



CUMMINGSRESEARHPARK

CRP WEST DEVELOPMENT GUIDELINES

REVISED MARCH 2020

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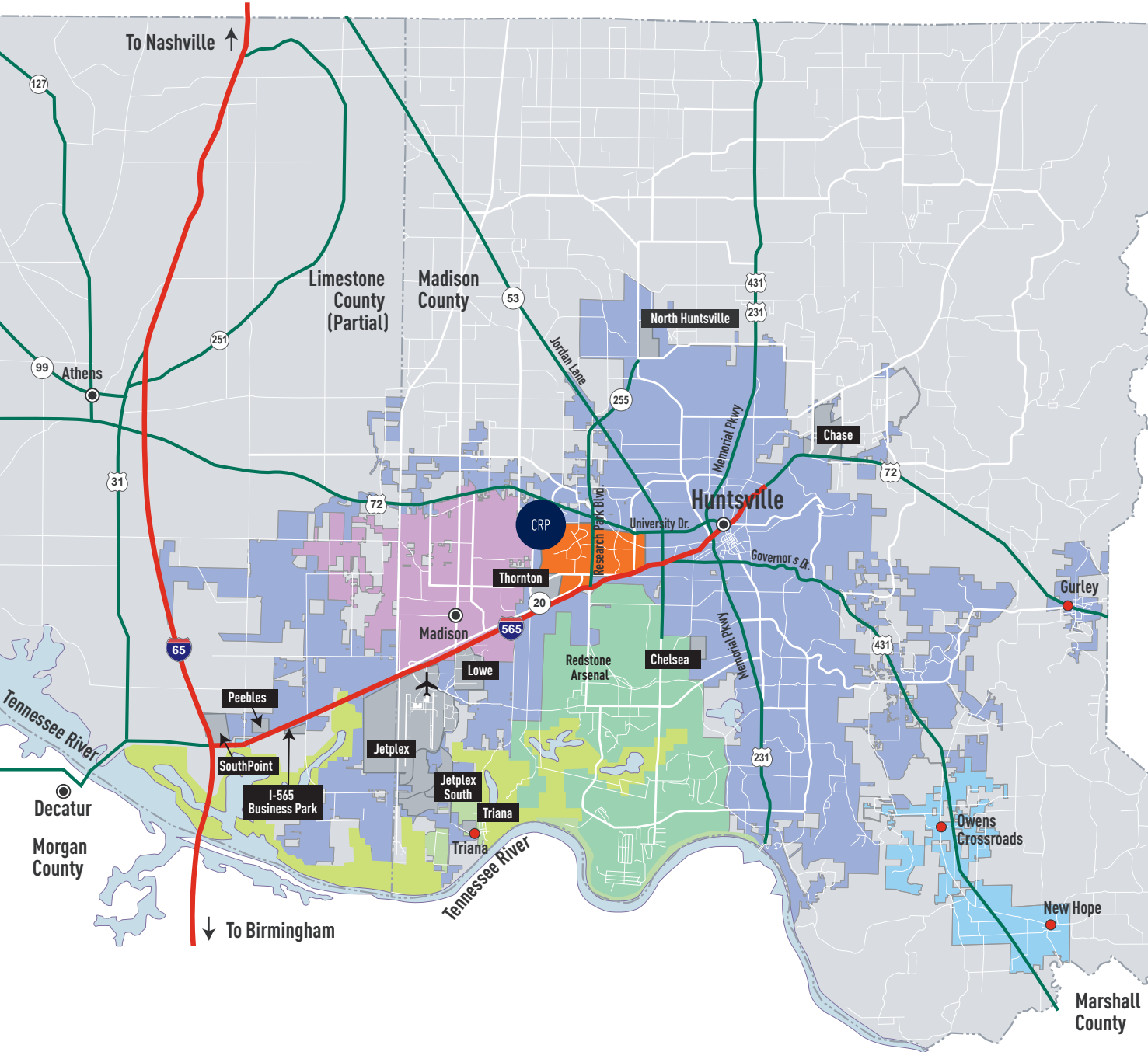
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Cummings Research Park: **Location Map**



Cummings Research Park: **Layout Map**

CRP





CUMMINGSRESEARHPARK

REAL ESTATE SALES CONTRACT

Cummings Research Park: Real Estate Sales Contract

STATE OF ALABAMA)
)
COUNTY OF MADISON)

REAL ESTATE SALES CONTRACT

This Real Estate Sales Contract ("Contract") entered into on this the ____ day of _____, 20____, by and between City of Huntsville, a municipal corporation in the State of Alabama ("Seller") and _____, a corporation organized under the laws of the State of Alabama ("Purchaser").

WITNESSETH:

For and in consideration of the sum of the promises and mutual covenants hereinafter set forth, and for other and valuable consideration hereinafter provided, the parties do hereby agree as follow, to-wit:

I. AGREEMENT TO BUY AND SELL

The Purchaser agrees to buy and the Seller agrees to sell a _____ acre Tract of real property described in Exhibit "A", attached hereto and incorporated herein by reference, in accordance with the covenants and conditions of this contract.

II. PURCHASE PRICE

In consideration of the Seller's agreement to sell the Tract to Purchaser, Purchaser agrees to pay to Seller the sum of \$_____ per acre, for a total price of \$_____ payable in full on the date of closing as hereinafter defined. If a final survey to be provided by Seller reveals the total acreage is more or less than _____ acres, the Purchase Price shall be adjusted accordingly.

III. CLOSING

Except as otherwise agreed, Closing shall occur upon five (5) days' notice by Purchaser to Seller at the Office of the City Attorney of the City of Huntsville or such other place as agreed upon by the parties. Closing shall occur not more than _____ () days from the date hereof; provided, however, at the election of the Purchaser, Seller shall grant an additional thirty (30) days upon the payment to Seller, as interest, of three percent (3%) of the unpaid balance of the Purchase Price at least two (2) days prior to the _____ () day following the date hereof.

IV. CONVEYANCE

Seller agrees to convey said property and will furnish to Purchaser a good and merchantable title by a properly executed warranty deed substantially in the form attached hereto as Exhibit "B", free from any and all encumbrances, subject only to easements, restrictions set out in the attached deed, rights-of-way of record, ad valorem taxes due and payable _____, and the protective covenants of Cummings Research Park West, as recorded in Deed Book 826 at Page 602 in the Office of the Judge of Probate of Madison County. If, subsequent to the execution of this contract, the Purchaser determines to finance this

President of the City Council
City of Huntsville, Alabama

Date: _____

venture, through Industrial Development Bonds, then, upon Purchaser's request, said deed shall be delivered in the name of the Industrial Development Board of the City of Huntsville, a public corporation and instrumentality organized under the laws of the State of Alabama, as Grantee. Purchaser understands said restrictions are binding on the property and may be amended from time to time and Purchaser agrees that Purchaser shall comply with said restrictions as amended. If, prior to closing, Purchaser discovers a defect in title to the property, Seller, at Seller's option, shall have a reasonable time (but not in excess of thirty (30) days following the receipt of Purchaser's written notice of its objections) within which to cause the same to be cured. If the defects are not timely cured to Purchaser's satisfaction, (i) Purchaser may waive such defects and proceed to close or (ii) Purchaser may cancel its agreement by notice in writing to Seller, and any money paid to Seller pursuant to this Contract, shall be refunded (including interest payments for extensions); and each of the parties shall be released from further liability to the other. Purchaser shall notify Seller of any defect in writing within ten (10) days following receipt or notice of such title defect.

V. CONSTRUCTION

Purchaser agrees to obtain a building permit, complete all site preparation, and to commence the actual physical construction of the facility thereon, as approved by the Architectural Control Committee, within twelve (12) months from the date of the conveyance, and to continue without interruption the construction of the said facility until completed according to approved plans and specifications. In the event Purchaser fails to begin substantial construction within the time described above, then the Seller may, at its option, within three hundred sixty (360) days of Purchaser's failure, repurchase the above described Tract of land for a sum equal to the total purchase price paid by the Purchaser therefor plus the reasonable value of any improvements. Purchaser also understands that there are certain building restrictions in existence with respect to property located within Cummings Research Park West, and that certain approvals are necessary for the design and construction of any structure(s) on the Tract. Purchaser agrees to comply with any and all rules and regulations with respect to structures on the Tract, as they may be amended from time to time. Purchaser will indemnify and hold harmless Seller from and against any and all liability arising out of the destruction of or damage to property, or injuries or loss to, or death of any person in connection with the development, improvement or construction upon the real property described herein, or any activity or project conducted thereon, other than liability for any loss, damages or injuries that may result from Seller's own intentional, wrongful acts. The provisions of the paragraph shall survive the closing.

VI. DEFAULT

Should Purchaser fail to carry out the terms and conditions of this Contract in accordance, with all of its provisions, this Contract shall terminate with no further obligations between the parties and Seller shall retain any money paid to Seller as liquidated damages. Should Seller fail to carry out this Contract in accordance with all of its provisions, (1) Purchaser shall have the option to demand a refund of any monies or any extension interest Purchaser may have paid or caused to be paid to Seller, together with payment to Purchaser by Seller of any sums expended by Purchaser for title opinions, and upon payment of such sums to Purchaser by Seller, this Contract shall terminate, or (2) Purchaser may, without demanding a return of any money, proceed with a suit for specific performance of this contract.

VII. ADDITIONAL PROVISIONS

A. Policies and Procedures - Hazardous Materials. Purchaser shall develop and implement policies and procedures for the storage, use, receipt and disposition of any hazardous materials that come onto its premises. Purchaser will not offer or accept, under these policies, hazardous materials for transportation in commerce unless said materials are properly classed, described, packaged, marked, labeled, and in such condition for proper shipment as required under Title 49 Code of Federal Regulations, Parts 171-179. The packaging of hazardous materials coming into or going out of its facilities shall be maintained in compliance with the regulations specified for each specific mode of transportation. This includes the proper handling and transport of all materials via air, highway, rail, or water.

Materials handling, as part of all manufacturing operations, will be conducted within the confines of the building. This will include the inspection of product, material packing/unpacking, and all functions requiring product or by-product preparation for transportation.

In the event by-product material removal becomes necessary, procedures will be placed into effect to ensure proper removal. Prior to the transport of materials, complete material evaluation will be conducted to ensure proper compliance with all applicable transportation requirements. All options will be evaluated for the beneficial reclamation or recycling of by-product material.

Purchaser insures that its intrastate, interstate, and internal operations will be in compliance with all applicable requirements, and that it will fully comply with all federal, state, and local laws, regulations or ordinances regarding environmental, safety, industrial hygiene, and/or hazardous material requirements.

VIII. ENTIRE AGREEMENT

This contract, with Exhibits A and B attached hereto, and the restrictions and covenants of as herein referenced, constitute the entire agreement between the parties. All statements, representations covenants heretofore made and any other agreements not incorporated herein are void and of no force and effect.

IN WITNESS WHEREOF, the parties have entered their hands and seals and attest to the same with the signature of the Mayor being the official act of said municipality in accordance with his duly constituted authority.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation in the State of Alabama

BY: _____
It's Mayor

ATTEST:

City Clerk-Treasurer

A corporation in the State of Alabama

BY: _____

Cummings Research Park: **Real Estate Sales Contract** [continued]

WITNESS:

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tommy Battle, whose name as Mayor of the City of Huntsville, is signed to the foregoing Contract, and who is known to me, acknowledged before me this date that, being informed of the contents of same, he as Mayor and with full authority executed the same voluntarily for and as the act of said City of Huntsville, on the day the same bears date.

Given under my hand and seal this ____ day of _____, 20__.

NOTARY PUBLIC

My commission expires: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that, _____ whose name as _____ of Shearwater Polymers, Inc., a corporation in the State of Alabama is signed to the foregoing Contract and who is know acknowledged before me this date that, being informed of the contents of same, he as _____ and with full authority executed the same voluntarily for and as the a corporation on the day the same bears date.

Given under my hand and seal this ____ day of _____, 20__.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A"

Subject Property described as: Cummings Research Park West, as shown by plat thereof recorded in the Office of the Probate Judge of Madison County, Alabama, in Plat Book____, at Page _____. Said property consists of _____ acres, more or less.



CUMMINGSRESEARHPARK

DEVELOPMENT APPROVAL PROCEDURES

PROCEDURE FOR APPROVAL OF DEVELOPMENT WITHIN CUMMINGS RESEARCH PARK WEST

1. Prior to any official commitment by a prospective owner to purchase property within Research Park West which is owned or directly controlled by the City of Huntsville, it shall be the responsibility of the Research Park Manager to present to the prospective owners the following:
 - (a) A copy of the Research Park West District Zoning regulations.
 - (b) A copy of the Protective Covenants to Cummings Research Park West.
 - (c) A set of the Design Guidelines for Research Park West.
 - (d) Written notification clearly indicating that a full set of the required construction drawings shall be submitted to and approved by the Design Review Committee of Cummings Research Park prior to issuance of a building permit or any and all construction activity being initiated on site.
2. It shall be the responsibility of the prospective owner and his/her designated design consultants to include the Research Park Manager in the process of the building and site design to ensure full conformance with all design regulations and guidelines of the park prior to completion of final construction drawings.
3. It shall be the responsibility of the prospective owner or his/her designated agent to obtain approval from the City of Huntsville divisions of Planning, Inspection, Public Works, Engineering and Transportation to ensure that all construction drawings meet or exceed all applicable regulations of the City of Huntsville.

Note: No plans will be reviewed before the Research Park Manager has received a full set of required drawings.
4. It shall be the responsibility of the Research Park Manager to receive and review all required construction drawings for all proposed development within Cummings Research Park and to ensure that all such drawings illustrate full compliance with all design regulations and guidelines of the Park. City department staff will assist in this review when specialized expertise is required.
5. It shall be the responsibility of the Research Park Manager to set, coordinate and record all meetings of the Research Park Design Review Committee.
6. Design Review Committee meetings shall be set only after obtaining full staff review approval and no sooner than five working days after receipt of approved drawings by the committee members. It shall be the responsibility of the owner or his/her designated agent to ensure that each member of the Design Review Committee receives a full set of all required drawings (with appropriate approvals) a minimum of five (5) working days prior to the meeting of the committee.
7. It shall be the responsibility of the prospective owner and his/her design consultants to be present at the Design Review Committee meeting and to make all presentations necessary to fully inform the committee of the scope, scale and nature of the intended development.

8. At the time of application for construction approval within Research Park West it shall be the responsibility of the prospective owner or his/her agent to provide the following:
 - (a) A completed application form.
 - (b) A map showing the relationship of the site in question to the approved Master Plan of Cummings Research Park.
 - (c) A full set of construction drawings to include:
 - (i) A Site Plan showing the location of all property lines, setback lines and easements; all proposed improvements such as buildings, walkways, driveways and parking areas; all above ground utilities; and other proposed improvements that will be visible on the site (except landscaping and grading).
 - (ii) A Grading/Drainage/Erosion and Sedimentation Plan showing all proposed earthwork, drainage structures and erosion/sedimentation control structures.
 - (iii) A Landscape Plan – to be superimposed on the required grading plan or an overlay provided for review by staff and the committee – showing the location, type and size of all proposed landscaping including a plant schedule, planting details, notes and a chart showing (1) the linear feet of perimeter boundary; (2) the total amount of paving in PVA; (3) the total amount of PVA interior landscaping and (4) the total number of parking spaces.
 - (iv) An Irrigation Plan showing the location, size and type of all proposed irrigation equipment to be installed, along with appropriate construction details and specifications necessary to fully describe the plan.

Note: In lieu of a completed irrigation plan, a note shall be placed on the landscape plan assuring the installation of an automatic irrigation system that will provide 100% coverage of all landscaped areas.
 - (v) Floor Plans of all proposed buildings clearly indicating the use of each separate space within the building.
 - (vi) A Lighting Plan showing the location, size, and type of all proposed exterior lighting and the manufacturer's specification sheets clearly showing the type, size, and finish of all lighting fixtures, poles, and appurtenances to ensure conformance with existing lighting in the park.
 - (vii) Signal Details clearly showing the appearance, location, size, colors and finishes of all proposed signs.
 - (viii) Additional Illustrative Graphics to illustrate the effectiveness of proposed screening of undesirable elements such as parking areas, loading areas, service areas, dumpsters, utilities and mechanical equipment. These drawings shall include section drawings of sufficient number and scale to clearly show that the desired screening will be achieved. In cases where compliance with screening requirements is not physically feasible, the applicant shall provide adequate documentation indicating the reasons.

- (ix) Any additional plans or drawings requested by the authorized reviewers to clearly demonstrate compliance with the rules and regulations governing development in the park.
- 9. All submitted plans reflecting site work shall be drawn to a convenient scale of not more than fifty (50) feet to an inch. All architectural plans shall be drawn to a convenient scale of not more than sixteen (16) feet to an inch. All plans and specification submitted for approval shall be signed and sealed by a licensed professional and shall meet the information requirements of Article V of the Protective Covenants of Cummings Research Park and shall conform to the restrictions listed in Article VI of the protective covenants, as well as to all applicable regulations of the City of Huntsville.
- 10. The Design Review Committee shall meet within thirty (30) days of the date of submission of the application to the Research Park Manager. After reviewing the plans and specifications submitted and along with all recommendations received from involved public agencies, the Design Review Committee shall approve the plans and specifications as proposed, approve conditioned upon specific stated modifications, or disapprove with recorded reasons therefor. Actions taken on submitted plans and specifications shall be certified in writing on each of two complete sets of plans and specifications. One set shall be returned to the applicant and the other shall be retained for the committee's files.

