between the lot lines of said Owner's building site and the curbs of any public roadways adjacent to such Building Site

- B. Lot areas abutting Interstate 55 shall require additional landscaping for aesthetic purposes, including, at a minimum, one deciduous tree of minimum 2 inch circumference every 50 feet.

All landscaping required hereunder or otherwise to be provided on any Building Site shall be completed within sixty (60) days after substantial completion of construction of any buildings to be constructed on the Building site, provided, however, if weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as weather conditions permit. If any Owner fails to undertake and complete his landscaping within the time limit previously set forth herein, Declarant may, at its option, after giving the Owner (30) days written notice forwarded to Owner (unless with said thirty (30) day period the Owner of the building site shall proceed and thereafter pursue with diligence the completion of such landscaping), undertake and complete the landscaping of the Building Site in accordance with the landscaping plan. If Declarant undertakes and completes such landscaping because of the failure of Owner to complete the same, the costs of such landscaping shall be assessed against the Owner, and if said assessment is not paid within thirty (30) days after written notice of said assessment from Declarant, said assessment will constitute a lien on the Building Site.

- C. Required landscaping must be completed within 16 months of building occupancy.

4.8 Maintenance

- A. Each Owner of any Building Site shall keep his buildings, improvements and appurtenances thereon in a safe, clean, maintained, neat, wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each such Owner, tenant or occupant shall remove at this own expense any rubbish or trash of any character which may accumulate on its Building Site. Rubbish, trash, garbage or other waste shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed on the premises by burning in open fires.



- B. Each Owner shall pay his pro rata portion of the gross expenses for the maintenance, repairs, replacements and services required in connection with the Property Used on Common (and required in connection with Property Used in Common on additional properties hereinafter made subject to this Declaration pursuant to Article 6 hereof). Such expenses shall include, but not be limited to, lighting, landscaping, cleaning, expenses of attendants, if any, and all real property taxes.
- C. All costs of maintenance, repairs, replacements and services required for the Property Used in Common shall be assessed pro rata against each respective Building Site and failure to pay such assessment shall constitute a lien against the Property.
- D. "Pro rata" as used herein shall mean an Owner's percentage of the Property.

4.9 Signs

- A. No signs other than product or company identification signs and directional signs shall be permitted on the described property.
- B. Corporate identity signs must be placed on a building façade or on a ground mounted panel. No roof mounted billboards will be permitted.
- C. Ground mounted corporate signs must be placed on panels with a solid base constructed of materials used on the visible elevations of the building (aluminum, glass, masonry or steel).
- D. Sign lighting, if desired, must be ground mounted hidden from view from the street. Individual letters may be internally illuminated.

4.10 Lighting

While not all businesses require the same amount of illumination, Grenada County shall have an evening quality, and must provide the basic needs of safety and security. Appropriate lighting must be provided to:

- a. Delineate roads and routes of travel;
- b. Identify intersections, buildings and important organizational points.

Primary parking lot illumination will consist of sharp cut-off luminaries.

Where possible, lighting should occur as part of the architectural concept using recessed lighting in overhangs and at entrance. Sharp cut-off type fixtures reduce the visual impact of the light source while providing excellent illumination levels.

4.11 Utility Connection

All utility connections, including all electrical and telephone connections and installation of wires to buildings shall be made underground from the nearest available power source. No transformer, electric, gas or other meter of any type or other apparatus shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the Property and where placed on the surface shall be adequately screened and fenced and all such installations shall be subject to prior written approval of the Declarant. The Declarant shall have the right to grant on any Building Site, easements for utilities within the setback of any Building Site to other Owners of Building Sites.



4.12 Height Restrictions

The maximum building and structure height including roof top equipment shall not exceed a height of 60 feet.

4.13 On-Site Drainage

A. No land shall be developed, and no use shall be permitted that results in the flooding, erosion, or sedimentation of adjacent properties or drainage ways. Erosion control measures must be taken during and after construction. All runoff shall be properly channeled into a storm drain, watercourse, storage area, or other stormwater management facility.

B. All roof stormwater must be collected and discharged less than 2 feet above grade at the building or be conducted directly to the drainage system. Alternatively, roof stormwater may be discharged without collection but must be discharged in such a way as to prevent erosion and protect water quality. Each Owner shall take the necessary precautions to ensure that storm drainage from their site is not contaminated with motor vehicle fuels and lubricants, scale or other chemical compounds that are detrimental to aquatic life.

4.14 Driveways

Driveway entrances shall be located no closer than 100 feet from centerline to centerline. Driveways shall be curbed from the street curbing for at least 30 feet.

4.15 Minimum Setback and Other Yard Requirements

A. Building Setbacks:

The building setback is the distance between the front lot line and the nearest wall of the building. The front yard building setback shall be not less than 30 feet.

B. Parking Setbacks:

The minimum front yard setback for parking of customer, visitor or employee vehicles is 30 feet. The minimum side/rear setbacks for parking lots shall be not less than 5 feet. The parking of company vehicles, trucks and equipment shall be sited behind the extended line of the front building wall, except in cases proposed by the business and approved by the Declarant.

C. Fence Setbacks:

The minimum front yard setback for any fence is 30 feet.

ARTICLE V

ARCHITECTURAL REVIEW

5.1 Process

Signed plan approval by the Declarant is required prior to the undertaking of any site improvements, construction or installation, including clearing, grading, paving, signs, structures, landscaping, building additions or alterations, and subdivisions. Review should be coordinated with any required governmental approvals.



Actual construction starts, such as excavating or concrete foundations, should not commence until Final plans have been approved by the Declarant.

All submissions to the Declarant are to be made in duplicate. The review of each submission by the Declarant will be carried out within ten (10) working days from the date of each submission; and notification of recommendations or approval will be provided in writing to the owner at that time.

5.2 Interpretation and Waiver

Declarant's interest in reviewing site improvement plans is to assure that a high quality of compatible development is consistently achieved. In order to meet special situations which may not be foreseen, it may be desirable from time to time for Declarant to allow variances of certain requirements. Any variance granted is considered not to be precedent setting because the decision is being made with the welfare of overall development in mind.



EXHIBIT “A”

CERTIFICATE OF COMPLIANCE CHECKLIST

DATE:

TO: Greater Grenada Partnership

FROM:

RE: Certificate of Compliance for:

Lot or Parcel _____ Location _____

Name of Project _____ Section _____ Area _____

Are the following complete or not? (Please write below; if not complete, write completion date or estimate the date)

1. Building is located according to approved site plan.
2. Building is of approved architecture and approved color.
3. The approved landscaping has been installed.
4. The approved lighting has been installed.
5. The roof pipes, vents, louvers, flashing and utility equipment have been painted to match the surface from which they project.
6. The approved signs have been installed.
7. Air conditioning, utility equipment and outside storage areas screened according to approved plans.

Name _____

Title _____

