



Pickens County Commerce Park Protective Covenants

Pickens, South Carolina

Ordinance No. 337

1st reading: March 1, 2004

2nd reading: March 24, 2004

3rd reading: June 7, 2004

**AN ORDINANCE FOR THE PURPOSE OF
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR
PICKENS COUNTY COMMERCE PARK
PICKENS COUNTY**

Article I. RECITALS

Section 1.01 Pickens County, hereinafter referred to as “County” has a certain tract of land available in the county, being known and designated as Pickens County Commerce Park, as shown on plat titled “Survey for Pickens County of Industrial Park Site, dated, June 23, 1999, prepared by C.E. Shehan, hereinafter, defined and referred to as the “Property”. In order to establish an orderly, land use plan for the improvement and development of Property, the County desires to subject the Property to certain conditions, covenants, easements and restrictions upon and subject to which all Property shall be held, used, improved, transferred and conveyed.

Article II. GENERAL PROVISIONS

Section 2.01 The County hereby declares that the Property is now held and shall hereafter be held, transferred, sold, leased, subleased, conveyed and occupied subject to the restrictive covenants and easements herein set forth, each and all of which shall be binding upon and shall inure to the benefit of and pass with, each and every parcel of the Property and shall apply to the heirs, assigns, successors of County and all owners thereof.

Section 2.02 Purpose. The Property described in Section 1.01 herein is subject to the covenants, conditions, restrictions, and easements hereby declared to insure proper use and prompt and appropriate development and improvement of each Building Site thereof; to protect the owners of Building Sites against such improper use of surrounding Building Sites as would depreciate the value of their property; to guard against the erection thereof of structures built of improper or unsuitable materials; to insure adequate and reasonable development of said Property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on Building Sites; to prevent haphazard and inharmonious improvements of Building Sites; to secure and maintain proper setbacks from roads, and adequate free spaces between structures; and in general to provide adequately for a high quality improvement in said Property.

Every person, party, or entity who now or hereafter owns or acquires any rights, title or interest in or to any portion of the Property shall be conclusively deemed to have consented and agreed to and assumed every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such entity acquired an interest in the Property. All restrictions, conditions, covenants, and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the property; shall create a mutual, equitable servitude upon each Building Site in favor of every other Building Site; shall create reciprocal rights and obligations between the respective owners of all Building Sites; and shall, as to the owner of each Building Site, its heirs, successors and assigns, operate as covenants running with the land, for the benefit of the rest of the Property.

Section 2.03 Term. The term of this Declaration of Covenants, Conditions, Restrictions and Easements (“Declaration”) shall be a period of 10 years subsequent to the date hereof and for additional successive periods of 5 years thereafter, unless and until a majority of the Owners with the Property shall file a statement of termination or amendment of this Declaration. Any such termination or amendment shall have no effect upon easements granted or reserved herein or pursuant to this Declaration.

Section 2.04 Definitions.

1. Architectural Review Board: “Architectural Review Board” shall mean the Board established by the Pickens County Commerce Park Owners Association, a nonprofit corporation, pursuant to Article VI.

Article I. RECITALS

2. Association: “Association” shall mean the Pickens County Commerce Park Owners Association, or a nonprofit corporation of similar or different name to be selected by County, and shall be established by County at a time hereafter to be selected by County.
3. Building Site: “Building Site” shall mean any parcel or parcels or a portion thereof conveyed or leased by County and shown on any plat of the Property approved by County and recorded in the Office of the Register of Deeds, Pickens County, South Carolina, as modified or amended from time to time.
4. Common Areas: “Common Areas” shall mean and refer to those areas of the Property which are not Building Sites, including but not limited to parks, fitness trails, median strips, drainage areas, private rights of way and easements, including beautification, ponds, utility, dams, and drainage easements, sign location areas and signs located therein and property deeded or transferred to the Association as Common Area.
5. County: “County” shall mean Pickens County, a South Carolina political subdivision, its successors and assigns.

6. Improvements: “Improvements” shall mean any and all betterments, construction, enhancement, and/or development of any Building Site, or any portion thereof, and shall include without limitation all changes in site topography, underground utilities, buildings, outbuildings, parking areas, loading areas, fences, wall hedges, landscaping, mass plantings, poles, signs, monuments, sculptures, driveways, lawns, drives, trees, and shrubs, any structure of any type or kind.
7. Low Impact Development (LID): The creation of hydrologically functional landscapes that mimic the natural regime. It is decentralized stormwater management that creates disconnected distributed control.
8. Lessee: The term “Lessee” shall mean the owner of a leasehold interest in a part or all of the Property.
9. Owner: “Owner” shall mean any party and its successors, assigns, heirs and legal representatives, owning a fee simple interest in and to such Building Site or portion thereof. To the extent that the County meets the criteria for ownership set forth herein, it shall be deemed an Owner hereunder in addition to possession of the rights, powers, privileges, obligations and duties hereby specifically imposed upon are granted to the County. All restrictions and obligations set forth herein which are binding on an Owner shall also be binding on Lessees, licensees and occupants of the Property to the extent appropriate.
10. Property: “Property” shall mean that Property described in Exhibit “A” that is attached hereto and made a part hereof.

Article III. REGULATION OF IMPROVEMENTS

Section 3.01 Approval of Plans and Specifications. No Improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until plans and specifications therefor have been approved by the County and/or the Architectural Review Board as provided in Article IV hereof, or which when constructed, do not conform to the requirements set forth herein, except as otherwise provided herein. Such plans and specifications shall be consistent with the design guidelines attached hereto as **Appendix A**.

Section 3.02 Pre-Construction Meeting. Prior to the commencement of construction on any Building Site including site grading, a pre-construction meeting shall be conducted. The meeting shall include the County or County’s representative, the Owner or Owner’s representative, and the contractor, including the site-grading Contractor.

Section 3.03 Construction Vehicular Traffic. County shall have the right to control construction traffic during construction as well as access to a Building Site.

Section 3.04 Completion of Construction. After commencement of construction of an improvement on any Building Site, the owner thereof shall diligently prosecute the work thereon to the end that the improvements shall not remain in a partly finished condition any longer than

reasonably necessary for completion thereof. During construction, the owner shall cause the Building Site to remain in a reasonably neat and orderly condition, preventing the accumulation of trash and shall prevent runoff of surface water from the Building Site onto adjacent property or roads. The owner shall implement plans for approval by County to contain all sediment, including washed, windblown and gravity, within the boundaries of the Building Site and insure that all areas of the Building Site to be exposed for longer than thirty (30) days be grassed. If, at the end of a twelve (12) month period from the purchase date, construction of any improvement is not being diligently pursued by the owner, then the County shall have option to proceed with such construction or remove such incomplete construction. Costs incurred by the County relative to such construction shall be paid by the Owner.

Section 3.05 Excavation. No excavation shall be made on any Building Site except in connection with construction of Improvements thereon. Upon completion of construction of Improvements on the Building Site exposed openings shall be backfilled and disturbed ground shall be smoothly graded and landscaped.

Section 3.06 Storm drainage.

1. All Owners shall provide details of proposed storm drainage system to the County and/or the Architectural Review Board for approval. These plans and specifications shall show locations concerning all applicable storm drainage Improvements, including but not limited to size and location of underground piping, catch basins, headwalls, ditches, and swales from each Building Site to any designated easements within the Property. The use of low impact development techniques are specifically enabled and encouraged.
2. Soil reinforcement matting shall be installed across the bottom and up each side and the entire length of all exposed or open drainage swales, ditches, or channels. Grassing or appropriate ground cover shall be seeded within all such swales, ditches, or channels. Riprap shall be installed where appropriate including all storm drainage pipe openings.
3. The County shall require that the Owners provide on site water retention and detention facilities.
4. All storm drainage shall be carried to designated drainage easements and in no case shall any storm drainage from a Building Site be carried across the Owner's property line onto another Building Site except when confined within the drainage easements or in order to access a drainage easement. No drainage of a Building Site shall be constructed which would prohibit the proper drainage of other Building Sites within the Property. In no case shall any storm drainage from the Building Site be allowed to flow directly on any interior roads within the Property.
5. Owner shall at all times manage and maintain all drainage facilities, including but not limited to retention/detention ponds within its Building Site in a safe, clean,

orderly, neat and operable condition. All Owners are still subject to government ordinances that may be more stringent than this Declaration.