NOTE: No building permit shall be applied for nor Issued prior to the satisfactory completion of the above items.



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DESIGN REVIEW PROCEDURES

DESIGN REVIEW PROCEDURES for the CUMMINGS RESEARCH PARK WEST DESIGN CONTROL COMMITTEE

1. Application Procedure. Prior to beginning any improvements in Cummings Research Park West, an owner of land or his representative shall file an application for approval of plans and specifications. The application for approval shall:
 - (1) Be made in duplicate on the attached application form;
 - (2) Be accompanied by a minimum of six (6) copies of the complete set of plans and specifications;
 - (3) Be accompanied by a map showing the relation of the site in question to the approved Master Plan of Cummings Research Park West; and
 - (4) Be presented to the Chairman of the Design Control Committee.
2. Submission Requirements. Site plans shall be drawn to a convenient scale of not more than fifty (50) feet to the inch. Architectural plans shall be drawn to convenient scale of not more than eight (8) feet to the inch. All plans and specifications, when accompanied by the application form, shall meet the information requirements of Article V of the protective covenants.
3. Design Requirements. All plans and specifications shall conform to the restrictions listed in Article VI of the protective covenants, as well as applicable building, zoning and other regulations. In order to further promote the harmonious development of the park, the following design standards shall also be observed:
 - (a) All landscaping and grassed areas shall be irrigated by a sprinkler system.
4. Review and Approval of Plans and Specifications. The Design Control Committee shall meet within thirty (30) days of the date of submission of the application to the chairman. After reviewing the plans and specifications submitted and any recommendations available from involved public agencies, the Design Control Committee shall approve the plans and specifications as proposed, approve conditioned upon specific stated modifications, or disapprove with recorded reasons therefore. Actions taken or submitted plans and specifications shall be certified in writing on each of two complete sets of plans and specifications. One set shall be returned to the applicant and the other shall be retained for the committee's files.



**APPLICATIONS FOR DESIGN REVIEW
CUMMINGS RESEARCH PARK WEST**

1. Name of Applicant: _____

2. Address of Applicant: _____

3. Phone Number of Applicant: _____

4. Total Area of Tract (minimum 5 acres): _____

5. Description of Operations: _____

6. Floor Plan Summary of Buildings:

<u>Square Feet</u>	<u>% of Building</u>	<u>Type of Use</u>
_____	_____	Office
_____	_____	Laboratory & Testing
_____	_____	Manufacturing & Assembly
_____	_____	Storage
_____	_____	Other _____

7. Number of Employees by Shift:

<u>Employees</u>	<u>Shift Hours</u>
_____	_____
_____	_____
_____	_____

8. Site Coverage (not to exceed 50% of tract):

Total Building Area	_____ Sq. Feet
Paved Areas (parking, loading, drives, etc.)	_____ Sq. Feet
Total Area Covered	_____ Sq. Feet
Total Site Area	_____ Sq. Feet
Total percent of site coverage	_____ Sq. Feet

9. Parking Requirements:

_____ Sq. Ft. of Non-manufacturing Area – 250 sq. ft.	=	_____ Spaces
_____ Sq. Ft. of Manufacturing and Assembly Area – 400 sq. ft.	=	_____ Spaces
_____ Sq. Ft. of Non-manufacturing Area – 250 sq. ft.	=	_____ Spaces
Total Required Parking Spaces: _____		
Parking Spaces Provided: _____		

10. Signs (One attached and one ground sign per street frontage):

Attached Sign: ____ Yes ____ No	Sq. Ft. _____ (Maximum 100 Sq. Ft.)
Ground Signs: ____ Yes ____ No	Sq. Ft. _____ (Maximum 80 Sq. Ft.)
Height: _____ (Maximum 8 Ft.)	
Distance from existing or proposed R.O.W. _____ Ft. (Minimum 25 Ft.)	

11. Landscaping:

Tree Planting Required

1. One tree per 20 linear feet of boundary and one tree per 2000 square feet of PVA in interior of PVA (Paved Vehicular Area).
2. Number of trees shown in yards: _____
3. Number of trees shown in interior of PVA: _____
4. Total number of trees shown on plan: _____



CUMMINGSRESEARHPARK

CRP WEST PROTECTIVE COVENANTS

STATE OF ALABAMA

COUNTY OF MADISON

DECLARATION OF PROTECTIVE COVENANTS TO CUMMINGS RESEARCH PARK WEST

Whereas, the undersigned, City of Huntsville, is the owner of certain real estate located in Madison County, Alabama, described in Exhibit A attached hereto, and incorporated herein by reference, and

Whereas, the Owner desires to fix, and establish certain conditions, covenants, restrictions, easements and reservations, to protect all persons, firms or corporations that may hereafter become the owners of said property described in Exhibit A, or lots, or parts thereof, and

Whereas, as condition to participation in the hereinafter described "Association", the Owner is required and desires to subject the land and all improvements located and to be located thereon to the restrictions, covenants, terms, conditions and limitations expressed herein.

Now, therefore, the Owner does hereby proclaim, publish and declare that the land and all improvements located or to be located thereon are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied shall be binding upon the Owner and upon all parties having or acquiring any right, title, or interest in and to the land or said improvements or any part or parts thereof:

I. PROPERTY SUBJECT TO THIS DECLARATION

The real property, herein referred to as CUMMINGS RESEARCH PARK WEST, which is hereby made subject to the conditions, covenants, restrictions, easements and reservations set forth herein, is located in Madison County, Alabama, and is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference, together with any adjoining real property which may be made subject to this Declaration in accordance with Section VII hereof.

II. PURPOSE OF THIS DECLARATION

This Declaration is made to ensure proper use, development and improvement of CUMMINGS RESEARCH PARK WEST so as to:

- a) develop the CUMMINGS RESEARCH PARK WEST with a park-like character which will ensure its being a continuing asset to the Huntsville area and to the State of Alabama;
- b) ensure adequate and reasonable development of CUMMINGS RESEARCH PARK WEST;
- c) protect the Owners and Occupants of building sites against such use of neighboring building sites as might depreciate the value of their property;
- d) guard against the erection in CUMMINGS RESEARCH PARK WEST of structures built with unsuitable materials or with improper quality or methods of construction;

- e) encourage the erection of attractive, permanent improvements appropriately located to ensure harmonious appearances and functions;
- f) provide adequate and well-designed off-street parking and loading facilities; and
- g) encourage the development of advanced technological, architectural, and engineering design and, in general, provide a harmonious development that will promote the general welfare of the owners and occupants of CUMMINGS RESEARCH PARK WEST.

III. OWNERS AND OCCUPANTS ASSOCIATION

There is hereby established the CUMMINGS RESEARCH PARK WEST Owners and Occupants Association, herein referred to as the "Association". Each Owner in CUMMINGS RESEARCH PARK WEST, as well as Declarant, shall be a member in the Association. Each Owner shall be entitled to one (1) vote in the Association for each full acre of land owned in CUMMINGS RESEARCH PARK WEST; however, any Owner may assign any vote to which he is entitled to any Occupant on such terms as they may agree upon, and while any Occupant is entitled to a vote, such Occupant shall be deemed a member of the Association to the extent of the vote or votes assigned.

The Association is formed to provide for the maintenance, improvement and beautification of Common Areas and Common Facilities of CUMMINGS RESEARCH PARK WEST and to undertake such other activities as are related to maintaining CUMMINGS RESEARCH PARK WEST as a desirable development for members of the Association. The Association shall cause to be organized or designated some legal entity or nominee which shall be authorized to hold the title to real property. Such legal entity or nominee shall accept and retain legal title to those lands, if any, designated as Common Areas within CUMMINGS RESEARCH PARK WEST and such other open or park areas as may hereafter be designated as Common Areas by Declarants and thereafter deeded to the Association. Such legal entity or nominee shall hold such title for the use and benefit of the members of the Association, and every member of the Association shall have a right and easement of joint enjoyment in and to the Common Areas and Common Facilities and any Improvements thereon. The Association shall pay or arrange for payment directly by its members on an equitable basis, for such utility services that may be required for lighting, sprinkler systems, and other uses including maintenance, in connection with such Common Areas. To the ends set forth hereinabove, the Association shall assess its members, provided that such assessments are made upon affirmative vote of not less than two-thirds (2/3) of all votes then outstanding among all members of the Association, and provided, further, that the amount of such assessment shall be made against the members in direct proportion to the number of votes which each has. Each member of the Association shall be fully liable for prompt payment of the necessary assessments for property maintenance of the Common Areas.

The Association shall establish its own by-laws for the conduct of its affairs which shall include reasonable notice to each member prior to any meeting. Decisions of the Association shall be by majority of votes cast at any meeting, except as otherwise provided hereinabove.

IV. CUMMINGS RESEARCH PARK WEST DESIGN CONTROL COMMITTEE

There is hereby established the CUMMINGS RESEARCH PARK WEST Design Control Committee, hereafter referred to as the "Committee" which shall consist of no more than six (6) members, one of which must be an architect licensed to practice in the State of Alabama, one of which shall be a registered landscape architect licensed to practice in the State of Alabama, and one of which shall be a registered professional engineer licensed to practice in Alabama. So long as fifty (50%) percent or more of CUMMINGS RESEARCH PARK WEST acreage subject to this Declaration, exclusive of public roadways and other Common Areas, is owned by Grantor, then all members of the Committee shall be appointed by the Chief Administrator of said Grantor. At such time as less than

fifty (50%) percent of the land subject to this Declaration, exclusive of public roadways and other Common Areas, is owned by Grantor, the Chief Administrator of said Grantor shall then be entitled to appoint only three (3) members of the Committee and the remaining members thereof shall be appointed by the CUMMINGS RESEARCH PARK WEST Owners and Occupants Association (referred to in Section III). Each member of the Committee shall serve at the pleasure of the entity appointing him, and each such member can be removed at any time, with or without cause, by the entity that so appointed him. The entity appointing each member shall have the responsibility and obligation of compensating its appointees. If Grantor ceases to be an Owner or Occupant of any real property within CUMMINGS RESEARCH PARK WEST, then all of the Committee shall be elected by the CUMMINGS RESEARCH PARK WEST Owners and Occupants Association (referred to in Section III hereinafter).

The vote of a majority of the members of the Committee at a meeting shall constitute the action of the Committee on any matter before it, provided, however, in no event shall a vote of less than three (3) members (either affirmative or negative and not both) constitute acts of the Committee. The committee shall adopt bylaws governing the time, place and manner in which the business of the committee will be conducted.

V. APPROVAL OF PLANS

No construction or exterior alteration of any Building or other Improvement may be initiated without written approval of the plans and specifications for such construction or alteration by the committee. The Committee shall either approve or disapprove any plans submitted to it within thirty (30) days from the date on which they are submitted, and failure to either approve or disapprove within this period shall constitute approval of said plans. The following information, as appropriate, shall be submitted to the Committee for its approval of any plans:

- a) Preliminary architectural plans for the proposed building or buildings.
- b) A site plan for traffic engineering analysis, showing location and design of buildings, driveways, driveway intersections with streets, parking areas, loading areas, maneuvering areas and sidewalks.
- c) A grading plan and a planting plan, including screen walls and fences, for analysis of adequacy of visual screening and landscape architectural design.
- d) An erosion control plan to control sedimentation and storm water runoff during site construction.
- e) A site plan showing utilities and utility easements, including any waste disposal fields.
- f) An estimate of the maximum number of employees contemplated for the proposed development and timing of shifts during which they would work.
- g) Plans for all signs to be erected, including details of sign's location, design, color and lighting.
- h) A description of proposed operations in sufficient details to permit judgment of whether or not they are permitted uses under the terms of then existing zoning ordinance, including the extent of air pollution, vibration, noise, odor, glare, hazard of fire and explosion, radiation, radioactive materials, electromagnetic interference, water pollution and wastes, or other performance characteristics that may be specified in the then existing zoning ordinance.
- i) Engineering and architectural plans for the solution of any problem indicated by item (h) above, including any necessary plans for compliance with the performance standards contained in the then-existing zoning ordinance.
- j) Any other information required to ensure compliance with requirements contained herein.

Upon receipt of approval from the Committee, the Owner or Occupant to whom the approval is given shall, as soon as practicable, satisfy any conditions thereof and diligently proceed with the commencement and completion of all approved construction. Unless work on the approved construction shall be commenced within one (1) year from the date of such approval, then the approval shall automatically be revoked, unless the Committee has given written permission for an extension of time for commencing work.

The Committee shall exercise its best judgement to see that all Buildings and Improvements (including landscaping) conform and harmonize with existing and final design, quality, type of construction, material color, setting, height, grade and finished ground elevation. Actions of the Committee through its approval or disapproval of plans, specifications, and other information submitted pursuant to the provisions of this Section V, or in respect of any other matter before it, shall be conclusive and binding on all parties.

Applications for approval hereunder are to be submitted in duplicate to the Committee. Approval of plans and specifications by the Committee shall be in writing and in accordance with procedures designated by the Committee.

VI. RESTRICTIONS ON IMPROVEMENTS

The following restrictions are imposed on the property subject to this Declaration.

- a) Temporary Structures - No temporary Buildings or other temporary structures shall be permitted on any Building Site; however, trailers, temporary buildings, barricades, and the like shall be permitted for construction purposes during the construction period of permanent Building. Such structures shall be placed as inconspicuously as possible, shall cause no inconvenience to Owners or Occupants, and shall be removed not later than fourteen (14) days after the date of completion or date of occupancy of the Building(s) (which ever date is first) in connection with which the temporary structure was used, unless a variance is granted by the committee.
- b) Area, Yard, and Height Requirements - The Committee may establish more restrictive requirements than the existing zoning regulations from time to time as it deems necessary.
- c) Site Placement - All Buildings and other Improvements shall be placed so that the existing topography and landscape shall be disturbed as little as possible, and so that the maximum number of desirable trees and other natural features will be preserved. Written permission must be obtained from the Committee before removal of trees or other natural features begins. Any trees removed due to constructions shall be replaced.
- d) Parking, Loading and Unloading Areas - Off-street automobile parking and unloading spaces shall be as approved by the Committee and each owner and occupant shall be responsible for compliance by its employees and visitors, and shall be subject to the sanctions referred to in paragraph (n) hereinafter for any violations committed by its employees or visitors. Loading areas shall not encroach into setback areas or be visible from any street, freeway, or expressway, unless specifically approved by the committee in writing. Loading docks shall be set back and screened to minimize the effect of their appearance from neighboring Building Sites.
- e) Service, Screening, Storage Areas - Garbage and refuse containers shall be concealed and contained within the buildings, or shall be concealed and contained by means of a screening wall of material similar to and compatible with that of the Building. These elements shall be integral with the concept of the Building plan, be designed so as not to attract attention, and shall be located in the most inconspicuous

manner possible. Unless specifically approved by the Committee in writing, no materials, supplies, or equipment shall be stored in any area on a Building Site except inside a closed Building, or behind a visual barrier screening such areas so that they are not visible from neighboring Building Sites, common Areas or public streets.

- f) Streets, Drives, Curbs and Walks - Streets, drives, curbs and walks shall be constructed or altered in accordance with plans and specifications submitted to and approved in writing by the Committee.
- g) Landscaping - Every Building Site on which a Building shall have been placed shall be landscaped in accordance with plans and specifications submitted to, and approved by, the Committee. Landscaping as approved by the Committee shall be installed within ninety (90) days of occupancy or completion of the Building, whichever occurs first.
- h) Exterior Materials, Colors - Finished building materials shall be applied to all sides of a Building which are visible to the general public, as well as from neighboring Building Sites and Common Areas. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent Buildings. The Committee shall have the sole right to approve or disapprove materials and colors so controlled. Wood frame buildings as well as exposed utility block buildings will not be allowed. No exposed metal exterior surfaces will be allowed, except the committee may approve a metal exterior building having a unique and specialized exterior surface.
- i) Signs - Signs shall be designed, erected, altered, reconstructed, moved, and maintained in whole or in part in accordance with plans and specifications submitted to and approved by the Committee in writing.
- j) Utilities - Mechanical Equipment, Roof Projection - All mechanical equipment, utility meters, and storage tanks shall be located in such a manner so as not to be visible to the general public or from other Building Sites or Common Areas. If concealment within the Building is not possible, then such utility elements shall be concealed by screening. Antennae shall be visually masked to the extent practicable and consistent with appropriate electromagnetic considerations.

Penthouses and mechanical equipment screen walls shall be of a design and materials similar to and compatible with those of the Building.

Underground utility lines throughout CUMMINGS RESEARCH PARK WEST shall be used, unless exception is made by the Committee. 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, but same may be placed on or below the soil surface, and where so placed, shall be adequately screened from view.

Large items such as communication equipment, air conditioning, ventilating, or other mechanical equipment shall be screened or enclosed in such manner as to mask such equipment. If this is impossible or impractical, such elements shall be organized in an orderly manner in accordance with written approval of the Committee. Projections shall be compatible with the Building.