Section 3.07 Landscaping.

1. It is required that all Building Sites be landscaped and that plans and specifications be submitted to the County and/or Architectural Review Board for approval prior to installation. Such plans should indicate the location, size, type and height of each planting and an irrigation plan noted thereon. Such plans should reflect and take into account any landscaping which exists in the Property either within beautification easements or on adjacent property. All plans and specifications must reflect efforts to retain existing trees if any are on the Building Site.
2. The area between the building walls and the site's property lines shall be used exclusively for the planting and growing of trees, shrubs, lawn, and other ground covering or material as approved by the County and/or Architectural Review Board, except for such portions thereof as may be reasonably required for service access either to the building or parking and loading areas constructed on the site.
3. Where pavement occurs between the building and any road frontage property line for the purposes of parking, then the pavement shall be separated by a minimum of thirty (30) feet including designated easements and rights of way from the property line. The area between the pavement and the curblineline of the road shall be suitably landscaped with either berms or other landscaping treatments, which may include ground cover. The required plant material for the streetyard/ perimeter bufferyard shall meet the guidelines for a Bufferyard 1 as set forth in the Pickens County Development Standards Ordinance.
4. All landscaping shall be installed within sixty (60) days after substantial completion of construction, weather and season permitting.
5. Landscaped areas shall be perpetually maintained in a sightly and well kept condition including such replanting and replacement as is, from time to time, required.
6. Total landscaping shall include all in-ground landscaping, irrigation, planters, and other landscaping materials.
7. Areas used for parking shall be landscaped in such a manner as to interrupt or screen said areas from view from access streets, freeways, and adjacent properties. Additionally, areas used for parking may implement the use of porous surfaces (such as no fines concrete) for parking and may direct parking runoff water to bio-retention areas as an integral part of parking islands. Plant materials used for this purpose shall consist of lineal or group masses of shrubs and/or trees. Whenever the impervious (paved) cover exceeds 10,000 square feet, an area equal to 10% of the total impervious surface must be provided for landscape purposes and tree planting. This 10% requirement is to be in

addition to any required perimeter bufferyard landscaping. This interior landscaping can be accomplished by using a combination of shade trees and evergreen shrubs planted in landscape islands within the parking lot. Each island shall contain a minimum of one (1) canopy tree and two shrubs. Landscaped parking islands with canopy trees shall have a minimum size of 150 square feet.

8. Saving groupings of existing trees is strongly encouraged.
9. Landscape Accent Material: Site furnishings such as benches, waste receptacles, tables, etc. shall be in character with the building architecture and the surrounding landscape.
10. Plant material:
 - a. Trees shall be species having a minimum mature spread ranging from 15' to 40' and with a minimum mature height of 15' to 60' and installation size of 2.5" to 3" caliper. Evergreens shall be a minimum of 6' to 7' in height when installed. Dogwood and flowering trees shall be 2" minimum caliper when installed.
 - b. All shrubs shall be a minimum of 2' to 3' in height and 2' in width at installation.
 - c. Flower beds are encouraged and shall be planted in acceptable areas to create color, texture, and interest at the discretion of the landscape architect.
 - d. Plant material should be consistent with the plant vocabulary utilized in publicly landscaped areas. A suggested plant vocabulary list can be found in **Appendix B**. The plant vocabulary list is recommended only and should not be viewed as exclusive. Creative solutions and plant diversity are strongly encouraged, and all plant material shall be selected to be adapted to the anticipated water management functions of the site as well as aesthetics.

Section 3.08 Signage.

1. It is required that all sign design and locations, including identification, directional, regulatory, temporary, and informational located within the setback areas, parking facilities, on loading docks, buildings, storage areas, etc., be submitted to the County and /or Architectural Review Board for written approval prior to fabrication and installation. Submittals shall include but not be limited to location plans, sign elevations and specifications for each sign denoting location on the site, power requirements, all sign dimensions, materials, type of illumination, color(s), and other characteristics. No sign shall be erected, substituted, changed, or modified on the property without the prior written approval by the County and/or Architectural Review Board.

2. One wall-mounted sign, with logotype and symbol, is allowed on each building wall having road frontage. The intent of this sign is to identify the occupant of the building to vehicular traffic. If there is no freestanding business identification sign on the site, one and one-half (1-1/2) square feet of sign area is permitted for each linear foot of the principal building, not to exceed two hundred (200) square feet, and if there is a freestanding business identification sign, one (1) square foot of sign area is permitted for each linear foot of the principal building, not to exceed one hundred fifty (150) square feet. The sign shall mount to the face of the building with no portion of the sign projecting above the roofline.
3. The following general design guidelines should be considered prior to developing and/or budgeting for signage at this project:
 - a. Legibility is one of the most important aspects of visual communication. Signs that provide high contrast are preferred. Light letters on a dark background, or dark letters on a light background are most legible. Sign colors should complement the colors used on the structures and the project as a whole. Too many colors used simultaneously can lessen the legibility of a sign. Finally, as a general rule, letters should not occupy more than 75% of the surface space.
 - b. Materials are an important component of signage, and should be compatible with the design of the face of the facade where they are placed. Selected materials should contribute to the legibility of the sign. Following is a list of recommended materials for this project:

Metal (formed, etched, cast, engraved, and properly primed and painted to protect against corrosion).
High density pre-formed foam or similar material, painted or otherwise finished to compliment the architecture.
Glass (formed, etched, cast or sandblasted).
Wood and cloth signs are discouraged because these materials
Typically require more frequent ongoing maintenance.
Furthermore, they are consistent with the identity of this project.
 - c. Illumination of signage should be considered carefully, as it is valuable for visual communication of an identity. Back-lighted solid letters are a preferred alternative to internally illuminated letter signs for building mounted signage. Indirect front illumination, or combination lighting, of freestanding signage is preferred as it produces a more sophisticated ambiance consistent with the identity of the project. Whenever indirect lighting fixtures are used (fluorescent or incandescent), care should be taken to property shield the light source to prevent glare from spilling over into any public right-of-ways.
4. Signage must conform to the following standards:

- a. Signs for single tenant buildings shall be restricted to identification only of the person, firm, company, or corporation operating the use conducted on the site or the product sold or produced thereon. Promotional advertisement of services and/or products will not be permitted.
- b. For multi-tenant buildings, only one identification sign per building will be approved. This sign shall include the building address used for identification or individual tenants in a multi-tenant building. Listings and/or identification of individual tenants must be uniform both with regard to sign panel design and lettering style. Preferably a directory, which conforms to the park standards, will be used in such instances.
- c. All informational signage, including instructions to visitors, vendors, and customers; directional signage; designated parking areas; driveway entrances signs; or any sign other than building identification sign must be uniform both with regard to sign panel design and lettering style. Standard directional, informational, regulatory and temporary signage may be required.
- d. All temporary signs, including construction signs, “For Lease” or “For Sale” signs shall be approved by the County and/or Architectural Review Board.
- e. Signs may be illuminated but will be non-flashing and non-animated.
- f. Signs may not project above the roofline of a building.
- g. Signs may not be located within dedicated easements.
- h. The above notwithstanding, the County and/or Architectural Review Board, at its sole discretion may approve/refuse request for variances to this paragraph on a case by case basis.
- i. Strip lighting rather than floodlights shall be used for sign lighting.

(5) In addition all signage shall be in compliance with all applicable governmental laws, ordinances and regulations.

Section 3.09 Loading, Service and Outside Storage. All loading and receiving shall be conducted entirely on the Building Site at loading/receiving areas which shall not be permitted in the front yard of any Building Site or in the side yard that fronts on any interior public road. Loading and receiving areas shall be located and screened so as to minimize their visibility from any road or other right of way. No outside storage of material shall be allowed within the Property. Landscaped visual barriers, including earth mounding shall be erected so as to screen

loading and receiving areas from public roads. No materials, supplies or equipment shall be permitted to remain outside of any building. Waste, rubbish, and garbage storage facilities shall be properly screened, and the inspection and construction thereof shall be subject to the review and approval of the County and /or Architectural Review Board.

Section 3.10 Parking.

1. No parking shall be permitted on any road or any place other than on the paved parking spaces provided for and described herein below.
2. No parking shall be permitted within dedicated easement areas.
3. All parking areas and drives shall be paved with a hard surface (asphalt or concrete).
4. All parking areas located between the building and a public road shall be suitably landscaped with either berms or other landscaping treatments, which may include ground cover.
5. Each Owner shall provide adequate off-road parking for employees, tenants, occupants, customers, and visitors. The location, number and size of parking spaces shall be subject to review and approval by the County and/or Architectural Review Board, and shall comply with any applicable building and zoning laws, ordinances, and regulations.

Section 3.11 Curb Cuts and Driveways. No curb cuts or driveway access shall be allowed onto public roads, nor shall access to any other roads outside the boundaries of the Property be allowed except, however, the County and/or the Architectural Review Board , at its sole discretion, may approve/refuse request for variances on a case by case basis so long as such approval or refusal is not in violation of applicable ordinances or other governmental regulations.

Section 3.12 Utility Connections. Except as otherwise approved by the County and/or Architectural Review Board, all utility connections, including all electrical and telephone connections and installation of wires to improvements, shall be made underground from the nearest available source. Boring is required to access all utility sources which may be located within a public road or which may require crossing a public road. No transformer, electric, gas or other meter of any type or other apparatus shall be located on any power pole or hung on the outside of any building or other Improvements, but the same shall be placed at or below ground level, and where placed at ground level, shall be adequately screened. All such installations shall be subject to the prior written approval of the County and/or Architectural Review Board. The above notwithstanding, overhead electrical and telephone connections shall be permitted during the construction period of the Improvement.

Section 3.13 Utility Easements. The County hereby reserves and is given perpetual, alienable and releasable easements in the Property for the installation, operation, maintenance, repair and replacement of utilities, including water, electric, telephone, gas, sewer and communication and

emergency service lines, as well as in and to all easements for water, electricity, telephone, gas, sewer and drainage as specifically shown on the recorded plat or plats or as otherwise reserved in this Declaration. The County shall have the unrestricted and sole right and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph. All such easements, including those designated on the plat, shall remain the sole and exclusive property of the County, its successors and assigns, unless conveyed and or alienated to third parties for the purpose of providing utility services. Except as otherwise approved by the County or Architectural Review Board, all utilities within such easements shall be installed underground.

Section 3.14 Fences. No fence, wall, hedge or mass planting shall be erected, installed or permitted to remain without prior written approval of the County and/or Architectural Review Board. All fences and walls shall be landscaped according to specifications approved by the County and/or Architectural Review Board.

Section 3.15 Exterior Lighting. All exterior lighting of any nature on any Building Site shall be designed, erected, altered and maintained in accordance with plans and specifications approved by the County and/or Architectural Review Board. Exterior lighting on all Building Sites shall be limited to signs and security and safety illumination of driveways, parking lots, walks, building entrances, loading and service areas and exterior lighting of overall building surfaces.

Section 3.16 Maintenance of Building and Landscaped Areas.

- (1) Each Owner of any Building Site shall keep all Improvements thereon in a safe, clean, maintained, neat condition and shall comply in all reports with all governmental statutes, ordinances, regulations and health, police and fire requirements. Each such Owner shall remove at its own expense, on a regular basis, any rubbish or trash of any type which may accumulate on its Building Site.
- (2) Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be permitted to accumulate or be disposed of on the Property by burning or burial.
- (3) All signs permitted will be maintained in a neat and orderly manner and repainted or repaired promptly as required.
- (4) All paved areas, driveways and concrete aprons on Building Site shall be kept in good repair, and swept clean from dirt and silt. Broken or cracked curbing shall be replaced as required.
- (5) All steep banks or slopes shall be maintained with suitable grasses, trees and shrubs to prevent erosion, exposure of dirt and clay, and an unsightly appearance. Where grass is used to control erosion on a steep bank or slope, such grass shall be planted and maintained so as not to exceed a height of twelve (12") inches.

- (6) No improvements on any Building Site shall be permitted by the Owner of such Building Site to fall into such disrepair, and each such Improvement shall at all time be kept in good condition and repair, properly maintained and adequately painted or otherwise finished.
- (7) All planted grasses, trees, shrubs or other plantings shall consistently be maintained in a neat, orderly and healthy condition. All plantings and grass shall be kept free of weeds and debris, and shall be adequately fertilized and maintained. A maintenance program must be established and approved by the County and/or Architectural Review Board.
- (8) If any Building Site or landscaped area is not maintained by the Owner in a neat, safe, clean condition, the County and/or Architectural Review Board shall have the option to proceed with such maintenance. The Owner shall pay costs incurred by the County and/or Architectural Review Board relative to such maintenance. Costs not timely paid for the maintenance of any landscaped area by the Owner shall constitute a lien against the Building Site, which lien shall include all collection costs, including but not limited to, attorney's fees. Any such lien may be perfected and enforced in the same manner provided in Section 5.03 hereof subject however to the rights and liens of Institutional Lenders as set forth in Section 5.07 hereof.

Section 3.17 Height Restrictions. No building or appurtenance, including, but not limited to water towers, standpipes, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain any building, fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, shall exceed a height of 45 feet above the finished building grade without the prior written approval of the County and/or Architectural Review Board. Flagpoles can not exceed 40 feet above the finished building grade.

Section 3.18 Building Materials and Design.

- 1) Exterior Walls. The exterior walls of all buildings shall be of such materials, design and colors as may be approved in writing by the County and/or Architectural Review Board. Metal siding shall not be permitted unless specifically approved by the County and/or Architectural Review Board and in no case shall it be used for a wall facing the roadway. All concrete masonry units or concrete panels shall be finished in stone, textured, or coated in a manner to be approved by the County and/or Architectural Review Board.
- 2) Canopies. No canopies with visible wall-hangers will be permitted. Design of canopies shall be in keeping with the design of buildings including color coordination, and must be approved in writing by the County and/or Architectural Review Board.
- 3) Coverage. Unless otherwise approved by the County and/or Architectural Review Board, the

ratio of building square footage to the total square footage of any Building Site within the Property shall not exceed fifty (50%) percent.

Section 3.19 Setbacks. No building or structure or any part thereof from or projection therefrom, shall be erected nearer than forty (40') feet from the property line running parallel to the public road right-of-way, nor nearer than forty (40') feet from any side or rear property line. No building or accessory structure shall be located closer than one hundred fifty (150') feet from a residential district. A landscaped buffer area of a minimum of one hundred (100') feet shall be provided along the boundaries of the park that abut residential areas.

Section 3.20 Right to Repurchase. If, after the expiration of one (1) year from the date of execution of the sale agreement for any Building Site within the Property, any Owner shall not have begun in good faith, the construction of acceptable and approved Improvements upon said Building Site, and diligently continue and complete the construction of such improvements, in compliance in all respects with the provisions hereof, the County, may at its option, require the Owner to re-convey the Building Site, free and clear from all liens and encumbrances except this Declaration; and at such time, County, shall refund to the Owner the original purchase price, and enter into possession of said Building Site.

If a certificate of occupancy or letter of completion for shell building is not issued within eighteen (18) months of the date of commencement of construction of any Improvement or construction of any Improvement is not being diligently pursued by the Owner, then such event(s) shall be a violation of this Declaration and the County shall have the option to proceed with such construction or remove such incomplete Improvement(s). Costs incurred by the County in connection with such removal or construction shall be paid by the Owner of the Building Site. In the event County elects to remove such incomplete Improvement(s), then County shall have the right, but not the duty, to repurchase the Building Site at the original sales price, (less County's costs incurred in said removal if the same have not been paid) at any time within sixty (60) days of such removal by giving not less than 30 days prior written notice to Owner of County's exercise of its right to repurchase. Upon request of a construction or permanent mortgage, provided there is a written loan agreement requiring construction of Improvements meeting the requirements of this Declaration, County shall subordinate its repurchase rights to a construction mortgage (and a later permanent mortgage, if any), to be used for the purpose of construction of Improvements on a Building Site.