- k) Pollutants - No noxious or offensive trades, services, or activities shall be conducted on the premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owner or Occupants by reason of unsightliness or excessive emission of air pollution, odors, glare, vibration, gases, radiation, water pollution wastes, and noise.

- l) Exterior Lighting - All exterior lighting shall be designed, erected, altered and maintained in accordance with plans and specifications submitted to and approved by the Committee In writing to the end that lighting shall be compatible and harmonious throughout CUMMINGS RESEARCH PARK WEST.
- m) Each Owner and Occupant shall be entitled to file complaint with the Committee alleging a violation of this Section. The Committee shall designate one (1) of its members or an agent who shall be readily available to investigate any complaints filed. If such member or agent shall conclude that any complaint filed has merit, the alleged violator shall be promptly notified in writing of the complaint, and, upon receipt of the written notice of the complaint, the alleged violator shall have two (2) business days within which to begin, in good faith, to cure the violation or within which to file an appeal before the Committee. If the alleged violator does not begin in good faith to cure the violation or file an appeal within the two (2) days provided, the Committee member or agent, as the case may be, may cause the violation to be cured at the expense of the Owner or Occupant deemed to be in violation. If the alleged violator appeals to the Committee, the Committee shall hear the appeal within seven (7) days. If at least three (3) members of the Committee uphold the findings of the individual member or agent, the Committee may cause the violation to be cured at the expense of the Owner or Occupant in violation, if the violator has not cured such violation within a reasonable time as determined by the Committee.

By purchasing or leasing property subject to this Declaration, each Owner Or Occupant binds itself, its successors, and assigns to pay to the Committee the actual cost to cure any violation hereunder together with liquidated damages of ten (10%) percent of such cost, which damages are, when collected, to be allocated by the Committee toward defraying the cost of enforcing this provision.

VII. EXTENSION OF DECLARATION TO ADJOINING REAL PROPERTY

Any Declarant who owns real property contiguous to CUMMINGS RESEARCH PARK WEST (whether or not such properties are separated by any street, roadway, right-of-way, easement or Common Area) may at any time during the pendency of this Declaration add all or a portion of such real property to that which is subject to this Declaration. Any Declarant who wishes to extend this Declaration to adjoining real property shall file a record of notice that such additional real property is made subject to this Declaration. Upon such recordation in Madison County, Alabama, this Declaration shall run with the land already subject hereto and with the additional real property as if this Declaration had always applied to all of the additional real property from the inception hereof, and shall inure to the benefit of, and be binding upon, the Owners of all such property, the Declarants, and any other having an interest therein, as Occupants or otherwise, their respective heirs, successors and assigns. At the time such property is made subject to this declaration it must be in complete conformance with all design standards contained herein.

VIII. CONFLICTS

Zoning restrictions and regulations, applicable building and inspection codes and regulations, and any other governmental restrictions and requirements shall be observed. In the event of any conflict between this Declaration and any such governmental codes, regulations, restrictions, and requirements, the provisions which require more restrictive standards shall apply.

IX. EASEMENTS

Easements for the installation and maintenance of underground utilities, supply and transmission lines, and drainage facilities are reserved by Grantor through all of CUMMINGS RESEARCH PARK WEST, excepting only areas within Building Sites on which Buildings are located or areas within Building Sites for which plans and specifications for any Building have been approved by the Committee.

Such easements shall include the right of ingress and egress, provided that any damage to property or improvements thereon resulting from the installation, maintenance or repair of any underground utilities, supply and transmission lines or drainage facilities shall be repaired or replaced at the expense of the Grantor or the authority which directed the activities causing the damage.

X. DURATION, MODIFICATION AND TERMINATION

The conditions, covenants, restrictions, easements, and reservations set forth in this Declaration as herein stated, or as amended as hereinafter provided, shall run with and bind the land within CUMMINGS RESEARCH PARK WEST, as well as any adjoining real property to which this Declaration is extended in accordance with Section VIII hereof and shall be and remain in effect, and unless sooner, terminates as hereinafter provided, shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, and successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said declaration shall be automatically extended for successive periods of ten (10) years, except that any easement created hereby shall exist to the extent permitted by law.

This Declaration may be amended from time to time or terminated by an instrument in writing, properly executed, acknowledged and filed with the Madison County Judge of Probate in accordance with the following provisions:

- a) If Grantor is an Owner or Occupant of fifty (50%) percent or more of the total acreage of CUMMINGS RESEARCH PARK WEST, exclusive of acreage contained in public roads or Common Areas, Grantor shall have the right to amend or terminate this Declaration.
- b) If Grantor is an Owner or Occupant of less than fifty (50%) percent of the total acreage of CUMMINGS RESEARCH PARK WEST, exclusive of acreage contained in public roads, or Common Areas, this Declaration may be amended or terminated by Grantor and the Owners of fifty (50%) percent of the remaining acreage of CUMMINGS RESEARCH PARK WEST, exclusive of acreage in public roads or Common Areas.
- c) If Grantor is neither an Owner nor an Occupant of any acreage in CUMMINGS RESEARCH PARK WEST, this Declaration may be amended or terminated by the Owners of two-thirds (2/3) of the total acreage of CUMMINGS RESEARCH PARK WEST, exclusive of acreage contained in public roads or Common Areas.

Each purchaser or grantee of any interest in any real property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the conditions, covenants, restrictions, easements, and reservations of this Declaration may be amended, or terminated as provided above.

XI. ENFORCEMENT

Enforcement of the provisions of this Declaration shall be by any appropriate proceeding at law or in equity against any person, corporation, or other entity violating or attempting to violate said provisions, either to restrain such violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or charge arising by virtue hereof. The failure of the Declarant, the Association, any Owner or Occupant to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Every Owner or Occupant shall be obligated to pay the attorney's fees of the party or parties bringing an action against each Owner or Occupant for the enforcement of the provisions of this Declaration, provided such party or parties bringing said action has obtained a judgment in its favor by a court of record, and such judgment has become final. The amount of attorney's fees shall be determined by the court involved in such proceedings.

XII. SEVERABILITY

Invalidation of any one or more of the provisions of this Declaration by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Joe W. Davis, as Mayor, and Ruby C. Neeley, As Clerk-Treasurer of the City of Huntsville, a municipal corporation within the State of Alabama, have hereunto set their hands and seals as and for the official act of said municipal corporation, in accordance with their duly constituted authority as such Mayor and Clerk-Treasurer, on this the 28th day of December, 1983.

CITY OF HUNTSVILLE, ALABAMA

BY: JOE W.DAVIS

Its Mayor

ATTEST:

RUBY C. NEELEY
Its Clerk-Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

I the undersigned Notary Public, in and for said County and State, hereby certify that Joe W. Davis, whose name as Mayor of the City of Huntsville, Alabama, is signed to the foregoing protective covenants, and who is known to me acknowledged before me on this day that, being informed of the contents of said protective covenants, he as such officer and with full authority, executed the same voluntarily for and as the act of said City of Huntsville, Alabama.

Given under my hand this 28th day of December, 1983.

CHARLOTTE F. MASSEY
NOTARY PUBLIC

I, Ruby C. Neeley, hereby certify that I am the duly elected and qualified City Clerk-Treasurer of the City of Huntsville, that the above is a true and correct copy of the Declaration of Protective Covenants to Cummings Research Part West, and the City Council of the City of Huntsville did, pursuant to Resolution No. 83-578 adopted on the 22nd day of December, 1983, authorize and direct the execution and the filing of same for and on behalf of the City of Huntsville for record in the Office of the Judge of Probate of Madison County, Alabama

This 28th day of December, 1983.

RUBY C. NEELEY
Ruby C. Neeley
City Clerk-Treasurer
City of Huntsville, Alabama

“EXHIBIT A”

All that part of Section 31, Township 3 South, Range 1 West, Section 36, Township 3 South, Range 2 West, Section 6, Township 4 South, Range 1 West and Section 1, Township 4 South, Range 2 West, in the City of Huntsville, Madison County, Alabama; more particularly described as beginning at the intersection point of the Southeast corner of said Section 1 in the Southwest corner of said Section 6. The aforementioned point of beginning is further described as being the center of Old Madison Pike;

Thence South 89 degrees 33 minutes West 155.76 feet;

Thence leaving said Old Madison Pike, North 0 degrees 54 minutes East 100.03 feet;

Thence North 0 degrees 54 minutes East 2548.42 feet;

Thence South 89 degrees 54 minutes West 926.34 feet;

Thence North 89 degrees 35 minutes West 851.22 feet;

Thence South 0 degrees 57 minutes West along a line whose record bearing is South 0 degrees 30 minutes West 2567.56 feet;

Thence South 0 degrees 57 minutes West along a line whose record bearing is South 0 degrees 30 minutes West 100.03 feet to the center of the aforementioned Old Madison Pike;

Thence along said center line of Old Madison Pike, South 89 degrees 33 minutes West along a line whose record bearing is South 89 degrees 06 minutes West 1005.44 feet;

Thence North 0 degrees 57 minutes East along a line whose record bearing is North 0 degrees 30 minutes East 2582.77 feet;

Thence North 89 degrees 38 minutes West 1071.14 feet;

Thence North 0 degrees 20 minutes East 2593.41 feet to a point on the North line of the aforementioned Section 1 and the South line of the aforementioned Section 36;

Thence South 89 degrees 41 minutes East 1316.75 feet;

Thence due East 1791.72 feet;

Thence North 0 degrees 02 minutes East 200.0 feet;

Thence due West 200.0 feet;

Thence North 0 degrees 02 minutes East 3458.48 feet;

Thence South 87 degrees 59 minutes East 1442.37 feet to a point on the West margin of a 120-foot wide right-of-way;

Thence South 87 degrees 59 minutes East 120.07 feet to a point on the East margin of the aforementioned 120-foot wide right-of-way;

Thence South 87 degrees 59 minutes East 2150.92 feet to a point on the West margin of Rideout Road right-of-way;

“EXHIBIT A”

Page 2

Thence along said western margin of Rideout Road right-of-way as follows: South 0 degrees 22 minutes East 1428.12 feet, South 01 degree 29 minutes East 1164.96 feet, South 0 degrees 32 minutes East 705.56 feet, South 0 degrees 53 minutes East 230.73 feet, South 04 degrees 09 minutes West 619.27 feet, South 01 degree 37 minutes West 500.03 feet, South 0 degrees 50 minutes West 600.0 feet, South 0 degrees 04 minutes West 400.04 feet, South 0 degrees 04 minutes East 497.45 feet and North 87 degrees 04 minutes West 13.20 feet;

Thence leaving said western right-of-way of Rideout Road, North 89 degrees 44 minutes West 1818.55 feet;

Thence South 0 degrees 55 minutes West 2539.10 feet;

Thence South 0 degrees 55 minutes West 100.3 feet to a point in the center line of the aforementioned Old Madison Pike;

Thence along said center line South 89 degrees 33 minutes West 776.16 feet to the point of true beginning and containing 821.38 acres, more or less.

Loss and except a 10-foot wide road right-of-way along the most westerly boundary of the herein described tract as recorded in Deed Book 157, Page 40, Probate Records of Madison County, Alabama.

Subject to one-half of an existing right-of-way for Old Madison Pike along the southern boundary of the herein described tract.



CUMMINGSRESEARHPARK

CRP WEST DEED RESTRICTIONS

RESOLUTION NO. 89-396

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that Resolution No. 83-579, which places certain restrictions on the lands owned by the City of Huntsville, Alabama, in the Cummings Research Park West, be and the same is hereby amended to read as follows, to wit:

I. Use of the real estate shall be subject to the Protective Covenants to Cummings Research Park West, as recorded in Deed Book 626 at page 602 in the Office of the Judge of Probate of Madison County.

II. Use of the real estate shall be subject for a period of twenty (20) years to the following restrictions, which shall be deemed for all purposes covenants running with the land, violation of which may be enjoined at the suit of the within Grantor, its successors or assigns, including the immediate and remote Grantees of the within Grantor of other parcels of land within the area acquired and developed by the Grantor known as the "CUMMINGS RESEARCH PARK WEST". Such restrictions are as follows, viz:

- (a) Said property shall be used only for the purposes of laboratories, offices and other facilities for basic and applied research and development, testing and consulting, whether public or private; production or assembly of prototype products, scientifically-oriented production, or the assembly of high-technology products which are related to the on-site research and development activities of the Grantee or its assigns; or any use permitted pursuant to ARTICLE 51 – "RESEARCH PARK WEST DISTRICT REGULATIONS," of the Zoning Ordinances of the City of Huntsville, Alabama, [Ordinance Number 63-93, as amended].
- (b) Said property, or any portion thereof, or any building, structure or improvement thereon shall not be used, kept, maintained or offered for general rental or lease purposes, except that the Grantee or its assigns may use, keep, maintain or offer up to 25% of the heated floor space of a building, structure or improvement on the property for general rental or lease purposes, for a qualified use, if the portion thus used, kept, maintained or offered for general rental or lease purposes is reasonably necessary for the future expansion of the Grantee, its primary tenant or its assigns. In no event shall an entire building, structure or improvement on the subject property be occupied by more than a primary or base tenant, plus one (1) additional tenant for each 7,500 square feet of permitted excess rental/lease area.
- (c) Any failure or delay on the part of the within Grantor to object or to bring suit to enjoin any violation of these restrictions shall in no event be deemed a waiver of same, except with respect to Architectural Control Committee approval, as specifically provided in the Protective Covenants referenced in paragraph I, above.

III. It is expressly agreed and acknowledged by and between the parties hereto that the hereinabove described tract of land is being sold and conveyed to the Grantee for the construction thereon of a facility to be used in accordance with the permitted uses hereinabove specified in paragraphs 11(a), 11(b) and 11(c), and that a part of the consideration for the conveyance of said property to the Grantee is the Grantee's agreement to obtain a building permit, complete all site preparation, and to commence the actual physical construction of the facility thereon, as approved by the Architectural Control Committee, within twelve (12) months from

the date of this conveyance, and to continue without interruption the construction of the said facility until completed according to approved plans and specifications. The Grantee does for itself, its successors and assigns, agree that upon its failure to meet the requirements hereunder then the Grantor may, at its option, within 360 days of Grantee's failure, repurchase the above described tract of land for a sum equal to the total purchase price paid by the Grantee therefor plus the value of any improvements thereon.

IV. The Grantee hereby agrees that in the event Grantee, or Grantee's assigns, shall elect to sell or otherwise dispose of any unimproved portion of the above described property within twenty (20) years from the date of this conveyance, Grantee shall first offer such unimproved portion to Grantor at the purchase price per acre of such portion paid by Grantee to Grantor. Grantor and Grantee hereby further agree as follows:

- (a) Before offering any unimproved portion of the above described property for sale or development, the Grantee shall submit its plan therefor to the Planning Commission of the City of Huntsville, Alabama, for approval as is required by law in the subdivision of land. The costs of such submission shall become a part of the purchase price of the property in the event the Grantor herein shall elect to exercise its right of first refusal as permitted in this Paragraph IV.
- (b) Before consummating any sale of any unimproved portion of the real property involved, Grantee, or Grantee's assigns, shall notify Grantor in writing of its intention to sell the same as a separate parcel of property and shall offer such property to Grantor in writing at the price hereinabove specified. In the event Grantor shall elect so to repurchase said property, it shall so notify the Grantee, or Grantee's assigns, in writing, and shall pay this amount of the sale price in cash to Grantee or Grantee's assigns, upon delivery of a deed from the Grantee, or Grantee's assigns, reconveying such unimproved parcel of property to Grantor, subject only to ad valorem real property taxes for the then current year, and covenants, restrictions, reservations and rights-of-way then of record. In the event Grantor shall not so notify Grantee, or Grantee's assigns, in writing of its election to repurchase said property within forty-five (45) days from receipt of notification from Grantee, or having given such notice of its election to repurchase, shall not tender the purchase price thereof, as aforesaid, within forty-five (45) days after delivery of such notice from Grantor of its election to repurchase, Grantee, or Grantee's assigns, shall no longer be obligated to Grantor with respect to any repurchase of such unimproved real property. Such unimproved real property shall be selected by Grantee or Grantee's assigns in such manner that no one (1) major dimension shall exceed any other major dimension by a factor in excess of two (2) and shall be in the configuration of a rectangle or square as nearly as practicable; provided, however, that if at least one boundary of said property, when so placed as to comply with building set-back provisions of applicable building codes and restrictions does not abutt a public street, or streets, said area shall be enlarged by extension of the boundaries thereof in straight lines to the extent necessary to cause said area to abutt the nearest public street providing access to said area.
- (c) In the event Grantee, or Grantee's assigns, shall have made substantial improvements, including construction of a building, and desires to sell the entire tract of real property here involved to a single purchaser in one transaction, the Grantee or its assigns shall be under no obligation to Grantor with respect to offering the property for repurchase.