Section 3.21 Right to Re-subdivide. Once a Building Site has been purchased from the County, such parcel of land may be combined with other Building Sites, but shall not be subdivided, or a portion of the land sold, leased, or rented, unless prior written approval is given by the County and/or Architectural Review Board.

Section 3.22 Easements.

- 1) The county reserves an easement and right-of-way over, under, and along that certain Foot fitness trail within the Commerce Park, such fitness trail shown on the drawing attached hereto, and marked as Exhibit 1.

- 2) The County reserves an easement and right of way over, under and along a thirty (30') foot strip of land bordering roadways and a twenty-five (25') foot strip of land along all other property lines.
- 3) The County reserves an easement over, under and along a fifteen (15') foot strip of land along all lot lines for storm drainage purposes. This easement may run concurrent with other easements as delineated.
- 4) The County reserves easements for the construction, operation and maintenance of surface or stormwater detention or retention ponds not located entirely in the boundaries of any building site.
- 5) The foregoing easements are for and include, but are not limited to, the installation, operation, maintenance, repair, and replacement of lines, conduits, pipes, and other equipment necessary for furnishing water, sanitary sewage and/or drainage facilities, and landscaping and other plantings existing on the Property to be planted by the County and/or Architectural Review Board, or designed and planted by the Owner and approved by the County and/or Architectural Review Board. This reservation for easements shall not prevent the construction of driveways at locations approved by the County and/or Architectural Review Board over such easements provided that applicable setback requirements are maintained at all times.

Article IV. OPERATION STANDARDS

Section 4.01 Permitted Uses. Building Sites shall be utilized only for light industrial uses, office, warehousing, distribution, engineering, research facilities, laboratories and such other uses as approved by the County and/or Architectural Review Board or permitted by applicable codes or other governmental regulations, except the following shall not be permitted:

- 1) Uses determined by the County and/or Architectural Review Board to be unsafe or dangerous, such as those creating explosion or radiation hazards.
- 2) Uses determined by the County and/or Architectural Review Board to be objectionable or which constitute a nuisance, including but not limited to odor, dust, fumes, smoke, noise, glare, heat, vibration, electromechanical disturbance, refuse matter or water carried waste.
- 3) Uses determined by the County and/or Architectural Review Board to be objectionable by reason of their adverse effects on adjoining property. The County and/or Architectural Review Board shall review all proposed uses for control and regulation of odor, noise, fumes, waster, disposal and other problems affecting the property. Owners or Lessees shall not be permitted to maintain any nuisance or waste upon the premises.

Section 4.02 Damages to or Destruction of Improvements. Any Improvements on any Building Site damages in whole or in part by fire, windstorm, tornado, vandalism, strike or civil disorder, or the like, shall be repaired and restored or replaced immediately, including the removal of debris, or should it be determined by the Owner thereof not to repair or replace such Improvement, then the Owner, at its expense, shall demolish and remove the damaged Improvement from its Building Site and thereafter maintain the Building Site in a graded, maintained condition until the Building Site is again improved in accordance with the provisions hereof. In no instance shall any damaged Improvement remain on the Building Site unrepaired or unremoved for a period in excess of ninety (90) days from the date of said casualty.

If any damaged Improvement remains on the Building Site for a period in excess of ninety (90) days, the County shall have the option to proceed with work as needed to remove such damaged Improvement. The Owner shall pay costs incurred by the County and/or Architectural Review Board relative to such work. Costs not timely paid for the removal of any damaged Improvements by the Owner shall constitute a lien against the Building Site which lien shall include all collection costs including but not limited to, attorneys' fees.

Section 4.03 Right to Enter. During reasonable business hours, the County or its authorized representatives, shall have the right to enter any Building Site, but not the inside of buildings, for the purpose of ascertaining whether the restrictions provided herein may have been violated. Any such entry shall constitute an authorized entry, and the County or its authorized representatives shall not be deemed guilty of trespass or constructive eviction by reason thereof.

Article V. ASSOCIATION PURPOSE, RESPONSIBILITIES AND ASSESSMENT

Section 5.01 The Association: Powers and Duties. Once established by the County, the Association shall provide for the effective and efficient administration of this Declaration, of the Common Areas, the ownership of the Common Areas, and to assist in maintaining the safety, cleanliness, appearance and value of the Property. The Association shall manage and maintain the Common Areas owned by it, and, to the extent delegated to do so by County, administer and enforce all provisions of this Declaration, and is empowered to levy and collect assessments as needed to perform Association functions. It shall have all powers necessary to undertake and perform all acts necessary and incident to its duties, in accordance with the provisions of this Declaration and the powers and duties to be set forth, consistent herewith in the articles of incorporation and bylaws of the Association. Until such time as the Association is established by the County, all functions of the Association pursuant to this Declaration shall be carried out by the County. All owners shall be members of the Association. Notwithstanding anything in this Declaration to the contrary, County and Association reserve the right to dedicate all or a portion of the Common Areas to any appropriate governmental entity.

Section 5.02 Association Membership and Voting Rights. Every Owner shall be a member of the Association. Membership shall be appurtenant to and shall pass with the title to each Building Site, and it may not be separated from the ownership thereof. Each Building Site shall be entitled to one vote.

When more than one party or entity holds an interest in a Building Site, the one vote shall be exercised as its Owners collectively determine. The foregoing shall also comply in the event a building or buildings are developed or owned under the condominium form of ownership. Notwithstanding the foregoing, County shall have a majority vote on the Board of Directors of the Association and be entitled to elect officers thereof and shall be entitled to designate the Association's Architectural Review Board until all of the property shall have been conveyed by County or County releases its rights herein at such earlier time. The Articles and Bylaws of the Association may make further provisions and interpretations, consistent herewith, concerning membership and voting.

Section 5.03 Creation of Lien and Personal Obligation. County and its successors and assigns for each Building Site owned within the Property, hereby covenants, and each purchaser of a Building Site, by acceptance of a deed or other instrument of conveyance therefor, is deemed to covenant and agree, to promptly pay to the Association all regular assessments and any special assessments when due. The assessments shall be set and collected from time to time as hereinafter provided. The regular and special assessments shall be a charge on the Building Site against which the assessment is made. Assessments shall be paid in advance on a schedule to be set by the Association Board of Directors. Each assessment, together with interest, costs of collection and reasonable attorney's fees shall also be the personal obligation of each party or entity that was an Owner of the assessed Building Site at the time the assessment first became due and payable. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by the successor; however, the lien thereof against the Building Site shall continue even though the ownership is changed. Liens may also be imposed in favor of County or the Association for reasonable expenditures required to cure defaults or violations under this Declaration (including but not limited to failure to mow and maintain a Building Site as herein required). County or the Association, after ten (10) days prior written notice (subject to extension for a reasonable time if curative action is begun by an owner but cannot reasonably be completed within ten (10) days) shall be entitled to take curative action and the defaulting Owner shall reimburse County or Association for the reasonable expenses thereof promptly upon invoice. In default of reimbursement within twenty (20) days of delivery of notice of amounts due to such an Owner, a Statement of Lien may be filed as hereinafter provided for such amounts, in which event the lien shall also secure court costs, expenses and reasonable attorneys fees involved in enforcement of the lien.

Section 5.04 Purpose of Assessments. The assessments shall be levied by the Board of Directors of the Association solely for the care, maintenance, improvement, repair and operation of Association properties, including the signs and landscaped entrances, the roads and rights of way and drainage systems, a road lighting system and other Common Areas. Assessments shall be used to support services which the Association is authorized or required to provide, including but not limited to, the payment of taxes and governmental assessments on Common Areas, the purchase of insurance, providing security for the Property, the operation and maintenance of road lights and a drainage system where provided, the construction of Common Area Improvements, the enforcement of the provisions of this Declaration, the ownership, operation and maintenance of the private portions of the road system, the cutting of grass on Association properties, and the payment of the costs to obtain labor, professional services, equipment, materials, management

and supervision necessary to carry out the functions of the Association. Notwithstanding any provision of this Declaration to the contrary, the Association's funds shall not exceed its expected expenses and reasonable reserves to such an extent as to cause the Association to lose its non-profit status.