- (d) Grantee, or Grantee's assigns, shall be under no obligation to Grantor with respect to offering the unimproved real property to Grantor as herein provided in paragraph (IV) above, and shall be entitled to retain any consideration received, if the contemplated sale or transfer by Grantee, or Grantee's assigns, is:
- (1) A sale or transfer to the United States or the State of Alabama or to any department, subdivision or agency thereof, including any legally established Industrial Development Board or other public corporation expressly authorized under Alabama Law, or to any municipality or municipal corporation, whether voluntary or involuntary, or any other sale or transfer under threat of condemnation, or
 - (2) To a wholly owned subsidiary of the Grantee, or Grantee's assigns, or to a legal entity of which the Grantee, or Grantee's assigns, own more than 50% interest.
 - (3) In connection with a merger, consolidation, reincorporation, any reorganization of the types described in Section 368 of the Internal Revenue Code of 1986, as amended from time to time, or any similar provision of the Internal Revenue laws of the United States, or other corporate reorganization, except under the laws relative to bankruptcies, affecting or involving the Grantee, or
 - (4) To an investor pursuant to a sale and leaseback agreement whereby such investor shall have agreed to construct upon such property a facility in conformance with PARAGRAPH II leased to or to be occupied by the Grantee or the Grantee's successor in title as a result of a sale or transfer by Grantee, or Grantee's assigns, of a type described in subparagraph (2) or (3) above; or
 - (5) Any sale or conveyance approved in writing by Grantor; provided, however, that this option to repurchase and the restrictions elsewhere set out in this option shall continue in effect as to said land or part thereof, in the hands of any successor in title of Grantee as a result of a sale or transfer of a type described in subparagraphs (2), (3), (4), above, or in this paragraph. It is further provided that this option and said restrictions shall apply in the event of any involuntary transfer or conveyance of the above described property suffered by the Grantee or Grantee's assigns, (except an involuntary transfer or conveyance of the type described in subparagraph (1) above) with like effect as to a voluntary sale, conveyance or transfer and shall be, in any case, deemed a covenant running with the land.
- (e) In the event Grantee, or Grantee's assigns, shall wish to encumber all or any portion with a building program for the improvement of such property, Grantor will, upon request, subordinate the rights contained in the foregoing paragraphs to any such encumbrances, provided, however, said mortgage or encumbrances will provide that in the event of default the within Grantor will be given 30 days notice before foreclosure proceedings or any other action is instituted.

- (f) Nothing in this paragraph IV shall be deemed to inhibit the right of Grantee, or Grantee's assigns, acting without the concurrence of Grantor, to grant easements or rights-of-way for the installation of utilities or roadways deemed necessary by Grantee, or Grantee's assigns, for appropriate utilization of the premises.

V. The Foregoing agreements shall be valid for a period of twenty (20) years from the date of this conveyance.

VI. The City Council of the City of Huntsville, Alabama, may grant a written exception to the restrictions herein contained, by resolution which shall clearly and specifically set forth the exception and the reasons therefor. The City Council shall hold a public hearing on any request for a written exception hereunder. No resolution granting any such exception shall be adopted until after such public hearing. Any such resolution shall be executed in the name of the City by the President of the City Council and the Mayor. No assigns or immediate or remote Grantees of the Grantor shall have the right to restrain the granting of any such exception or any use of the property pursuant to such exception.

BE IT FURTHER RESOLVED by the City council of the City of Huntsville, Alabama, that those properties situated in Cummings Research Park West which have been sold heretofore subject to those certain restrictions set forth in Resolution Number 83-579 shall continue to be affected only by the restrictions set forth in the said Resolution Number 83-579; and that all lands in Cummings Research Park West owned by the City of Huntsville as of the date of the adoption of these amended restrictions shall be affected and governed by the amended restrictions hereinabove set forth. A Grantee of property in Cummings Research Park West may enforce against other property owners in the said Park only those restrictions to which its own property is subjected.

ADOPTED this the 27th day of July, 1989.

ERNEST C. KAUFMANN
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 27th day of July, 1989.

STEVE HETTINGER
Mayor of the City of
Huntsville, Alabama



CUMMINGSRESEARHPARK

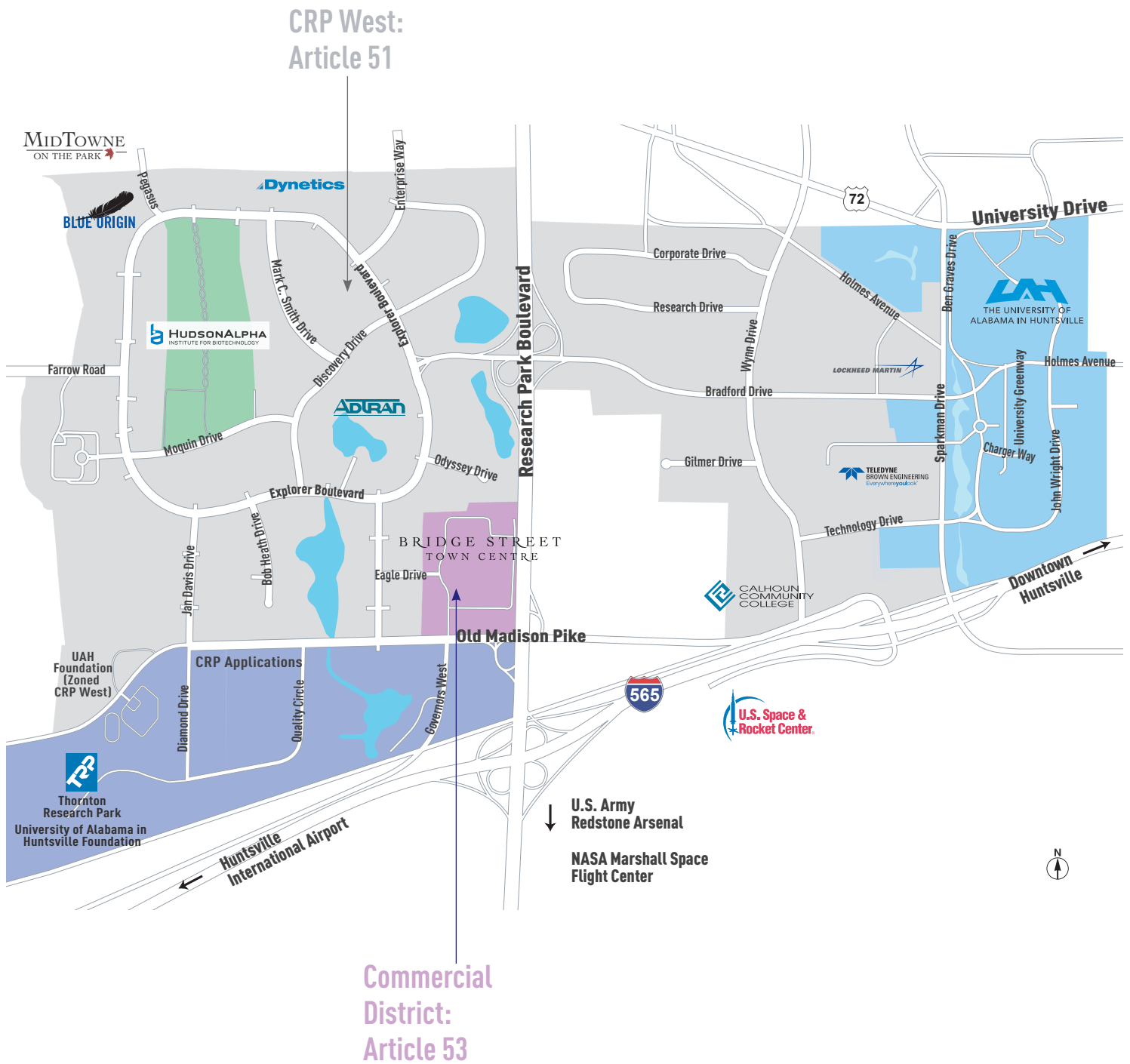
ZONING ORDINANCES

UPDATED DECEMBER 19, 2019

PLANNING COMMISSION

HUNTSVILLE, ALABAMA

Cummings Research Park: Zoned Districts Map



ARTICLE 51. – RESEARCH PARK WEST DISTRICT REGULATIONS

Purpose. The purpose and intent of the Research Park West District Regulations are to provide a controlled and protected environment for the orderly growth and development of high technology industries within a park-like setting.

Within the Research Park West District as shown on the official Zoning Maps of the City of Huntsville, Alabama, the following regulations shall apply:

51.1. – USES PERMITTED.

No building, structure, or land shall be used and no building or structure shall hereafter be erected, structurally altered, enlarged, or maintained except for one or more of the uses herein cited and subject to the conditions stated herein:

A single-family dwelling, only in connection with bona fide agricultural operations, as defined in [this] section 51.1.

Agricultural operations on tracts of 10 acres or greater, provided no sales are made on the premises, but not including commercial animal or poultry farms or kennels.

Commercial heliports and/or helipads.

Computer programming and other software services.

Educational, scientific and research organizations.

Engineering, architectural, and design services.

Federal, state, county, city or public utility owned or operated buildings and uses.

Limited, temporary sleeping quarters for scientists, laboratory technicians, custodians and caretakers that are demonstrated to be necessary to carry out a permitted use in this district.

Mobile food vending sites.

Mobile food vending units.

Office buildings for general office purposes, but only in connection with on-site research, development testing and related manufacturing or in connection with such uses offsite (example: the general administrative offices of a research and development firm are permitted though no onsite research and development occurs.)

Permitted uses as special exceptions as defined and regulated by subsection 92.5.3 hereof.

Production facilities and operations with a high degree of scientific input and activity where at least 30 percent of the building area is devoted to nonmanufacturing activities to include offices, laboratories, technical support, etc. The remaining 70 percent may be used for manufacturing, assembly and related uses.

Research, experimental and testing laboratories.

Retail sales, consumer service establishments and other accessory uses (not including wholesale sales) are allowed in connection with any permitted use. Such uses will be primarily for the convenience of employees, students, or faculty of establishments permitted as principal uses; provided, however, that commercial uses shall not occupy more than five percent of the total floor area of all buildings on any lot or group of contiguous lots in common ownership or control.

Structures accessory to uses permitted herein including, but not limited to, warehouses, storage buildings, and pump houses provided such accessory uses shall not exceed 30 percent of the total building area of the primary use.

Telecommunications businesses, excluding radio and television studios.

(Ord. No. 96-1008, § 2, 1-23-1997; Ord. No. 05-547, § 3, 8-23-2005; Ord. No. 09-1053, § 1, 12-17-2009; Ord. No. 15-479, § 1, 8-27-2015; Ord. No. 12-581, § 1, 8-23-2012)

51.2. – PERFORMANCE STANDARDS.

The performance standards listed in section 50.2, Research Park District hereof, shall be required of all uses located in the Research Park West District.

51.3. – REQUIRED YARDS.

- 51.3.1. Yards facing an existing or proposed street other than a controlled access highway shall be considered front yards. Such yards shall have a minimum depth of 100 feet.
- 51.3.2. All other yards shall have a minimum depth of 50 feet, provided that no building shall project through an imaginary height plane as described in section 51.8.1.
- 51.3.3. All required yards shall be kept clear of driveways and vehicular access ways, except as necessary to cross a required yard, and shall be kept clear of parking areas, loading areas, accessory uses and buildings, provided however, a gate or security station may be located in a required yard.

(Ord. No. 09-430, § 21, 7-9-2009; Ord. No. 17-885, § 1, 12-21-2017 ; Ord. No. 18-536, § 1, 8-23-2018)

51.4. – DENSITY REGULATIONS.

- 51.4.1. Buildings shall not cover an area greater than 40 percent of the total area of the tract upon which the buildings are located.
- 51.4.2. Buildings and all paved areas shall not cover an area greater than 60 percent of the total area of the tract.
- 51.4.3. Minimum lot area shall be not less than four acres for each tract.
- 51.4.4. Minimum lot width of each tract shall be not less than 300 feet measured at the minimum building line.

(Ord. No. 17-885, § 2, 12-21-2017 ; Ord. No. 18-232, §§ 2, 3, 5-24-2018)

51.5. – STREET ACCESS AND FRONTAGE.

- 51.5.1. Each lot shall have a minimum frontage of 100 feet on a public road.
- 51.5.2. Access to building sites shall be via collector or arterial streets, wherever possible. No access roads serving plants shall be permitted which may place heavy traffic on residential streets that are not classified as major collector or arterial streets.

51.6. – OFF-STREET PARKING AND LOADING REQUIREMENTS.

Except as provided for herein all off-street parking and loading requirements shall be provided for as set forth in article 70 hereof.

- 51.6.1. Driveways and vehicular access ways, except as necessary to cross a required yard, are not permitted in any required yard. Driveways and vehicular access ways shall be paved and properly drained.
- 51.6.2. Parking areas shall not be placed in any required yard and shall be paved and properly drained. No parking shall be permitted any place other than paved parking areas.
- 51.6.3. Loading areas shall not be placed within any front yard or any required side or rear yard and shall be located and properly screened so as not to be visible from any existing or proposed street.

- 51.6.4. Parking and loading areas shall be landscaped in accordance with section 51.9, landscaping requirements.
- 51.6.5. Lighting of off-street parking and vehicular use areas is required in accordance with section 71.6, PVA lighting requirements. Required bicycle parking spaces and facilities shall be provided as set forth in article 76 hereof.
(Ord. No. 99-1020, § 9, 1-13-2000; Ord. No. 05-547, § 4, 8-23-2005; Ord. No. 09-430, § 22, 7-9-2009; Ord. No. 10-507, § 2, 8-26-2010)

51.7. – SIGNS PERMITTED.

Signs shall be permitted in accordance with section 72.4.8 and shall be regulated in accordance with the provisions of article 72, sign control regulations.

51.8. – HEIGHT REQUIREMENTS.

- 51.8.1. Unlimited, except when abutting residential districts; when abutting residential districts, the following regulations shall be applicable: no portion of any building shall project through imaginary height planes leaning inward from any yard other than a front yard, as defined in section 51.3.2, at a slope of .6 foot of height for each foot of horizontal distance measured perpendicularly to the property boundary, except as provided for in section 73.9.1.
- 51.8.2. Reserved.
(Ord. No. 05-547, § 5, 8-23-2005; Ord. No. 18-536, §§ 2, 3, 8-23-2018)

51.9. – LANDSCAPING REQUIREMENTS.

Every building site on which a building shall be placed shall be landscaped in the following manner. All landscaping must be installed in accordance with the provisions of section 73.19, installation of landscaping.

- 51.9.1. All yards required under this ordinance shall be landscaped and maintained. A minimum of one tree per 20 linear feet of distance for each boundary line shall be planted in the required yards.
- 51.9.2. All off-street parking areas shall be screened, as well as practicable, from view from streets by the use of earth berms or landscaping materials.
- 51.9.3. All off-street parking areas, to include drives within the parking areas, greater than either 20 automobile spaces or 6,000 square feet shall have at least five percent of the interior of the parking area landscaped in planting islands or peninsulas. Width of islands or peninsulas shall be a minimum width of at least five feet between backs of curbs and at least one tree per 20 parking spaces shall be planted within the planting islands or peninsulas in addition to other landscaping materials and plants.

51.10. – DEVELOPMENT PROCEDURE FOR TRACTS OR PARCELS.

- 51.10.1. Any landowner of property lying in a Research Park West District desiring to dedicate any street, road, or right-of-way to the public must submit to the planning commission a plan of the proposed street, road, or right-of-way for approval.
- 51.10.2. Anyone desiring to secure a building permit for the use of land lying in a Research Park District must submit to the director of planning a generalized plot plan of the tract to be developed for approval. Such generalized plot plan shall have shown thereon the following information:

- (1) Location map showing the boundaries of the tract to be developed.
- (2) The general location of main buildings proposed to be constructed.
- (3) The general location of parking areas, loading docks, and public and/or private access ways.
- (4) Site grading and storm drainage plan.
- (5) Proposed utilities services.
- (6) Required screening.
- (7) Required and adequate easements.
- (8) Landscaping provisions.

The director of planning shall review and approve by signature the proposed plot plan upon finding that the same complies with these regulations. If the proposed plot plan is not approved, the director of planning shall state in writing on the proposed plot plan the cause for such disapproval. (84-70)

(Ord. No. 17-885, § 3, 12-21-2017)

ARTICLE 53. – RESEARCH PARK COMMERCIAL DISTRICT REGULATIONS

Within a Research Park Commercial District as shown on the official zoning maps of the City of Huntsville, Ala., the following regulations shall apply:

(Ord. No. 98-52, § 1, 2-26-1998; Ord. No. 05-013, § 2, 2-10-2005)

53.1. – USES PERMITTED.

No building, structure, or land shall be used and no building or structure shall hereafter be erected, structurally altered, enlarged, or maintained except for one or more of the uses herein cited and subject to the conditions stated herein:

Ambulatory health care facilities, including dental care.

Accessory structures only when essential for the operation of the permitted use.

Apparel stores.

Bakeries, where the products made are sold exclusively at retail on the premises.

Banks and credit unions.

Barber shops, beauty parlors, reducing salons.

Book stores and newsstands.

Bowling alleys.

Cafes, delicatessens, coffee shops and restaurants without alcohol.

Confectionery stores.

Conference/convention centers.

Drug stores and apothecaries.

Dry cleaning establishments utilizing only non-flammable dry cleaning fluids.

Emergency health care clinics.

Florist shops.

Gift shops.

Grocery stores, provided no gasoline is offered for sale.

Hardware stores and variety stores, provided that no such business shall occupy more than 30,000 square feet of gross floor area.