Section 5.05 Levy of Assessments. The Board of Directors shall annually adopt a budget for funding the Association's activities in furtherance of the purposes set forth herein. Assessments shall be levied not more frequently than quarterly, and special assessments for particular purposes and furtherance of the objectives of this Declaration, including emergency repairs and restoration, are also authorized. Assessments shall be levied for the purpose of financing the annual budget of the Association. Annual and special assessments shall be assessed against all Building Sites within the Property, on an acreage basis, and shall include lands owned by County, except for Common Areas.

The Owner of each Building Site shall pay that Building Sites's share of each aggregate annual, and, if imposed, special assessment. This share shall be determined by multiplying the total amount of the assessment by a fraction, the numerator of which is the number of acres and fractional acres in that Building Site, and the denominator of which shall be the total acreage of all Building Sites as shown of the site plan for the Property, as amended or modified from time to time. Annual assessments may be on the basis of a calendar year or any other twelve (12) month period as determined by the Board of Directors of the Association. Assessments shall be collected on a quarterly or on an annual basis, as the Board of Directors of the Association may decide.

Section 5.06 Effect of Nonpayment of Assessments and other Amounts Due; Remedies of the Association. Any assessment or installment thereto or any other amount due under the provisions of this Declaration which is not paid within thirty (30) days after the due date shall bear interest from the due date at a rate to be fixed from time to time by the Association Board of Directors, but in any event not less than 10% per annum or more than 20% per annum. The Association by action of its Board of Directors is hereby empowered to file a Statement of Lien against the affected Building Site for delinquent assessments and any other amounts due under the provisions of this Declaration and may bring an action at law or in equity against the owner of the Building Site and/or may foreclose the lien against the Building Site under legal or equitable proceedings in the courts of South Carolina. Recovery shall include expenses, court costs and reasonable attorney's fees. Any Statement of Lien shall be filed in the Office of the Register of Deeds for Pickens County or such other location as hereafter may be designated for the recording of public records of real estate mortgages. The Association (or the County, until such time as the Association is formed) or its successors and assigns, is hereby designated as attorney-in-fact for each Owner for the purposes of executing and recording a Statement of Lien for any assessment or other amount not paid when due. Each Owner, by purchasing a Building Site subject to this Declaration, irrevocably consents for itself and its heirs, successors, or assigns to the filing of a Statement of Lien by the Association or the County and consents to the recording and indexing of such Statement of Lien against the Owner and the Building Site in the public records of Pickens County, South Carolina. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common areas.

Section 5.07 Subordination of Assessment of Lien to Mortgages. The liens of the regular and special assessments and all other lien rights provided for herein are declared hereby to be subordinate to the lien of any bona fide first mortgage and, where approved in writing by County, any second mortgage, held by an Institutional Lender (as defined in Section 7.2 hereof) on any. The sale or transfer of any property pursuant to mortgage foreclosure (or deed in lieu thereof) shall extinguish the lien of any assessment or claim which became due prior to the effective date of the sale or transfer, but shall not terminate personal liability of persons or entities liable thereof. The sale or transfer of any lands not pursuant to mortgage foreclosure or proceedings in lieu thereof shall not affect the assessment lien.

Article VI. ARCHITECTURAL REVIEW BOARD; APPROVAL OF PLANS; VARIANCES; EASEMENTS; LEASES

Section 6.01 Architectural Review Board Membership. An Architectural Review Board shall be established and members appointed by the County, and, after the County conveys all of the Park property or releases its rights herein at an earlier time, by the Board of Directors of the Association. The 7-person membership of the Architectural Review Board shall consist of the following:

- One (1) member of the Pickens County Council;
- The Pickens County Administrator;
- One (1) Board member of Economic Development Alliance Pickens County;
- The Director of the Economic Development Alliance Pickens County;
- One (1) building architect;
- One (1) landscape architect;
- One (1) member of the Association.

If a member of the Architectural Review Board must be replaced for any reason, the remaining members shall recommend the replacement for approval by the County.

Section 6.02 Voting. No action can be taken by the Architectural Review Board until voted upon and approved by at least 4 of its members.

Section 6.03 Approval. The Architectural Review Board will be responsible for review and approval of plans and specifications, in accordance with the standards requirements and procedures set forth herein and as established from time to time by the Architectural Review Board. No Improvement shall be erected, placed, replaced, altered, maintained or permitted to remain on any Building Site until plans and specifications showing a site plan, drainage plan, and all exterior elevations, with materials and colors therefor including signs and landscaping plans, shall have been submitted to and approved in writing by the County and/or Architectural Review Board. Such plans and specifications shall be submitted in writing by submission of six (6) copies over the signature of the Owner of the Building Site or his authorized agent. Submission of plans and specifications may include, as determined by the County, a plan review fee not to

exceed one-half (1/2) of one (1%) percent of the total cost of the Building Site or one-half (1/2) of one (1%) percent of \$30,000.00 per acre, whichever is greater.

Section 6.04 Basis of Approval. Approval shall be based on consideration of the following criteria: adequacy of structural design; conformity and harmony of exterior design with neighboring structures; effect of location and use of Improvements on adjacent Building Sites; relation of topography, grade and finished ground elevation of the Building Site being improved to that of neighboring Building Site; proper facing of main elevation with respect to nearby roads, and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. The decision of the County and/or Architectural Review Board as to such matters shall be conclusive and final.

Section 6.05 Time for Approval. If the County and/or Architectural Review Board fails to either approve or disapprove such plans and specifications within 30 days after a complete package of the same has been received by the County and/or Architectural Review Board, the County and/or Architectural Review Board shall be conclusively presumed to have approved said plans and specifications unless the County and/or Architectural Review Board shall have notified the applicant that the submission is insufficient, such notice to specify the deficiencies with particularity. In that event, the 30 day period shall run from receipt of the additional items needed to constitute a complete submission; provided, however, that in all events such plans and specifications and the Improvements based thereon must comply in all other respects with the requirements set forth herein, unless specifically provided otherwise.

Section 6.06 No liability. Neither the County, nor the Association, nor the Architectural Review Board, nor any member or director thereof, nor their officers, employees, or agents, nor any of their successors or assigns, shall be liable in damages or otherwise to anyone submitting plans for approval, or to any Owners affected by this Declaration, for any cause arising out of or in connection with the approval or disapproval or failure to approve such plans and specifications. Every person or entity which submits plans and specification for approval agrees, by submission of such plans and specifications, and every Owner of any Building Site agrees by, acquiring title thereto or interest therein, that it will not bring any action or suit against the County, the Association or Architectural Review Board to recover any such damages or any other relief based upon the aforesaid causes.

Section 6.07 Variance. The County, and its successors and assigns and/or Architectural Review Board, are hereby authorized and empowered to grant reasonable variances from the provisions of this Declaration in order to overcome practical difficulties and unnecessary hardships in the application of the provisions contained herein; provided, however, that such variances shall be reasonably consistent with the purposes hereof and shall not materially adversely affect any existing Improvements on the Property. The variance granted pursuant to the authority granted herein shall constitute a waiver of provisions of this Declaration by all Owners of Building Sites, and all Owners hereby irrevocably and unconditionally appoint the County, its successors and assigns, and/or Architectural Review Board as their true and lawful attorney-in-fact for the limited purpose of consenting to the aforesaid variances.

Section 6.08 Easements. The County shall have, and hereby reserves the right, in its reasonable discretion, to grant easements over, through, across and under any of the Property for the purposes of electric, water, sewer, storm drainage, gas, telephone, cable television, security systems and all other utilities necessary or desirable, whether for the benefit of any Building Site or for the Common Area, provided such easements do not interfere with existing Improvements constructed, or in the process of being constructed on Building Sites.

Section 6.09 Leases. All leases and sub-leases requested by any Owner shall be subject to the prior approval of the Architectural Review Board.

Article VII. TRANSFER OF UNIMPROVED LOTS

Section 7.01 County's Right of First Refusal. No Building Site and no interest therein, upon which a building has not been constructed (and a certificate of occupancy issued therefor) shall be sold or transferred unless and until the Owner of such Building Site shall have first offered to sell such Building Site to County and County has waived its right to purchase said Building Site.

- 1) Notice to County. Any Owner(s) intending to make a bona fide sale of his Building Site or any part thereof or interest therein, upon which a building has not been constructed (and certificate of occupancy issued therefor), shall give to County written notice of such intention, together with a fully executed copy of the proposed contract for sale (the "Proposed Contract"). Within 60 days of receipt of such notice and information, County shall either exercise or waive exercise of its right of first refusal. If the County elects to exercise its right of refusal, it shall, within 60 days after receipt of such notice and information, deliver to Owner and agreement to purchase the Building Site upon the following terms:
 - a. The price to be paid, and their terms of payment shall be that stated in the Proposed Contract;
 - b. The sale shall be closed within 45 days after execution of said agreement to purchase. If County shall fail to exercise or waive the exercise of its right of first refusal within the said 60 days of receipt of the Proposed Contract, the County's right of first refusal shall be deemed to have been waived and County shall furnish a certificate of waiver as hereinafter provided.
- 2) Certificate of Waiver. If County shall elect to waive its right of first refusal, or shall fail to exercise said right within 60 days of receipt of the proposed contract, County's action or non-action shall be evidenced by a certificate executed by County in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in the public records of Pickens County, South Carolina. The certificate of waiver will expire six (6) months from the date of execution of the sale of the property if the sale has not been completed in that time.

- 3) Unauthorized Transactions. Any sale of a Building Site or any part thereof or interest therein, upon which a building has not been constructed (and a certificate of occupancy issued therefor) without notice to County and waiver of County's right of first refusal as aforesaid, shall be void.

Section 7.02 Exceptions. This Article VII shall not apply to a transfer to or sale by any bank, life insurance company, federal or state savings and loan association or real estate investment trust (Institutional Lenders) which acquires its title as a result of owning a mortgage upon the Building Site concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; not shall this Article VII apply to a sale by any such institution which so acquires title. Neither shall this Article require the waiver by County as to any transfer of title to a Building Site at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale or any upon which a building has been constructed and for which a certificate of occupancy has been issued therefor.

Article VIII. ENFORCEMENT

Section 8.01 Responsibility of Owner. Each Owner shall be responsible for compliance with the terms, provisions and conditions of this instruments by its employees, agents, independent contractors, tenants, building occupants, customers and visitors.

Section 8.02 Abatement and Suit. Violation or breach of any restriction herein contained shall give to the County, the Association and every Owner, subject to this Declaration, the right to prosecute a proceeding at law or in equity against the Owner who has violated, is attempting to violate or is permitting the violation on its Building Site of any of these restrictions, including, without limitation, actions to enjoin or prevent such Owner for doing so, to cause said violation to be remedied, or to recover damages for said violation.

Section 8.03 Deemed to Constitute a Nuisance. Any action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against the Owner, either public or private, shall be applicable against every such action or omission and may be exercised by the County or by any Owner.

Section 8.04 Failure to Enforce Not a Waiver of Rights. The failure of the County, Association or any other Owner to enforce any restrictions herein contained shall in no event be deemed to be a waiver of the right to do so, nor of the right to enforce any other restriction. No suit shall lie against the County or Association for any failure, refusal or omission to institute or join in any action or proceeding for the enforcement hereof or to restrain the violation of any of the provisions hereof.

Article IX. TERM, TERMINATION, MODIFICATION, ASSIGNMENT AND ANNEXATION

Section 9.01 Termination and Modification. This Declaration, or any provision hereof, or any covenant, condition, restriction contained herein, may be terminated, extended, modified or amended as to the whole of the Property, with the written consent of the Owners of sixty-five (65 %) percent of the total acreage of the Building Sites; provided, however, that so long as the County owns any of the Building Sites, no such termination, extension, modification or amendment shall be effective without the written approval of the County thereto, and in order to subject other property to the provisions of this Declaration or any covenant, condition or restriction contained herein. Notwithstanding the foregoing, the County reserves the right to amend this Declaration without approval of an Owner as long as the County owns twenty-five (25%) percent of the total acreage of the Park, provided that such amendment does not adversely affect the character and quality of the Park and does not materially and adversely affect the rights of any Owner.

Section 9.02 Assignment of Funds, Rights and Duties. The rights, powers, privileges, obligations and duties hereby specifically granted to or imposed upon the County (as opposed to those rights, powers, privileges, obligations and duties hereby granted to or imposed upon Owners) may be transferred to any successor or assign of the County which succeeds to the County's interest in the Common Area, including the Association. The County shall have the absolute right to make such a transfer, without any obligation to seek or obtain consent of approval of such a transfer from any Owner or Owners, provided that any such successor or assign of the County shall, in written recordable form, expressly assume the obligations and duties of the County hereunder. From and after the date of such written assumption, the County shall be released and excused from further liability hereunder and from the exercise of all rights, powers, privileges, obligations and duties hereby granted to or imposed upon the County (as opposed to those rights, powers, privileges, obligations and duties granted to or imposed hereby upon the County as Owner), and the successor or assign of the County shall possess and may exercise all rights, powers and privileges (and shall be subject to all duties and obligations) formerly specifically granted to or imposed upon the County.

Section 9.03 Assignment of Owner's Rights and Duties. The rights, powers, privileges, obligations and duties hereby granted to or imposed upon any Owner may not be assigned or delegated except to a person, party or entity acquiring the Owner's interest in a Building Site or any lessee or sub-lessee of such Owner. The instrument by which the interest of any Owner in a Building Site is acquired shall recite that it is subject to this Declaration and shall contain an agreement by the transferee to be bound by all of the terms and conditions hereof; provided however, the failure to include such recitation or agreement shall in no way diminish or prohibit the enforceability of the declaration.

Section 9.04 Annexation.

- (1) County may at anytime make subject to this Declaration other properties now or hereafter owned by County or the Association by executing an instrument in writing applying this Declaration to such other properties and by recording the same in the office of the Register of Deeds for Pickens County. Upon such

recording (1) this Declaration shall run with the property already subject thereto and with such additional property as if such Declaration had always applied to all of said land from the date of its inception; and (2) wherever thereafter in construing this Declaration reference is made to “the Property” said term shall mean and include not only the properties described in Exhibit A hereto, but also such additional properties as may be made subject to this Declaration. When extending this Declaration to cover additional properties, Declarant may specifically alter or amend any provision of this Declaration with respect to such additional properties if, in Declarant’s sole judgment, such alteration or amendment is necessary for the proper use and development of the additional properties and consistent with the overall intent and purpose of this Declaration.

- (2) Except as provided in (1) above, additional property and Common Area may be annexed to the Property only with the consent of Owners holding a majority of the voting rights in the Association.

Article X. MISCELLANEOUS

Section 10.01 Constructive Notice and Acceptance. Every entity who now or hereafter owns or acquires any rights, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to and assumed every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such entity acquired an interest in the Property.

Section 10.02 Mutuality, Reciprocity, Runs with the Land. All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Property; shall create a mutual, equitable servitude upon each Building Site in favor of every other Building Site; shall create reciprocal rights and in favor of every other Building Site; shall create reciprocal rights and obligations between the respective Owners of all Building Sites; and shall, as to the owner of each Building Site, its heirs, successors and assigns, operate as covenants running with the land for the benefit of the rest of the property.

Section 10.03 Inurement. This instrument shall bind and inure to the benefit of the County and all Owners, and their respective successors, assigns, heirs and legal representatives.

Section 10.04 Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

Section 10.05 Effect of Invalidation. If any provisions of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 10.06 Notice. Any and all notices or other communications required or permitted by this Declaration or by law to be served on or given to any party subject to the terms and provisions hereof, shall be in writing and shall be deemed duly served and given when personally delivered to the person to whom it is addressed or in lieu of such personal delivery, when deposited in the United States mail, first class, certified or registered mail, postage prepaid, and addressed as follows:

- 1) Pickens County
222 McDaniel Avenue
Pickens, SC 29671
- 2) If to any other party, at the address of the Building Site which is the subject of such notice or communication.