Health clubs or gyms.

Hobby shops.

Home furnishings stores.

Hotels and motels.

Jewelry stores.

Medical or dental centers.

Municipal, county, state or federal uses.

Music, record, and video sales and rental stores.

Nurseries, kindergartens or day care centers for children.

Office buildings.

Office supply and computer supply stores.

Other uses that are similar to those enumerated and that would support and complement uses permitted within the adjoining Research Park District, but not including the display, storage, or sales of merchandise in any parking and vehicular use area.

Performing arts center.

Permitted Uses as Special Exceptions as defined and regulated by Subsection 92.5.3 hereof.

Photo finishing shops and photography studios.

Print shops and copying services.

Radio station studios and offices including required transmission equipment, but not including broadcast towers.

Residential dwelling units on the upper floors of hotels, mixed use, commercial or office buildings, provided such units contain a minimum of 600 square feet and are in compliance with all applicable regulations for habitable space.

Restaurants, delicatessens, and cafes.

Shoe stores, shoe repair shops, and tailor shops.

Spa or wellness centers.

Sporting goods stores.

Teleconferencing centers.

Teleport.

Travel agencies.

Warehouse retail, provided that no such business shall occupy more than 50,000 square feet of gross floor area.

(Ord. No. 98-52, § 1, 2-26-1998; Ord. No. 05-013, § 2, 2-10-2005; Ord. No. 06-826, § 2, 10-26-2006 Ord. No. 07-401, § 5, 6-14-2007; Ord. No. 11-11, § 13, 2-24-2011; Ord. No. 19-936, §§ 1, 2, 11-21-2019)

53.2. – DENSITY REGULATIONS.

53.2.1. Minimum lot area shall be not less than one-half acre.

53.2.2. Minimum lot width of each tract shall be not less than 100 feet measured at the minimum building line.

(Ord. No. 98-52, § 1, 2-26-1998; Ord. No. 05-013, § 2, 2-10-2005)

53.3. – STREET ACCESS AND FRONTAGE.

53.3.1. Each lot shall have a minimum frontage of 50 feet on a public road.

53.3.2. Access into a Research Park Commercial District shall be from a collector or arterial street and shall be in accordance with the adopted master plan, if any, for the adjoining Research Park District. No access roads serving the commercial district shall be permitted which may place heavy traffic on residential streets that are not classified as collector or arterial streets.

- 53.3.3. All establishments shall be accessed from streets or drives internal to the Research Park Commercial District; curb cuts across the boundaries of the commercial district to provide access for individual establishments shall not be permitted.

(Ord. No. 98-52, § 1, 2-26-1998; Ord. No. 05-013, § 2, 2-10-2005)

53.4. – REQUIRED YARDS.

The following minimum yards shall be required:

- 53.4.1. Yards abutting an existing or proposed street shall be considered front yards. No principal structure, accessory structure, exterior storage or merchandise shall be located less than 50 feet from any existing or proposed collector or arterial street right-of-way, except as provided for in section 53.5.2.
- 53.4.2. All yards abutting collector or arterial streets shall be kept clear of parking, loading areas, vehicular access ways, except as necessary to cross a required yard and except as provided for in section 53.5.2, parking and loading areas. All yards described herein shall be landscaped in accordance with section 53.8.1, landscaping requirements.
- 53.4.3. Side and rear yards that abut the boundaries of the Research Park Commercial District and have no street frontage shall have a minimum depth of 50 feet in which no principal structure, accessory structure, or exterior storage or merchandise shall be located.
- 53.4.4. All required side and rear yards that abut the boundaries of the Research Park Commercial District shall be kept clear of parking, loading areas, and vehicular access ways, except as necessary to cross a required yard, and except as provided for in section 53.5.2, parking and loading areas. All yards described herein shall be landscaped in accordance with section 53.8.1, landscaping requirements.
- 53.4.5. Yards having frontage on local streets shall have a minimum depth of 20 feet of which the first 15 feet adjacent to the street shall be landscaped in accordance with section 53.8.3, landscaping requirements.
- 53.4.6. Internal side and rear yards that abut other side or rear yards within the commercial district shall have a minimum depth of 10 feet and shall be landscaped.

(Ord. No. 98-52, § 1, 2-26-1998; Ord. No. 05-013, § 2, 2-10-2005)

53.5. – PARKING AND LOADING AREAS.

- 53.5.1. The minimum number of off-street parking spaces shall be provided and maintained as follows:
- (1) Day care and nurseries: One space for each staff member plus one space for each 10 children permitted plus a passenger loading space situated so that children will not have to cross a parking area or lanes of traffic.
 - (2) Hotels and motels: One space for each room or unit offered for rent.
 - (3) Lounges: One space per 100 square feet of gross floor area plus one space per employee on the largest shift.
 - (4) Medical clinics and medical offices: One space for each 200 square feet of gross floor area.
 - (5) Office buildings: One space for each 250 square feet of gross floor area.
 - (6) Restaurants: One space per 100 square feet of gross floor area plus one space per employee on the largest shift.
 - (7) Retail sales and service establishments: One space for each 300 square feet of gross floor area.
 - (8) Required off street parking may be located within the Research Park Commercial District boundary without respect to the use said parking is to serve, so long as the total provided off street parking is not less than the cumulative total required by all permitted uses within the district boundary.

- 53.5.2. Off street parking, including parking structures, loading areas and vehicular access ways, except as necessary to cross a required yard, shall not be permitted within 20 feet of any boundary of the Research Park Commercial District.
- 53.5.3. Parking shall be paved and properly drained and have curbs and gutters. No parking shall be permitted any place other than paved parking areas.
- 53.5.4. Loading areas shall be sufficient to meet the requirements of each use. Loading areas shall not be placed within any front yard and shall be screened from view from public rights-of-way by the use of a sixfoot high wall or by a combination of live plant materials that is opaque from the ground to a height of at least six feet during all seasons of the year.
- 53.5.5. Required bicycle parking spaces and facilities shall be provided as set forth in article 76 hereof.

(Ord. No. 98-52, § 1, 2-26-1998; Ord. No. 05-013, § 2, 2-10-2005; Ord. No. 10-507, § 2, 8-26-2010; Ord. No. 15-481, § 1, 8-27-2015)

53.6. – PERMITTED SIGNS.

Signs shall be permitted in accordance with section 72.4.11, Research Park Commercial District signs and shall be regulated in accordance with the provisions of article 72, sign control regulations.

(Ord. No. 98-52, § 1, 2-26-1998; Ord. No. 05-013, § 2, 2-10-2005)

53.7. – HEIGHT LIMITATIONS.

- 53.7.1. Maximum number of stories for motels, hotels and office buildings shall be 12 stories.
- 53.7.2. Maximum number of stories for structures other than hotels, motels, and office buildings shall be five.

(Ord. No. 98-52, § 1, 2-26-1998; Ord. No. 05-013, § 2, 2-10-2005)

53.8. – LANDSCAPING REQUIREMENTS.

- 53.8.1. Yards having frontage on arterial or collector streets shall be landscaped with a minimum of one type 1 shade tree per 20 linear feet of distance for each boundary line of such yards. Said trees shall be planted in a manner so as to distribute the required trees throughout the required yards. Each yard shall be planted with turf grass or other permanent evergreen ground cover.
- 53.8.2. Yards abutting a boundary of the district that does not have frontage on a right-of-way shall be landscaped with a minimum of one type 1 shade tree and one type 4 coniferous evergreen tree per 30 linear feet of distance for each boundary line of such yards, planted in a manner so as to distribute the required trees throughout the required yards. Grass or other permanent evergreen ground cover shall be maintained on the remainder of the required yard.
- 53.8.3. Yards having frontage on a local street shall be planted with one type 1 shade tree per 20 linear feet of required yard, planted in a manner so as to distribute the required trees throughout the required yards. Grass or other permanent evergreen ground cover shall be maintained on the remainder of the required yard.
- 53.8.4. Parking areas shall be landscaped as follows:

- (1) All off-street parking areas, shall be screened, as well as practicable, from view from public rights-of-way by the use of earth berms planted with a living evergreen ground cover or by evergreen shrubbery or by a combination of both to create a screen at least four feet high along the perimeter of the parking and vehicular use areas.

(2) All off-street parking areas, excluding any below grade level area within a parking structures, to include drives within the parking areas, greater than either 20 automobile spaces or 6,000 square feet shall have at least five percent of the interior of the parking area landscaped in planting islands or peninsulas. No island shall contribute more than 500 square feet of area to the required total. Width of islands or peninsulas shall be a minimum width of at least eight feet between backs of curbs. Landscaped islands and peninsulas shall be located so that no parking space shall be located farther than 10 spaces from a landscaped island or peninsula each of which shall contain at least one type 1 shade tree. Grass or other permanent evergreen ground cover shall cover the remainder of each such landscaped island or peninsula.

53.8.5. All landscaping must be installed in accordance with the provisions of section 71.5, plant materials and installation requirements and section 73.19, installation of landscaping.

53.8.6. All landscape requirements are cumulative and may be distributed on the site in coordination with an overall landscape master plan as submitted and approved by the City of Huntsville Planning Department.

(Ord. No. 98-52, § 1, 2-26-1998; Ord. No. 05-013, § 2, 2-10-2005)

53.9. – LIGHTING.

Lighting of off-street parking and vehicular use areas shall be in accordance with section 71.6, PVA lighting requirements.

(Ord. No. 98-52, § 1, 2-26-1998; Ord. No. 99-1020, § 11, 1-13-2000; Ord. No. 05-013, § 2, 2-10-2005)

53.10. – DISTRICT REQUIREMENTS.

For land to be designated as a Research Park Commercial District it must satisfy the following conditions:

53.10.1. The land must be located within or contiguous to a research park, research park west, or research park applications district.

53.10.2. The Research Park Commercial District must be directly accessible from collector or arterial streets when developed.

(Ord. No. 98-52, § 1, 2-26-1998; Ord. No. 05-013, § 2, 2-10-2005)

53.11. – DEVELOPMENT PROCEDURE.

53.11.1. Any landowner of property lying in a Research Park Commercial District desiring to dedicate any street, road, or right-of-way to the public must submit to the planning commission a plan of the proposed street, road, or right-of-way for approval.

53.11.2. Anyone desiring to secure a building permit, except for interior tenant improvements, for the use of land lying in a Research Park Commercial District must submit to the director of the city planning department the following information, as appropriate for approval of plans:

- (1) A site plan showing location and design of buildings, driveways, driveway intersections with streets, parking areas, loading areas, maneuvering areas, sidewalks, utilities and utility easements, and waste disposal facilities, and
- (2) The percent of coverage of the total site in buildings, parking areas, accessory structures and drives.
- (3) A grading and drainage plan showing all existing and proposed contours, spot elevations, drainage facilities, all required drainage calculations, and all required erosion and sedimentation control measures.
- (4) A landscape plan showing all required landscaping, all calculations for required landscape areas and plants, all screen walls and fences, plant schedules of types and sizes, and appropriate installation details.
- (5) Building plans including floor plans and elevations showing finish materials, colors and accessories.

(6) Criteria for all signs to be erected, including location, dimensions, design, colors, material and lighting for each.

The director of the city planning department shall review and approve by signature the proposed plot plan upon finding that the same complies with these regulations within 30 business days from a complete submittal. If the proposed plot plan is not approved, the director of the city planning department shall state in writing on the proposed plot plan the cause for such disapproval within 30 business days from a complete submittal.

(Ord. No. 98-52, § 1, 2-26-1998; Ord. No. 05-013, § 2, 2-10-2005)

53.11. – ALCOHOLIC BEVERAGE ESTABLISHMENT REGULATIONS.

Alcoholic beverage establishments shall be permitted in accordance with section 75.3 – permitted establishments by districts, subsection 75.3.5, and shall be regulated by article 75 – alcoholic beverage establishment regulations.

(Ord. No. 11-11, § 13, 2-24-2011)

ARTICLE 72. – SIGN CONTROL REGULATIONS

72.1. – DEFINITIONS.

For the purpose of this article, the following definitions, terms, and their application shall be used and applied:

Accessory sign.	A sign related to a business or profession conducted, or to a commodity or service sold or offered, upon the premises where such sign is located, provided that an accessory sign may also display a noncommercial message.
Alteration.	Any change in a structure or sign that does not increase its exterior dimensions or change its shape, size, or illumination.
Attached sign.	A sign attached to a building.
Awning sign.	A sign that is painted on, applied to, or otherwise is a part of a fabric or other nonstructural awning.
Artistic mural.	A picture painted directly onto an exterior wall of a building which is intended to enhance the aesthetic elements of the building and which is not designed or intended to convey information to the public, such as information concerning a product or a business in the form of text, numerals, symbols or logos.
Banner sign.	A sign produced on cloth, paper or fabric of any kind, either with or without frame.
Business center sign.	A sign that identifies a complex of two or more occupants or tenants on the same property.
Electric sign.	A sign with electric wiring and lighting therein or thereon or used in conjunction with the sign, including use of neon tubing.
Embellishment.	Any area of an advertising design that extends beyond the rectangular face of a nonaccessory ground sign. Two-dimensional embellishments shall be contained within the same plane as the face of the sign; the area of a flat embellishment shall be computed as the area of the smallest rectangle that completely encloses the embellishment. Three-dimensional embellishments shall be wholly contained within the boundaries of the sign face but may extend outward perpendicular to the face of the sign; the volume of a three-dimensional embellishment shall be computed as the volume of the smallest rectangular prism that completely encloses the embellishment.
Establishment.	A structure or portion thereof occupied and utilized and operated as a single residence, business, or commercial enterprise.
Garage sale sign.	A temporary sign used to advertise a garage or yard sale held at a residence. Such signs must not be placed in any street right-of-way or attached to any utility poles, must be located on private property with the consent of the property owners, and must comply with all other regulations of this ordinance.
Ground sign.	Any sign permanently affixed to the ground by no more than two poles, columns, or uprights permanently imbedded in the ground, which is not a direct part of a building, whether illuminated or not.
Illuminated sign.	A sign which is produced and displayed by means of artificial projected lights.
Ingress & egress signs.	Signs that provide information necessary to safely identify vehicular entrances and exits of businesses. Such signs may display a business name or logo and directional information or symbols. Such signs may not exceed three square feet in size and 30 inches in height and must be located out of the street right-of-way and on the premises of the business. Only one ingress and one egress sign may be installed per driveway.
Marquee.	A permanent roofed structure attached to and supported by a building and projected over public property.
Marquee sign.	A sign attached to or painted on or inscribed on and partly or fully supported by or made an integral part of a marquee.
Mechanic's or artisan's sign.	A temporary sign of a mechanic or artisan maintained only while work is being performed on the premises. Only one sign board shall be erected per construction site per street frontage and each mechanic or artisan must mount his individual sign on that board. The size of the sign board shall not exceed 160 square feet. However, in any residence district when no more than three mechanics or artisans are employed on a construction site, the maximum size of the sign board shall be 18 square feet or each mechanic or artisan may erect one individual sign not to exceed six square feet in size.

Nonaccessory sign.	A sign unrelated to a business or profession conducted, or to a commodity or service sold or offered, upon the premises where such a sign is located.
Person.	Shall include corporations, partnerships, associations or individuals.
Portable sign, mobile sign, or trailer-mounted sign.	Signs designed to be portable, whether or not they are permanently affixed to the ground, a building, or other permanent fixture, having either internal or external lighting and changeable copy. For the purpose of this ordinance, such signs shall be considered as accessory ground signs and as such must meet all the requirements specified for accessory ground signs. Such signs also shall be required to meet the wind load standards of the standard building code.
Projecting sign.	A sign erected on the face or outside wall of any building and projecting out at an angle therefrom. A projecting sign, inclusive of any supporting structures or brackets, shall not extend beyond the surface of that portion of the facade to which it is attached more than three feet horizontally; provided however, a projecting sign shall not be placed closer than two feet horizontal from the curb line of any street and shall maintain a minimum overhead clearance of eight feet from the sidewalk.
Real estate sign.	A temporary sign advertising the sale or rental of a property in a single or separate ownership or operated as a separate business or establishment.
Repair.	The replacement of any part of a sign with equivalent material for the purpose of maintenance that does not affect its design, size, structural framework, exterior dimensions, or its structural members and uprights.
Roof sign.	A sign which is affixed to and which extends above the roof of any building.
Sandwich board sign.	A sturdy, A-frame double sign board placed upon the ground.
Sculptural element sign.	A sculptural element, such as a sculpture of a chef, that has an attached sign board, such as a restaurant menu.
Sign.	A structure or device, excluding artistic murals, designed or intended to convey information to the public in written or pictorial form including without limitation any decorative or structural framework, supports or attachments necessary for or incidental to such sign.
Sign area.	The entire area within a continuous perimeter enclosing the extreme limits of sign display and encompassing the lowest point on the structure other than the pole(s) (if applicable) as well as the highest point of the structure and shall include the structural framework, supports, or attachments and all the display area between these two elevations. In the case of individual characters or of unframed or three-dimensional displays, the continuous perimeter shall form the smallest square, circle, rectangle or triangle, as appropriate, enclosing the extreme limits of the individual characters or display.
Subdivision or apartment identification sign.	A sign that identifies the name of a residential subdivision or apartment complex. One such sign may be located at the main entrance to a subdivision or complex, provided that the characters and graphics do not exceed 40 square feet.
Temporary political sign.	Any attached or ground sign advertising a political party, issue or candidate when the same is related to or concerning a pending election to be held within the city or county.
Temporary sign.	Any display, informational sign, or other advertising device that is of a nonpermanent nature and is intended to convey information about a specific, timed event rather than an ongoing occurrence. A temporary sign shall not be displayed for more than two months during any six-month period, shall not exceed 32 square feet in size, and shall be located on premises. Temporary signs shall not be permitted for any premises in any district in conjunction with an electronic message center sign or an electronic display sign. In no event shall any temporary sign be permitted in violation of any provisions of the zoning ordinance.
V-sign.	A sign with two attached sides in which the faces of said sign are not parallel and the smallest angle of said sign is not greater than 30 degrees.
Zoning administrator.	The chief enforcement officer of the zoning ordinance as designated by the director of planning, or any of his authorized assistants or inspectors.