Section 10.07 Effective. This Ordinance shall become effective upon its adoption on _____, day of _____, 2004.

Approved:

Ronald D. Harrison, Chairman
Pickens County Council

Attest:

Donna F. Owen, Clerk
Pickens County

APPENDIX A

Pickens County Commerce Park Design Guidelines

Park Planning Process:

These design guidelines shall be considered supplemental to the applicable zoning use provisions and development standards and any other Federal, State, or local regulation governing development. They are intended to assist in establishing and maintaining a character and quality of development consistent with the goals of the Pickens County Commerce Park.

The decisions to ensure the quality of life factors are addressed within the context of the industrial development are:

- The storm water management system is to be planned for each tract parcel and is to address the quickly evolving environmental regulation associated with point and non-point source water pollutants. Innovative green infrastructure will be recommended. This approach will ensure the County is clearly addressing water quality issues in an environmentally friendly manner.
- Establishment of a setback and front yard requirements in the Commerce Park will maintain an aesthetically pleasing character.
- The road system has been planned for the full build out of the Commerce Park.

Intent of the Design Guidelines:

The design guidelines have been created to function as part of the overall planning documents aimed at guiding development in a direction that is consistent with the County's desires. The guidelines are specific to the Commerce Park and are intended to identify and address the issues of importance to the County. The guidelines extend and customize the development standards, which are established in the covenants. It is intended that this document will simplify and expedite the design and development process by bringing clarity to design issues.

How to Use this Document:

This document contains the design guidelines to which all new development in the Pickens County Commerce Park must comply. On the following pages are sections that contain the design guidelines pertaining to a particular aspect of new development. At the top of each section is "Intent" language that describes what Pickens County would like the developer to do, but is not making it mandatory. Below the "Intent" are the "Design Guidelines" which are the minimum standards that new development must follow. By communicating what the County wishes to accomplish (Intent), it is the hope that developers will choose to help accomplish the vision for the Pickens County Commerce Park by exceeding the minimum Design Guidelines.

The Pickens County Commerce Park Design Guidelines include:

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Site Orientation and Building Character

Building Orientation

Intent:

Buildings should be oriented with primary consideration being given to the visual impact from the perspective of the driver or pedestrian on all primary roadways. It is the intent of these guidelines to encourage the view from all primary roadways to be dominated by a green front yard and the view of primary or front building facades. Large expanses of parking lots are strongly discouraged.

Design Guidelines:

1. Property line setbacks
 - a. Front yard setbacks shall be determined by the restrictive covenants or shall be equal to the height of the building, whichever is greater (from road right of way).
 - b. Side and rear setbacks shall be determined by the restrictive covenants.
2. Easement Setbacks
 - a. No Structure other than parking lot pavement shall be constructed in any easement. Parking lots over an easement shall have easement managers written permission.
3. Parking lot and service area setbacks
 - a. Minimum front yard setback for a parking lot shall be thirty (30) feet.
 - b. Side and rear yard setbacks for a parking lot shall be the same as the property line setback.
 - c. Front, side, and rear yard setbacks for service areas shall be the same as the property line setbacks.

4. Relationship of buildings
 - a. Buildings shall be oriented to face the most primary and adjacent road.
 - b. Loading docks shall not face the front of the property, or primary roads. Also loading docks shall not face the front of any adjacent principle building when possible.

Access Points

Intent:

Access points are to facilitate safe and efficient movement of trucks, cars, and pedestrians. The number of access points from all primary roads should be kept to a minimum. The alignment of opposite entrances is encouraged.

Design Guidelines:

1. Location of access points.
 - a. Access points shall be designed to provide safe ingress/egress of both transport trucks and cars.
 - b. Access points shall be located directly across from other access points where practical.

Service Areas

Intent:

Service areas, including truck docks, loading bays, and site located mechanical/electrical equipment, should be located and designed to minimize the negative visual impact from all primary roads and the front of neighboring buildings.

Design Guidelines:

1. Location of service courtyards.
 - a. Truck docks, loading bays, mechanical and utility areas are only permitted on the rear or side yards of buildings.

Building Appearance

Intent:

The size and footprint of the individual buildings may vary depending on use of the building and shape of the lot. However, the materials, textures, and colors of each building facade should be of high quality and reflect the professionalism of the Park. At least four colors and or textures should be used throughout the façade. Only high quality materials shall be permitted. Color, texture, and architectural elements should be used to emphasize entrances and break the monotony of large vertical surfaces. Mechanical equipment on the roof should not be visible or should be screened from all

vantage points. Screening or retaining walls should complement the colors and materials used on the building. Energy efficient materials and design are encouraged.

Design Guidelines:

1. Architectural Features.
 - a. Public entrances shall be easily identified and distinct from the remainder of the building either through architectural form or use of color, material, and texture of the façade.
2. Use of colors, materials, and textures.
 - a. Multiple colors, textures, and/or materials shall be used on all building facades.
 - b. Colors should be earth tones or subtle colors that compliment earth tones.
 - c. Façade shall consist of a repeating pattern that includes a change in color and/or texture at intervals (either horizontally or vertically)
 - d. External building materials shall be limited to precast concrete and brick with allowances for accents utilizing alternative materials such as metal, split face block, and glass curtain walls.
3. Height of buildings
 - a. Changes in ground elevation should be used to separate the service area from parking lots when possible
4. Screening mechanical equipment on buildings.
 - a. All mechanical equipment on top of buildings or on the ground shall be screened or located such that it cannot be seen from any point within five hundred (500) feet of the building at eye level.

Site Features

Business Signage

Intent:

Consistent business signage throughout the Park is necessary for ease of way finding and visual continuity. Only signs for building identification and way finding should be permitted. Signs should complement the colors and materials of the building architecture and have a good relationship with the surrounding landscaping. Signs should also visually relate to the signage vocabulary established with the entrance monument signs for the Park.

Design Guidelines.

1. Types of business signs permitted.
 - a. Neon and flashing signs are prohibited
 - b. Pole signs are prohibited.
 - c. Low monument signs are recommended

- d. One wall-mounted sign is allowed as discussed in the covenants.
2. Standards for permitted signs.
 - a. Business signs shall be attractively illuminated without excessive spillage of light upward or outward.
 - b. The color and materials used for the signs shall complement the materials, color, and texture of the building.
 - c. Monument business signs should not be more than 6' in height and 20' in length.
 - d. Monument business signs should be at least 25% natural stone to complement the established signage vocabulary.
 - e. One wall-mounted sign, with logotype and symbol, is allowed on each building wall having road frontage. The intent of this sign is to identify the occupant of the building to vehicular traffic. If there is no freestanding business identification sign on the site, one and one-half (1-1/2) square feet of sign area is permitted for each linear foot of the principal building, not to exceed two hundred (200) square feet, and if there is a freestanding business identification sign, one (1) square foot of sign area is permitted for each linear foot of the principal building, not to exceed one hundred fifty (150) square feet. The sign shall mount to the face of the building with no portion of the sign projecting above the roofline.
 3. Location for permitted business signs.
 - a. Small directional signs are allowed at entrance, parking, and delivery areas.
 - b. Business signs are not permitted at or on the rear of buildings.
 - c. Ground signs shall not block the visibility of vehicular traffic or risk the safety of pedestrians.
 - d. One ground sign per building shall be permitted. These signs shall be of sufficient size to be easily read at 30 m.p.h.

Parking Lots

Intent:

Large, expanses of parking are highly discouraged and should instead be designed as smaller modules, separated by vegetation. Parking areas should be buffered from the road using landscaping, small earthen berms, half walls, or fences to soften their appearance. Storm water management techniques that use vegetated areas, and bioretention swales to naturally treat and slow storm water are strongly recommended.

Design Guidelines:

1. Parking areas. No single parking lot shall contain over 70 parking spaces without at least a ten (10) foot wide vegetated break separating the parking area into two areas.