(Ord. No. 96-336, § 1, 6-13-1996; Ord. No. 06-826, § 3, 10-26-2006; Ord. No. 06-967, § 1, 11-21-2006; Ord. No. 07-460, § 7, 6-28-2007; Ord. No. 07-1194, § 1, 2-28-2008)

72.2. – LICENSE REQUIRED.

No person or persons shall construct or erect any sign within the corporate limits of the City of Huntsville, Alabama, without first having obtained a license as required by the License Code of the City of Huntsville. This provision shall not apply to persons employed by licensed firms, or to the owner or employees of the owner doing the entire work of construction or erection.

72.3. – PERMITS REQUIRED.

- 72.3.1. It shall be unlawful for any person, either directly, indirectly, or by agent, to erect or re-erect any sign or to alter or repair in the City of Huntsville any sign exceeding 50 percent of value unless application for a permit shall have been made to the zoning administrator and a permit shall have been issued therefor. Every permit shall be considered cancelled if active work is not commenced within a period of 90 days from the date of its issue. Each applicant is allowed one 90-day renewal for each sign permit. An application for a permit shall be submitted to the zoning administrator on the form supplied by him and shall be accompanied by the written consent of the property owner or lessee desiring any sign to be erected, by plans and specifications setting forth the character of the sign in all its structural parts, and, except in the case of attached accessory signs, by an accurate engineering survey of the property designating the location of all existing signs on the property and the proposed location of the desired sign.
- 72.3.2. **Fees.** The zoning administrator shall collect a minimum of \$25.00 for each permit issued at the time initial or renewal application is made, to include signs having an estimated total installed cost of \$1,000.00, plus 0.5 percent of all over \$1,000.00 in estimated total installed cost. A permit fee of \$25.00 shall be collected for each pair of ingress and egress signs. Every firm using temporary real estate and mechanics' or artisans' signs and any candidate or political organization erecting temporary political signs shall pay an annual permit fee of \$25.00 to the zoning administrator. Other businesses, organizations, and individuals using temporary signs of whatever type shall pay a permit fee of \$25.00 to the zoning administrator for each such temporary sign at a specified location.
- 72.3.3. **Exceptions.** No permit shall be required for signs advertising garage sales or for signs erected and maintained pursuant to and in discharge of any governmental function, or required by law, ordinance, or governmental regulation.
- 72.3.4. When the installed sign has received final inspection approval, a certification seal provided by the zoning administrator must be attached to the sign in a clearly visible place.
(Ord. No. 07-460, § 7, 6-28-2007)

72.4. – PERMITTED SIGNS BY DISTRICTS.

The following signs and no other shall be permitted in the districts hereinafter set forth:

- 72.4.1. **Residence 1, 1-A, 1-B, 1-C, 2, 2-A and 2-C Districts.**
- (1) Signs accessory to professional and home occupations conducted in a dwelling provided that the area on one side of the sign does not exceed two square feet; and no more than one sign shall be erected for each permitted use conducted on the premises; and all signs, except temporary real estate signs advertising the property for sale or lease, shall be attached directly to the dwelling and not illuminated.
 - (2) Detached signs upon premises occupied by schools, service clubs, churches, hospitals and permitted buildings, provided that the area on one side of any sign shall not exceed 40 square feet; and not more than one such sign shall be placed on any premises, unless such premises front on more than one street in which case one such sign may be erected along each frontage.

- (3) Real estate signs, provided the area on one side of any such sign shall not exceed six square feet; on unimproved property the area on one side of such signs shall not exceed 20 square feet; and not more than one such sign shall be erected for each 250 feet of frontage or fraction thereof.
- (4) Mechanics' or artisans' signs.
- (5) Subdivision and apartment identification signs.
- (6) Ingress and egress signs on premises occupied by schools, service clubs, churches, hospitals and permitted buildings.
- (7) Detached signs in the form of electronic message center signs are permitted, along major and minor arterials only, by special exception provided that the requirements of subsections 72.4.1(2), 72.5.25 and 92.5.2(25) are met in addition to any conditions set forth by the board of adjustment.
- (8) Detached signs in the form of electronic display signs are permitted, along major and minor arterials only, by special exception provided that the requirements of subsections 72.4.1(2), 72.5.26 and 92.5.3(26) are met in addition to any conditions set forth by the board of adjustment.
- (9) One temporary sign, upon premises occupied by schools, service clubs, churches, hospitals, and permitted buildings, provided that the cumulative total of the maximum permitted non-temporary signage for a premises totals 40 square feet or less.

72.4.2

Research Park, Research Park Applications, Office, Residence 2-B, Neighborhood Business C-1, Planned Industrial, and Disposal Storage Districts.

- (1) Except in Research Park District: Real estate signs, providing the area on one side of any such sign shall not exceed 20 square feet; on unimproved property the area on one side of such sign shall not exceed 40 square feet; and not more than one such sign shall be erected for each 250 feet of frontage or fraction thereof.
- (2) In Research Park District only: Real estate signs, providing the following conditions are met:
 - (a) No more than one sign per street frontage is allowed on each tract of land.
 - (b) Signs shall be of post and panel construction. The panel portion of the sign shall be four feet in height and feet in length for a total of 16 square feet. The overall height of the sign shall not exceed six feet. A one by four-foot rider shall be allowed along the bottom of the sign.
 - (c) Each sign shall only display the logo, name, and contact information of the leasing agency. Sign posts shall be made of PVC or equal material and shall be white in color.
 - (d) Signs must be placed perpendicular to an existing public road, either within or outside the public street right-of-way and must be located a minimum of 20 feet from the curb of said public road.
 - (e) When applicable, it is required to use the facility ground sign in place of an additional real estate sign.
 - (f) Temporary banners on buildings are not permitted.
 - (g) All signs must be maintained and kept in a neat and attractive condition.
- (3) Mechanics' or artisans' signs.
- (4) Attached accessory signs, provided the total area of such signs for each establishment shall not exceed 100 square feet per frontage, and all such signs shall be attached to the building.
- (5) Except in research park and research park applications districts: On lots or tracts of land having two or more occupants, tenants, commercial or business enterprises, one business center sign is permitted, provided that the area on one side of said sign does not exceed 100 square feet for each 250 feet of frontage or fraction thereof, and further provided that where additional signs are authorized because of frontage in excess of 250 feet, such a sign shall not be closer than 150 feet to another such sign on the same property.

- (6) In Neighborhood Business C-1 zones only: Lots or tracts of land having only one occupant, tenant, commercial or business enterprise are permitted either one accessory ground sign having a maximum of 35 square feet to the side or one accessory ground mounted (monument) sign having a maximum of 35 square feet to the side for each 250.
- (7) In Office and Residence 2-B zones only: Lots or tracts having only one occupant, tenant, commercial or business enterprise are permitted one accessory ground mounted (monument) sign having a maximum of 35 square feet to the side for each 250 feet of frontage or fraction thereof. Provided however, that where additional signs are authorized because of frontage in excess of 250 feet, such signs shall not be placed closer than 100 feet to another such sign on the same property. The accessory ground mounted (monument) sign shall have a maximum height of five feet including a base of no more than one foot in height. The accessory ground mounted (monument) sign must be located either 15 feet from the back of the curb, or from the edge of the pavement if there is no curb, and 15 feet from the curb of any entrance drive or accessway, or a minimum of 10 feet from the existing or proposed public street right-of-way, whichever distance is greater.
- (8) Theatre signs shall not exceed 300 square feet, and shall be in addition to all other signs authorized by this section.
- (9) In Research Park, Research Park Applications and Planned Industrial districts only: One detached ground identification sign not to exceed 80 square feet per street frontage with a maximum height of eight feet may be placed in the front yard a minimum of 25 feet from an existing or proposed street right-of-way. Two entry pylons of a size not to exceed 144 square feet each are permitted at major entrances into the park or planned industrial district.
- (10) Subdivision and apartment identification signs.
- (11) Ingress and egress signs.

(Ord. No. 15-760 , § 1, 11-19-2015; Ord. No. 16-318 , § 1, 6-23-2016)

72.4.3.

General Business C-3 and Central Business C-B Districts.

- (1) Single tenant buildings: Attached accessory signs, including awning signs, provided the total area of all such signs for each business or commercial enterprise, shall not exceed one square foot per linear foot of building frontage, but the maximum total area of all permitted signs for any establishment or place of business shall not exceed 100 square feet. No V-signs shall project more than 24 inches from a basic line measured perpendicular to the face of the building. No flush mounted sign shall project more than eight inches from the face of the building as aforesaid. No projecting sign or awning, inclusive of any supporting structures or brackets, may be located on or over the public right-of-way unless attached to a structural element of the building. For the purpose of these regulations and restrictions applicable in General Business C-3 district, the definition of the word "sign" shall be altered and amended to include any lettering or logo positioned to be primarily read from the exterior, whether mounted on the building exterior or positioned inside the window.
- (2) Multiple tenant buildings: No more than one sign shall be allowed per street frontage. Said sign may be attached to the face of the building as defined in section 72.4.3(1) or a ground sign may be substituted for an attached sign provided that said ground sign shall be a minimum of 10 feet from any street right-of-way and that the building is at least 50 feet from any street right-of-way, and that the area of said sign does not exceed 100 square feet per side and does not exceed eight feet in height as measured from the ground level.
- (3) Marquee signs on theatres not exceeding 300 square feet, which may be in addition to all other signs authorized by this section.
- (4) Real estate signs, provided the area on side of any such sign shall not exceed 20 square feet; on unimproved property, the area on one side of such sign shall not exceed 40 square feet; and not more than one such sign shall be erected for each 250 feet of frontage or fraction thereof.
- (5) One sandwich board sign or one sculptural element sign is permitted per business and such sign shall not exceed 24 inches in overall width or 36 inches in overall height. Such sign shall be placed upon the sidewalk within the frontage of the

business in such a manner that it shall not: (1) reduce any sidewalk width, as measured perpendicular to the curb, to less than five feet to allow for continuous unobstructed pedestrian traffic; nor (2) be placed in a location that will obstruct the view of a motorist or a pedestrian leaving or passing the business or shopping center. Sandwich board signs and sculptural element signs shall be removed each day, before the close of the permit holder's business. Use of public sidewalks for sandwich board and sculptural element signs is subject to licensing for use of public property at the time of permitting.

- (6) In General Business C-3 zones only: non-accessory ground signs shall be permitted only along major arterials and provided that such signs shall not exceed 400 square feet in size per face, excluding permitted embellishments; shall have only one face per side; shall not be located closer than 1,000 feet to another non-accessory ground sign on or along the same side of a street or highway, except along interstate highways where the distance between non-accessory ground signs shall be 2,000 feet; shall not be located within a 300 foot radius of any other non-accessory ground sign; shall not be located less than 200 feet from any Residence 1, 1-A, 1-B, 1-C, 2, 2-A, 2-C, Research Park Applications, Research Park West, or Research Park District as designated by the official zoning maps for the City of Huntsville; and shall not be located closer than 100 feet to any existing or approved street intersection. Double-faced or V-type non-accessory ground signs shall be considered as one sign.
- (7) Subdivision and apartment identification signs.
- (8) Ingress and egress signs.

72.4.4.

Light industry, heavy industry, highway business C-4, and neighborhood business C-2 districts.

- (1) Attached accessory signs, provided that the total area of all such signs for each establishment or portion thereof utilized and operated as a separate business or commercial enterprise shall not exceed 150 square feet for each such establishment per frontage, plus three square feet for each additional foot of building frontage in excess of 50 feet with a maximum sign size for each establishment of 350 square feet.
- (2) On lots or tracts of land having only one occupant, tenant, commercial, or business enterprise, one accessory ground sign for each 250 feet of frontage or fraction thereof, having a maximum of 150 square feet to the side; provided, however, that where additional signs are authorized because of frontage in excess of 250 feet, then said additional signs shall not be placed closer to another such sign on the same property than 100 feet.
- (3) Business center signs for lots or tracts of land having two or more occupants, tenants, commercial or business enterprises, provided that the area on one side of said sign does not exceed 150 square feet, and not more than one said sign is erected per 250 feet of street frontage or fraction thereof, and further provided that where additional signs are authorized because of frontage in excess of 250 feet, such a sign shall not be closer than 200 feet to another such sign on the same property.
- (4) Non-accessory ground signs, provided that such signs shall not exceed 400 square feet in size per face, excluding permitted embellishments; shall have only one face per side; shall not be located closer than 1,000 feet to another non-accessory ground sign on or along the same side of a street or highway, except in a highway business C-4 district and along interstate highways where the distance between non-accessory ground signs shall be 2,000 feet; shall not be located within a 300-foot radius of any other non-accessory ground sign; shall not be located less than 200 feet from any residence 1, 1-A, 1-B, 2, 2-A, research park applications, research park west or Research Park District as designated by the official Zoning Maps for the City of Huntsville; and shall not be located closer than 100 feet to any existing or approved street intersection, except in highway business C-4 districts where the minimum distance from an existing or approved intersection shall be 300 feet. Double-faced or V-type non-accessory ground signs shall be considered as one sign.
- (5) Real estate signs, provided the area on one side of any such sign shall not exceed 40 square feet; on unimproved property, the area on one side of such sign shall not exceed 60 square feet; and not more than one such sign shall be erected for each 250 feet of frontage or fraction thereof.
- (6) Mechanics' or artisans' signs.

- (7) Subdivision and apartment identification signs.
- (8) Ingress and egress signs.
- (9) Except in neighborhood business C-2 districts: Pennants, ribbons, streamers and spinners.

72.4.5. **Industrial park, commercial industrial park, airport commercial, heavy manufacturing and research park applications 2 districts.**

- (1) Only those signs identifying the name, business and products of the firm shall be permitted.
- (2) One attached accessory sign, not to exceed 100 square feet, may be erected per street frontage.
- (3) One detached ground identification sign not to exceed 100 square feet per street frontage with a maximum height of 10 feet may be placed in the front yard a minimum of 25 feet from an existing or proposed street right-of-way.
- (4) Except in research park applications 2 districts: One business center sign identifying the name of the development or park may be erected provided that such sign shall not exceed on 100 square feet per side and that not more than one such sign shall be allowed per street frontage providing access into the development.
- (5) Mechanics' or artisans' signs.
- (6) Real estate signs, provided the area on one side of any such sign shall not exceed 20 square feet; on unimproved property, the area on one side of such sign shall not exceed 40 square feet; and not more than one such sign for each 250 feet of frontage or fraction thereof.
- (7) Ingress and egress signs.
- (8) In research park applications 2 districts only: Two entry pylons of a size not to exceed 144 square feet each are permitted at major entrances into the district.

(Ord. No. 09-813, § 2, 10-22-2009)

72.4.6. **Medical and medical 2 districts**

- (1) Medical district entry pylons.
 - (a) Medical district entry pylons shall be ground mounted multipanel monument signs. One four-sided entry pylon, of a size not to exceed a total of 240 square feet, having a maximum of 60 square feet per side, may be installed within the front yard setback upon approval by the city traffic engineer. There shall be one entry pylon allowed per multiple building medical facility.
 - (b) Medical district entry pylons shall display only directional and/or identification information including only the name and/or logo of the tenant or facility.
 - (c) Where a medical district entry pylon contains directional information in addition to identification information, there shall be no additional directional signage allowed at that location.
- (2) Ground mounted building identification signs.
 - (a) One ground mounted building identification sign per building, not to exceed 30 square feet per side with a maximum height of six feet, including a base of no more than one foot in height.
 - (b) Ground mounted building identification signs must be located a minimum of 25 feet from the curb of a public street and 15 feet from the curb of any entrance drive or access way.
- (3) Building mounted signs.
 - (a) Building mounted signs shall include only the name and/or logo of the tenant or the facility name.