2. Street parking.
 - a. Parking on public streets is prohibited.
3. Screening of parking areas.
 - a. Parking lots shall have perimeter vegetation to screen thirty (30) percent of the view from adjacent streets or buildings.
 - b. Screening shall consist of half walls, fences, planters, undulating earthen berms, plant materials or a combination of such elements of which shall have a minimum height of thirty (30) inches.
4. Drainage.
 - a. Parking areas should take advantage of natural drainage patterns on site.
 - b. Bioretention areas, and vegetated swales are preferred for storm water management. Minimum curb and gutter design should be used.
 - c. Engineered stone (i.e. rip rap or similar) is not recommended or preferred for energy dissipation
 - d. Drain outlets from parking lots shall not exceed eighteen (18) inches in diameter to minimize erosion.

Lighting

Intent:

Illumination can create a secure and attractive environment for users after hours, but also a nuisance to properties in the area. For this reason it is intended that lighting intensities and design be appropriate for safety but not spill out beyond the property edge. It is intended that lighting should not create a “glow” noticeable from a one mile distance.

Design Guidelines:

1. Type of fixtures and bulbs.
 - a. Parking area lights shall be mounted no greater than a thirty (30) foot tall pole and must use ninety (90) degree cutoff luminaries (down lighting).
 - b. All lights on site shall be consistent in style, design, height, size and color.
 - c. Service areas fixtures shall be wall mounted with ninety (90) degree cutoff luminaries (down lighting). These lights shall not be mounted any higher than thirty (30) feet from ground level.
 - d. Lighting to highlight or illuminate architecture and signs shall be attractive without significant spillage of light upward or outward.
 - e. Only metal halide bulbs shall be used.
 - f. General approval of lighting shall be granted prior to installation, but may be reviewed after installation to determine its appropriateness in Pickens County Commerce Park. If it is determined that the lighting is excessive or not adequate, modifications will be required.

2. Location.
 - a. Lights shall be used at all public and service entrances of buildings.
 - b. Ground mounted lights shall be screened by landscaping.
 - c. Pedestrian circulation routes shall be illuminated.

Utilities, Trash Receptacles, and Outdoor Storage

Intent:

All utilities lines should be underground and marked with minimally obtrusive signs. Trash receptacles shall be screened and located on the property such to minimize visual impact.

Design Guidelines:

1. Utilities.
 - a. All utilities lines shall be underground.
 - b. Utilities boxes/equipment shall be screened and clustered in service areas.
 - c. Utility screening shall be durable materials used on the building façade or a dense planting of vegetation that block views year round. Screening with building material must include two distinct colors and/or textures.
2. Trash receptacles.
 - a. All trash receptacles shall be screened with durable materials used on the building façade. Screening with building material must include two distinct colors and/or textures.
 - b. Trash receptacles shall be located in service areas in side or rear yards and not visible from primary roads.
3. Outdoor storage.
 - a. Outdoor storage shall be screened from parking areas, primary roads, and the entrance of neighboring buildings.
 - b. A maximum of ten (10) percent of the unbuilt portion of the lot may be used for outdoor storage.
 - c. Outdoor storage screening shall be durable materials used on the building façade or a dense planting of vegetation that blocks views year round. Screening with building materials must include two distinct colors and/or textures.

Plant Material

Intent:

Consistency in landscape elements is important to the overall continuity of the Park. Type, quantity, location, and arrangement of plant material as well as long term maintenance and irrigation of landscaped areas are important factors to consider for individual parcel development.

Where possible existing vegetation should be preserved and incorporated into the overall building and landscape design. Landscaped areas should consist of native species and the recommended plant vocabulary as described in the covenants and be designed by a landscape architect. Plant materials should be arranged to emphasize building entrances, pedestrian and vehicular circulation routes, as well as soften the appearance of parking areas, mechanical systems, and service areas. Irrigation should be provided for all vegetation to help ensure its vitality.

Design Guidelines:

1. Quantity and type of plants.
 - a. Plants shall be used to complement the scale of the area or structure.
 - b. Pre-existing vegetation on site should be preserved wherever practical.
 - c. Plant sizes at time of planting should be in accordance with the sizes listed in the covenants.
 - d. Special care should be given during plant selection. The recommended plant vocabulary should not be seen as exclusive but should be used as a guide for the tone of the development.

2. Location and arrangement.
 - a. Landscaping shall be professionally designed by a landscape architect.
 - b. Arrangement shall highlight buildings and entrances without blocking visibility of pedestrian and vehicular traffic.
 - c. Perimeter landscaping along a street shall be complementary with the street and landscaping in the street right-of-way. Planting within the right-of-way requires permission from Pickens County.
 - d. Understory shrubs and flowering beds are recommended in the front yard of the site to enhance the aesthetics as viewed from roadways.

3. Irrigation
 - a. All planted areas in the front yard shall have irrigation.

4. Maintenance.
 - a. All planted areas must be maintained in healthy condition. Any trees or shrubs that die or become diseased must be replaced with a similar species of similar size.

Construction Activity and Long Term Maintenance

Intent:

The construction of an area as large as Pickens County Commerce Park will have an impact on the ecological and social functioning in and around the site. It is important that development on the site minimize the impact on the natural environment.

To prevent sediment from loading in the waterways, storm water runoff during construction should be contained and treated on site. It is inevitable that mud and dirt will get transported onto local streets from heavy equipment. Every effort should be made to keep all public streets as clean as possible. This may require regular street sweeping and trash pick up.

Trees identified for preservation should be protected with a sturdy fence that encompasses the circumference of the canopy of the tree. Environmentally sensitive areas should be delineated and protected using a sturdy fence. Dumping of backfill and storing construction materials is not permitted in and around these protected areas. Trees tagged for preservation that are damaged during construction shall be replaced with equivalent plantings.

Design Guidelines:

1. Site Development.
 - a. Sediment and erosion control plan shall be required prior to construction.
 - b. Storm water shall be contained on site during construction.
 - c. Public roads on/off site shall be kept reasonably free of mud and construction debris.
 - d. Temporary buildings should be clustered together and kept in good repair and should be removed before, or shortly after building is occupied.
 - e. Storage of construction materials and equipment should be kept in an orderly fashion.
2. Restricted construction areas.
 - a. Trees and environmentally sensitive areas that are identified for preservation shall be completely protected with a sturdy five (5) foot fence that completely encompasses the area of the tree canopy.
 - b. Dumping, storing, or backfilling in protected areas is prohibited.
 - c. Heavy equipment is not permitted on or near the identified preservation areas.
3. Site Maintenance.
 - a. Maintenance of buildings, service and parking areas, and landscaping outside of the setback is the responsibility of the individual landowner.

APPENDIX B

Recommended Plant Vocabulary

Evergreen Trees

- *Magnolia grandiflora* Southern Magnolia
- *Cryptomeria japonica* Japanese Cryptomeria
- *Cedrus deodara* Deodar Cedar

Deciduous Trees

- *Quercus phellos* Willow Oak
- *Quercus alba* White Oak
- *Acer rubrum* Red Maple
- *Ulmus parvifolia* Chinese Elm
- *Betula nigra* River Birch

Flowering Trees

- *Cornus florida* Flowering Dogwood
- *Prunus yedoensis* Yoshino Cherry
- *Lagerstroemia indica* Crape Myrtle

Evergreen Shrubs

- *Eleagnus pungens* Eleagnus
- *Ligustrum japonicum* Japanese Privet
- *Osmanthus x fortunei* Fortune Tea Olive
- *Myrica cerifera* Wax Myrtle
- *Ilex x 'Nellie R. Stevens'* Nellie Stevens Holly
- *Azalea indica* Indian Azalea

Deciduous Shrubs

- *Forsythia x intermedia* Border Forsythia
- *Spirea prunifolia 'Plena'* Bridalwreath Spirea
- *Viburnum macrocephalum* Chinese Snowball
- *Viburnum plicatum tomentosum* Doublefile Viburnum

Note:

The above materials are intended for road frontage, parking lot, and building plantings. Buffer and created woodland plantings should borrow from existing and native plant vocabulary found on site and in the upstate region.