- (b) A building mounted sign shall be part of or mounted directly on the building wall and shall not project more than eight inches from the building surface.
 - (c) Total area of all attached signs for any building shall not exceed one square foot per linear foot of building frontage with the maximum size of 300 square feet.
 - (d) No sign shall project above the roof line of the building on which it is mounted, notwithstanding any other provision of this subsection 72.46.
- (4) Directional signage. Directional signage shall provide information needed to move about within the medical district. The signs can display directional and identification information.
 - (a) Directional signage shall display only directional and identification information including only the name and/or logo of the tenant or facility.
 - (b) Directional signage located on local streets and internal drives shall not exceed 24 square feet per side.
 - (c) Directional signage located on collector and arterial streets shall not exceed 40 square feet per side.
 - (d) Directional signage shall not be located within 10 feet of any public right-of-way or within 10 feet of any existing or proposed curb of any entrance drive or access way.
- (5) Real estate signs, provided the area on one side of any such sign shall not exceed 20 square feet; on unimproved property the area on one side of such signs shall not exceed 40 square feet; and not more than one such sign shall be erected for each 250 feet of frontage or fraction thereof.
- (6) Business center signs on lots or tracts of land having two or more occupants, tenants, commercial or business enterprises, provided that the area on one side of said sign does not exceed 100 square feet, and not more than one such sign is erected per 250 feet of street frontage or fraction thereof, and further provided that where additional signs are authorized because of frontage in excess of 250 feet, such a sign shall not be closer than 150 feet to another such sign on the property.
- (7) Mechanics' or artisans' signs.
- (8) Ingress and egress signs.

72.4.7.

Commercial recreation C-5 district.

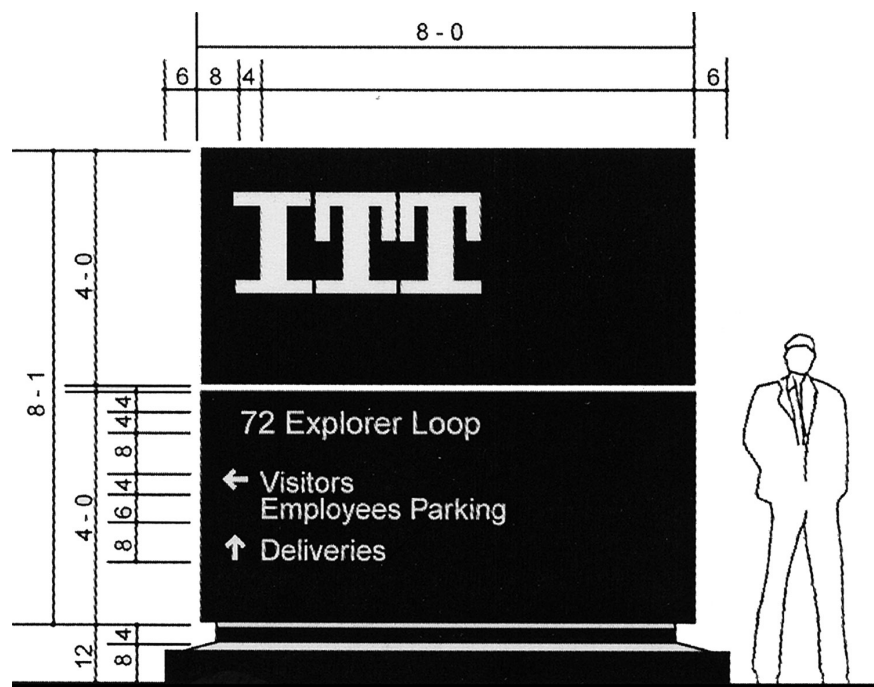
- (1) One detached accessory ground sign not to exceed 250 square feet in size per face may be erected per street frontage of the total tract.
- (2) Attached accessory signs, provided that the total area of all such signs for each establishment or portion thereof, utilized and operated as a separate business or commercial enterprise shall not exceed 100 square feet for each such establishment per public or private street frontage.
- (3) Mechanics' or artisans' signs.
- (4) Real estate signs, provided the area on one side of any such sign shall not exceed 20 square feet; on unimproved property, the area on one side of such signs shall not exceed 40 square feet; and not more than one such sign for each 250 feet of frontage or fraction thereof.
- (5) Ingress and egress signs.

72.4.8

Research park west district signs. Within the Research Park West District, the following signs are permitted:

- (1) Facility yard pylons. The facility yard pylon signals a site entrance, identifies the occupant(s) or facility name, gives the street address, and may contain site directional information.

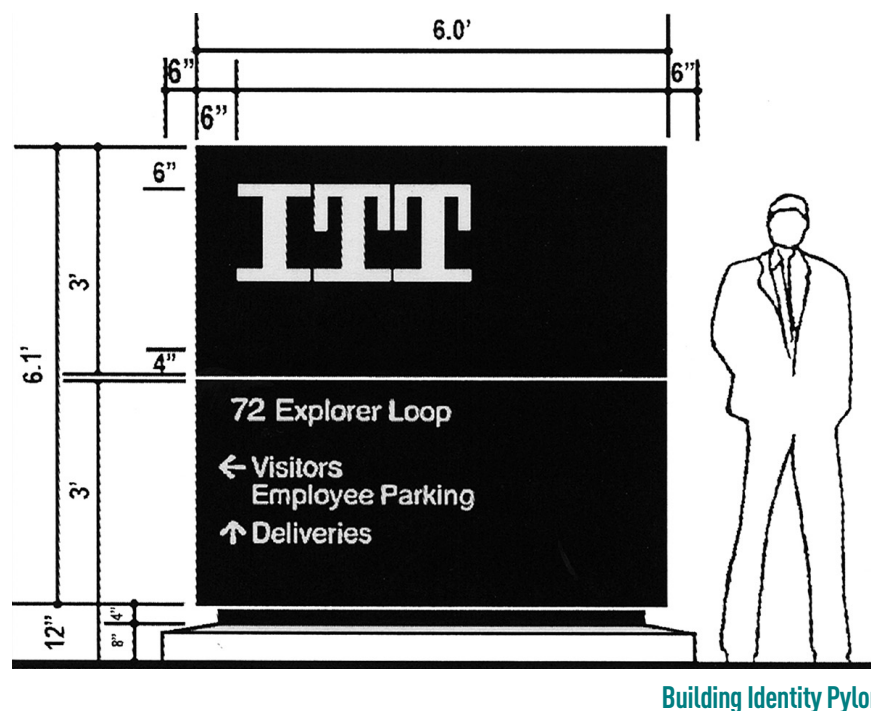
- (a) A facility yard pylon shall have the following dimensions: a height of eight feet one inch; a width of eight feet; and a depth of 12 to 18 inches. The pylon may be mounted on a base that does not exceed one foot in height.
- (b) A facility yard pylon shall have one face. The upper four feet of that face shall display only the name(s) and/or logo(s) of the resident firm(s) or of the complex. The address and directional information may be displayed on the bottom four feet of the face. A one-inch reveal shall separate the two halves.
- (c) The names on the upper half of the pylon should be so positioned as to leave a minimum clear margin of eight inches along the top and each side and four inches along the bottom.
- (d) A facility yard pylon may contain one, two, or three company names and/or logos. If more than three companies occupy a single facility, only the facility name may be placed on the yard pylon.
- (e) The color, typography and logo combination used on the upper half of the facility yard pylon may be selected by the tenant firm, but the background must be one continuous color.
- (f) Only the upper half of the facility yard pylon may be internally illuminated.
- (g) The lower half of the facility yard pylon shall have a dark bronze background and white typography in Helvetica regular. Address and directional information shall be positioned in the upper left corner with margins and spacing as illustrated below.



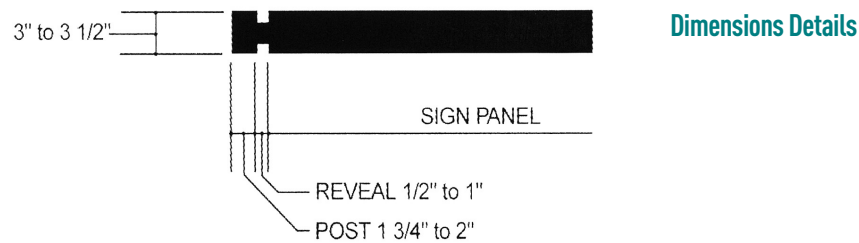
Facility Yard Pylon

- (h) One facility yard pylon per access road to a site shall be permitted.
- (i) The facility yard pylon shall be placed parallel to an existing public road, either within or outside the public street right-of-way and must be located a minimum of 20 feet from the curb of said public road and 15 feet from the curb of the site access road.

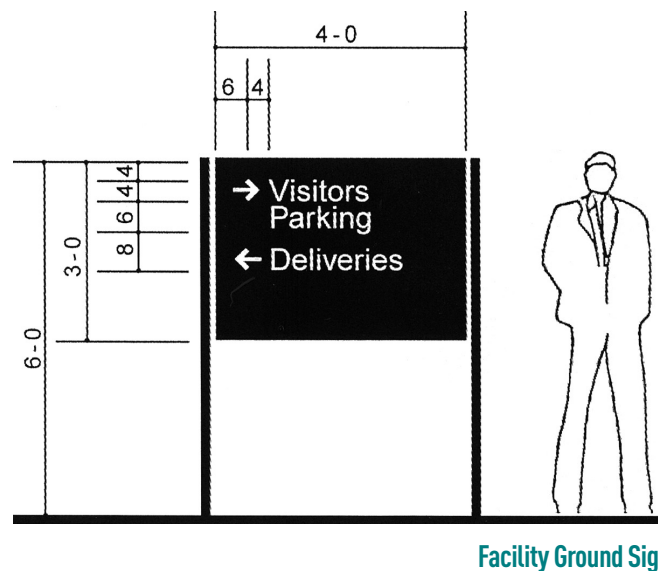
- (2) Building identity pylons. The building identity pylon signals a site entrance, identifies the occupant(s) or building name, gives the street address, and may contain site directional information.
- (a) A building identity pylon shall have the following dimensions: a height of six feet one inch; a width of six feet; and a depth of 12 to 18 inches. The pylon may be mounted on a base that does not exceed one foot in height.
 - (b) A building identity pylon shall have one face. The upper three feet of that face shall display only the name(s) and/or logo(s) of the resident firm(s) or of the building. The address and directional information may be displayed on the bottom three feet of the face. A one-inch reveal shall separate the two halves.
 - (c) The names on the upper half of the pylon should be so positioned as to leave a minimum clear margin of six inches along the top and each side and four inches along the bottom as illustrated below.



- (d) The color, typography and logo combination used on the upper half of the building identity pylon may be selected by the tenant firm, but the background must be one continuous color.
 - (e) Only the upper half of the building identity pylon may be internally illuminated.
 - (f) The lower half of the building identity pylon shall have a background similar to or compatible with the material and colors of the building.
 - (g) One building identity pylon per building shall be permitted provided that no such sign be allowed within any required yard.
- (3) Facility ground signs. Facility ground signs provide information needed to move about within a site. The signs can display standard traffic control symbols, speed limits, and directional and identification information.
- (a) Facility ground signs shall display only regulatory, directional, traffic control, and identification information and the firm(s) or complex name and/or logo.
 - (b) Facility ground signs shall be of post and panel construction and shall not exceed six feet in height and four feet in panel width. Dimension details are presented in the following illustration.



- (c) The posts and panel background color shall be dark bronze; the typography shall be white in Helvetica regular and positioned in the upper left corner with margins and spacing as illustrated below.



- (d) Facility ground signs shall not be located closer than 50 feet to an existing or proposed public street right-of-way and shall be a minimum of 10 feet from an existing or proposed curb of any entrance drive or access way.
- (4) Building mounted signs. Building mounted signs allow the tenant(s) or facility to identify itself on the face of the building.
- Building mounted signs shall include only the name and/or logo of the resident firm(s) or complex.
 - Only one building mounted sign per firm, complex or building may be erected per street frontage.
 - A building mounted sign for a firm or complex shall not exceed 10 percent of the gross area of the face of the main building fronting a street.
 - A building mounted sign shall be part of or mounted directly on the building wall and shall not project more than 12 inches from the building surface. Signs painted directly upon the building are not permitted.
 - Roof mounted signs are prohibited.
 - If a building has two or three tenants, each may have a building mounted sign. Where multiple tenant building mounted signs occur, their combined area shall not exceed 20 percent of the gross area of the face of the main building fronting a street, and they shall be visually equal in size and positioned according to a consistent format.
 - If a building has four or more tenants, no tenant names shall appear on the building, but the facility name may be

placed on the building and said sign shall not exceed 10 percent of the gross area of the face of the main building fronting a street.

(h) The building tenant(s) may select the material, color, typography and format for building mounted signs. Illumination of such signs is optional.

(5) Identity, information and traffic control signs. Entry pylons, directory pylons, loop pylons and traffic control, street name and directional signs installed and maintained by the City of Huntsville are permitted in street rights-of-way.

(6) Mechanics' or artisans' signs.

(7) Real estate signs, providing the following conditions are met:

(a) No more than one sign per street frontage is allowed on each tract of land.

(b) Signs shall be of post and panel construction. The panel portion of the sign shall be four feet in height and feet in length for a total of 16 square feet. The overall height of the sign shall not exceed six feet. A one by four-foot rider shall be allowed along the bottom of the sign.

(c) Each sign shall only display the logo, name, and contact information of the leasing agency. Sign posts shall be made of PVC or equal material and shall be white in color.

(d) Signs must be placed perpendicular to an existing public road, either within or outside the public street right-of-way and must be located a minimum of 20 feet from the curb of said public road.

(e) When applicable, it is required to use the facility ground sign in place of an additional real estate sign.

(f) Temporary banners on buildings are not permitted.

(g) All signs must be maintained and kept in a neat and attractive condition.

(8) Ingress and egress signs.

(Ord. No. 16-318, § 2, 6-23-2016)

72.4.9. **Airport industrial park district.** Signs relating in subject matter to the premises on which they are located or to products, services, or activities on the premises; provided, however, outdoor advertising posters and bulletins are not permitted.

72.4.10. **PD-shopping center district and PD-highway commercial district.**

(1) One business center sign, not exceeding 35 feet in height, and having not more than two sign surface areas, each limited to five square feet per surface for each 10,000 square feet of land within the boundaries of the district, may be erected to identify the center along each principal street frontage from which there is a major entrance to the center. Such signs may identify the center as a whole, and the establishments, activities and facilities within the center, but shall not include other advertising.

(2) Signs directing traffic, but bearing no advertising matter.

(3) For individual establishments, not to exceed one sign for each wall exposed to adjoining streets other than minor residential streets, mounted on the wall, and not extending above it. The surface area of such sign shall not exceed ten percent of the area of the wall and shall not be greater than 100 square feet; provided, however, that a minimum of 30 square feet shall be permitted.

(4) Mechanics' or artisans' signs.

(5) Real estate signs, providing [provided] the area on one side of any such sign shall not exceed 20 square feet; on unimproved property, the area on one side of such sign shall not exceed 40 square feet; and not more than one such sign shall be erected for each 250 feet of frontage or fraction thereof.

- (6) Ingress and egress signs.
- (7) Insofar as reasonably practicable, no signs in these districts shall be oriented toward nearby residential districts.

72.4.11.

Research park commercial district signs.

- (1) Research park commercial district landmark sign. Each Research Park Commercial District project shall be allowed one landmark sign to serve as primary project identity sign, and shall not include any tenant signage. This sign may be a maximum of 60 feet in height and shall be located in a front yard facing an arterial street and be a minimum of 200 feet from the district boundary. The sign may be two sided and can be a maximum of 150 square feet in size.
- (2) Commercial district entry pylons. Commercial district entry pylons shall be ground mounted monument signs. A maximum of two, two-sided entry pylons, of a size not to exceed 130 square feet each, may be installed within the required front yard setback at each collector or arterial street entrance into a Research Park Commercial District, upon approval by the city traffic engineer.
- (3) Accessory ground mounted signs. One detached ground identification sign per building not to exceed 32 square feet with a maximum height of five feet, including a base of no more than one foot in height, may be placed within or outside the public street right-of-way and must be located a minimum of 20 feet from the curb of said public street and 15 feet from the curb of the access drive into the site.
- (4) Building mounted signs.
 - (a) Building mounted signs shall include only the name and/or logo of the tenant or the facility name.
 - (b) Where a building contains a single tenant, the tenant may have one building mounted sign per exterior elevation of its premises not to exceed ten percent of the gross area of the building face on which it is mounted up to a maximum of 150 square feet. The tenant may also have one projecting sign of up to six square feet per side maximum with a cumulative total of all signs not to exceed 150 square feet per exterior elevation.
 - (c) Where a building contains more than one tenant and each tenant has its own entrance, then each tenant may have one sign on each exterior elevation of its premises not to exceed ten percent of the gross area of each exterior elevation of the individual unit on which it is mounted up to a maximum of 100 square feet. Each tenant may also have one projecting sign of up to six square feet per side maximum with a cumulative total of all signs not to exceed 100 square feet per exterior elevation.
 - (d) In the case of a multiple tenant building having a common entrance for tenants, then each tenant may have one sign on each exterior elevation of its premises not to exceed ten percent of the gross area of each exterior elevation of the individual unit on which it is mounted up to a maximum of 100 square feet. Each tenant may also have one projecting sign of up to six square feet per side maximum with a cumulative total of all signs not to exceed 100 square feet per exterior elevation.
 - (e) Where a corner business has two entry faces, it may have one building mounted sign and one projecting sign on each street frontage provided each sign is in compliance with paragraph (b) above.
 - (f) Where a building has frontage on two or more streets, it may have one building mounted sign and one projecting sign on each street frontage provided each sign is in compliance with paragraph (b) above.
 - (g) Attached accessory signs on theatres may exceed the permitted size for building mounted signs as stated above by an amount no greater than the maximum sign size allowed in the district.
- (5) Directional signage. Directional signage shall provide information needed to move about within the commercial district. The signs can display directional and identification information.
 - (a) Directional signage shall display only directional and identification information including only the name and/or logo of the tenant or facility.

(b) Directional signage shall not exceed six feet in height and four feet in width.

(c) Directional signage shall not be located within ten feet of any public right-of-way or within ten feet of any existing or proposed curb of any entrance drive or access way.

(6) Pedestrian gateway identification signs. Each Research Park Commercial district project shall be allowed up to a total of four freestanding pedestrian gateway identification signs to be located at the pedestrian entrances from the parking lots to the promenade when such entrance is at least 250 feet from any public street. Such signs shall include only the name of the district project and shall not include any tenant signage. Each pedestrian gateway identification sign is limited to a maximum of 20 feet in height and to a maximum of 100 square feet, exclusive of the supporting posts or decorative bases.

(7) One sandwich board sign or one sculptural element sign is permitted per business and such sign shall not exceed 24 inches in overall width or 36 inches in overall height. Such sign shall be placed upon the sidewalk within the frontage of the business in such a manner that it shall not: (1) reduce any sidewalk width, as measured perpendicular to the curb, to less than five feet to allow for continuous unobstructed pedestrian traffic; nor (2) be placed in a location that will obstruct the view of a motorist or a pedestrian leaving or passing the business or shopping center. Sandwich board signs and sculptural element signs shall be removed each day, before the close of the permit holder's business. Use of public sidewalks for sandwich board and sculptural element signs is subject to licensing for use of public property at the time of permitting.

(8) Mechanics' or artisans' signs.

(9) Real estate signs, provided the area on one side of any such sign shall not exceed 20 square feet; on unimproved property the area on one side of such signs shall not exceed 40 square feet; and not more than one such sign shall be erected for each 250 feet of frontage or fraction thereof.

(10) Ingress and egress signs.

72.4.12. **Electrical lights or fixtures attached to wooden signs.** Electrical lights or fixtures may be attached to a wooden sign which is attached to a building, provided they conform with all electrical codes for such electrical devices.

72.4.13. **Graphics directly mounted on windows.** Graphics may be directly mounted on windows so long as they do not cover more than 50 percent of the total window area of the tenant premises on which the graphics are mounted. Any such graphics shall be counted as a portion of the building and/or tenant's allowable square footage for attached signage and shall not exceed the maximum allowable square footage of attached signage for any building or tenant.

(Ord. No. 96-336, § 1, 6-13-1996; Ord. No. 98-52, § 2, 2-26-1998; Ord. No. 05-013, § 3, 2-10-2005; Ord. No. 05-547, § 8, 8-23-2005; Ord. No. 05-860, § 2, 11-22-05; Ord. No. 06-640, § 2, 8-24-2006; Ord. No. 06-732, § 2, 9-28-2006; Ord. No. 06-826, § 3, 10-26-2006; Ord. No. 06-967, § 1, 11-21-2006; Ord. No. 06-1201, § 1, 1-25-2007; Ord. No. 07-401, § 6, 6-14-2007; Ord. No. 07-1194, § 1, 2-28-2008; Ord. No. 08-531, § 1, 8-14-2008; Ord. No. 09-813, § 2, 10-22-2009; Ord. No. 16-318, § 2, 6-23-2016)

72.5. – GENERAL SIGN REGULATIONS.

All signs maintained or hereafter erected in the City of Huntsville shall comply with the standards set forth in this section.

72.5.1. One sign denoting the name and address of the occupants of the premises is permitted in any zone, in addition to those allowed by this ordinance, but said signs shall not exceed two square feet in area.

72.5.2. Except as herein otherwise provided, attached flush mounted signs shall not extend more than 18 inches outside the wall surface. Such signs shall not extend beyond the end of the wall surface on which they are placed and not more than 18 inches above the top of such wall.

72.5.3. Signs painted or pasted directly on the structures are expressly prohibited.

72.5.4. Signs incorporating any noisy mechanical device are expressly prohibited.

- 72.5.5. Illuminated signs and outside lighting devices, including beacons and spotlights, shall emit only light of constant intensity, and no sign shall be illuminated by or contain flashing, blinking, intermittent, rotating or moving light or lights, except time and temperature signs. In no event shall an illuminated sign or lighting device be so placed or directed as to permit focused light to be directed or beamed upon a public street, highway, sidewalk, or adjacent premises so as to cause glare or reflection that constitutes a traffic hazard or nuisance.
- 72.5.6. No projecting sign shall be erected or maintained more than 36 inches from the front or face of a marquee or building, unless otherwise provided.
- 72.5.7. Signs made of metal, glass, plastic with electric lights inside the sign or with letters composed of lamps or neon tubing on the outside of same, or similarly constructed, may be erected, provided:
- (1) They conform with all electrical codes for such electrical devices, and
 - (2) No electrical lights or fixtures shall be attached in any manner to a wooden sign which is attached to a building, except as provided for in section 72.4.12.
- 72.5.8. No roof sign shall be erected or maintained which extends for a height greater than 12 feet above the roof of the building on which it is affixed.
- 72.5.9. No part of any sign of any type shall be placed in any dedicated street or highway right-of-way, or in any utility and drainage easement, except as provided in Sections 72.4.3, 72.4.8 and 72.5.11, and no projecting sign or awning, inclusive of any supporting structure or bracket, may be located on or over the public right-of-way unless attached to a structural element of the building. For sandwich board signs and sculptural element signs, a non-exclusive revocable license must be obtained from the city each year for the use of the public space. This license is not to be considered a privilege license but a non-exclusive right to use the public sidewalk for the permitted purpose subject to applicable conditions set forth herein and the granted licensee.
- 72.5.10. An awning sign identifying a business by name and/or logo on a lawfully erected awning at the front of a business shall be considered an attached accessory sign and shall be allowed so long as the total square footage of that property's signage, including the signage on the awning, does not exceed the allowance set forth by this ordinance for attached accessory signs.
- 72.5.11. Awnings, inclusive of any supporting structures or brackets, shall project no further than eight feet from the vertical face of the building to which they are attached; however, in no case shall an awning be permitted to extend into an area six feet measured from the back of the curb abutting the building to which the awning is attached. Awnings shall have a minimum height of eight feet above the sidewalk as measured from the bottom edge of the awning.
- 72.5.12. **Ground signs.**
- (1) Ground signs shall not exceed 35 feet in height above the adjacent ground, as measured from the highest point of the sign (excluding embellishments on non-accessory ground signs) to the existing elevation of the ground at the point of attachment prior to installation of the sign, except that the height of non-accessory ground signs erected along elevated portions of interstate highways or expressways may be determined as follows: The bottom of the sign face shall be located at a maximum height of 15 feet above the main traveled surface area of an interstate highway or expressway (as determined from the point on the interstate highway or expressway which is perpendicular to the sign structure) and the sign face shall not exceed 12 feet in height (excluding embellishments), provided that no sign shall be erected to a height of more than 60 feet (excluding embellishments), as measured from the highest point of the sign to the existing elevation of the ground at the point of attachment prior to installation of the sign. Lighted reflectors may project six feet beyond such signs, but no closer than five feet to any property line. If such signs do not conform to the building setback line for the zone, then lattice work beneath the sign is not permitted and an open space at least eight feet above ground shall be maintained between the bottom of the sign and the ground surface on which it is located.
 - (2) Nonaccessory ground signs shall not exceed 50 feet in length and no such sign shall be placed closer than 1,000 feet to another such sign on or along the same side of a street or highway, except in a highway business C-4 district and along

interstate highways where the minimum separation between such signs shall be 2,000 feet. Nonaccessory ground signs shall not be built within the required front, side, or rear yard areas as set forth in the Zoning Ordinances of the City of Huntsville.

- (3) Nonaccessory ground signs erected along an interstate highway must be located within 100 feet of the right-of-way for such interstate highway but no closer than 50 feet to the right-of-way for such interstate highway. Where any other street or highway runs parallel to an interstate highway or is situated such that no land other than the public right-of-way is located between such interstate highway and such other street or highway, then the provisions of this paragraph and the provisions regarding spacing of signs along interstate highways, as set forth in section 72.4.4(4), shall apply to such other street or highway.
- (4) A nonaccessory ground sign must face oncoming traffic, and no one side of the sign shall be visible to traffic traveling in opposite directions at the same time from any point on the street or highway to which the sign is permitted.
- (5) In no case shall the embellishments on a non-accessory ground sign become a permanent part of a sign, nor shall embellishments be permitted on any non-accessory ground sign having a face larger than 400 square feet. All embellishments shall be constructed so as to meet the standards of the then-currently adopted technical codes.
 - (a) Two-dimensional embellishments shall not exceed 15 percent of the permitted area of the sign face nor shall the enclosing rectangle used to measure the area of an embellishment extend more than three feet beyond any edge of a sign face or be continuous for more than 20 feet.
 - (b) Three-dimensional embellishments shall not exceed an area equal to 15 percent of the permitted area of the sign face nor shall the enclosing rectangular prism used to measure the volume have a depth perpendicular to the sign face in excess of eight inches.
- (6) Digital non-accessory ground signs are permitted, regardless of technology used, provided:
 - (a) Digital non-accessory ground signs shall include a light detector/photocell which causes the sign's brightness to dim to levels which the zoning official determines meets current ambient light conditions; provided, the zoning administrator may adopt such standards he deems necessary to administer this provision;
 - (b) No scrolling, flashing, blinking, rotating, pulsating, moving, intermittent or animated images are permitted;
 - (c) The sign shall have a static image or message lasting no less than ten seconds;
 - (d) The sign shall achieve a transition to another static image or message within a one second maximum change time;
 - (e) The sign shall not display any illumination that moves, appears to move, or changes in intensity during the static display period;
 - (f) The sign shall contain a default design that will freeze the device in one position if a malfunction occurs; and
 - (g) No variances shall be allowed for any of the foregoing conditions.

72.5.13. No part of any sign shall be so placed or constructed as to obstruct or interfere with any door, window, fire escape or other means of egress, light or ventilation.

72.5.14. No sign shall be located in such a position that the same obscures the view of pedestrian or vehicular traffic in such a manner as to endanger the safe movement thereof.

72.5.15. Signs painted, fixed or mounted directly on or over the interior or exterior of windows are permitted provided that such signs do not cover more than 20 percent of the total window area, including framing and mullions, per building elevation, except in general business C-3, central business C-B and research park commercial districts. Any signs intended to be read from the exterior whether positioned on the inside of the window or the outside of the window are counted in the 20 percent window coverage. Signs located on or affixed to the outside of the window must have a sign permit and count toward the allowable signage for the zoning district where the sign is located.

- 72.5.16. Signs are prohibited that are erected or maintained upon trees or painted or drawn upon rocks or other natural features.
- 72.5.17. Signs are prohibited that contain or are an imitation of an official traffic signal or contain the words “stop,” “go slow,” “caution,” “danger,” “warning,” or similar words, when used in such a manner that the same may be mistaken for or confused with an official sign. No variance from this provision shall be permitted which would allow a sign in violation of the Code of Ala. 1975, § 32-5A-36.
- 72.5.18. Signs of a size, location, movement, content, coloring, or manner of illumination that may be confused with or construed as traffic control devices, or which hide from view of street traffic any traffic or street signal or sign are prohibited.
- 72.5.19. All signs shall be maintained in compliance with the sign standards of the then-currently adopted technical codes as adopted by the City of Huntsville.
- 72.5.20. Signs attached to and projecting from the exterior wall of a permanent structure shall not extend more than ten feet above said structure.
- 72.5.21. Except in neighborhood business C-1 and general business C-3 districts, attached accessory signs on theatres may exceed the permitted size in the district by the maximum sign size allowed in said district and provided no accessory ground sign is maintained on the premises, except as provided for in section 74.4.11.
- 72.5.22. Accessory signs that advertise a terminated activity, business, product, or service no longer produced or conducted on the premises upon which the sign is located are prohibited; provided, however, that where premises are temporarily vacant, such signs may remain in place for not more than 120 days from the date of said vacancy.
- 72.5.23. Pennants, ribbons, streamers, spinners, or other similar moving, fluttering or revolving devices shall be maintained in a good state of repair and a safe condition.
- 72.5.24. Permanent off-site signs of any type shall be regulated as nonaccessory ground signs.
- 72.5.25. Electronic message center signs shall be considered accessory ground signs and shall be allowed so long as the total square footage of that property’s signage, including the electronic message center, does not exceed the allowance set forth by this ordinance for accessory ground signs and provided:
- (a) Electronic message center signs shall include a light detector/photocell which causes the sign’s brightness to dim to levels which the zoning official determines meets current ambient light conditions; provided, the zoning administrator may adopt such standards he deems necessary to administer this provision.
 - (b) No scrolling, flashing, blinking, rotating, pulsating, moving, intermittent, or animated messages are permitted.
 - (c) The sign shall not display any illumination that moves, appears to move, or changes in intensity during the static display period.
 - (d) Messages on electronic message center signs are limited to letters, numerals and standard punctuation only.
 - (e) Lines of electronic text shall not exceed three lines of text per sign face.
 - (f) Text messages shall be limited to either white or amber in color on a black background and the entire text message must be monochrome.
 - (g) Text messages shall be static and shall not change more than once in any one hour period. The transition time between the changing of the static text messages shall be achieved within a one second period.
 - (h) Electronic message center signs shall contain a default design that will freeze the device in one position if a malfunction occurs.
 - (i) Electronic message center signs shall be turned on no earlier than 7:00 a.m. and turned off no later than 10:00 p.m. in all residentially zoned districts.

- (j) An electronic message center sign shall not exceed 75 percent of the total permitted sign face area. In the case of a single use, the establishment or facility name and street number shall be provided in non-electronic format. In the case of a business center sign or multiple tenant center sign, the name of the center, if any, and street number shall be provided in non-electronic format.
- (k) Electronic message center signs shall be constructed as an integral part of a permanent sign constructed on-site. Integral shall be considered to be incorporated into the framework and architectural design of the permanent sign.

72.5.26. Electronic display signs shall be considered accessory ground signs and shall be allowed so long as the total square footage of that property's signage, including the electronic display sign, does not exceed the allowance set forth by this ordinance for accessory ground signs and provided:

- (a) Electronic display signs shall include a light detector/photocell which causes the sign's brightness to dim to levels which the zoning official determines meets current ambient light conditions; provided, the zoning administrator may adopt such standards he deems necessary to administer this provision.
- (b) No scrolling, flashing, blinking, rotating, pulsating, moving, intermittent, or animated messages are permitted.
- (c) The sign shall not display any illumination that moves, appears to move, or changes in intensity during the static display period.
- (d) Electronic display signs shall be static and shall not change more than once in any one hour period. The transition time between the changing of the static image shall be achieved within a one second period.
- (e) Electronic display signs shall contain a default design that will freeze the device in one position if a malfunction occurs.
- (f) Electronic display signs shall be turned on no earlier than 7:00 a.m. and turned off no later than 10:00 p.m. in all residentially zoned districts.
- (g) An electronic display sign shall not exceed 75 percent of the total permitted sign face area. In the case of a single use, the establishment or facility name and street number shall be provided in non-electronic format. In the case of a business center sign or multiple tenant center sign, the name of the center, if any, and street number shall be provided in non-electronic format.
- (h) Electronic display signs shall be constructed as an integral part of a permanent sign constructed on-site. Integral shall be considered to be incorporated into the framework and architectural design of the permanent sign.

(Ord. No. 96-336, § 1, 6-13-1996; Ord. No. 99-206, § 7, 4-8-1999; Ord. No. 05-013, § 3, 2-10-2005; Ord. No. 06-826, § 3, 10-26-2006; Ord. No. 06-967, § 1, 11-21-2006; Ord. No. 07-1194, § 1, 2-28-2008)

72.7. – NONCONFORMING SIGNS.

The following signs being maintained are on the effective date of this ordinance hereby declared to be a public nuisance and shall be brought into compliance according to the following schedule:

- 72.7.1. All signs constructed upon or overhanging any public street or highway, sidewalk excluded, and any sign that fails to meet the then-currently adopted technical code wind load requirements, shall be removed by the owner or persons responsible for same within 90 days after the effective date of this ordinance, and thereafter it shall be unlawful for any such person to keep or maintain such sign except in conformity with this ordinance.
- 72.7.2. All signs that do not conform to the size limitations of this article must be removed or brought into conformance herewith within three years from the effective date of this article, except as hereinafter provided:

- (1) The zoning administrator of the City of Huntsville, Alabama or his authorized representative shall notify, in writing, the owner, or his agent, of any sign which does not conform to the requirements and limitations of this article, stating that the sign in question does not conform herewith, the reasons and specifications which make the sign nonconforming, and the date by which the sign must be removed or made to conform under the terms of this article, which said date shall be three years from the effective date of this article.
- (2) The owner of such nonconforming sign, or his agent, may within 90 days of the date of the receipt of the written notice from the zoning administrator, as set forth in paragraph (1), above, file a written objection to the literal enforcement of the three-year limitation as set out in the written notice from the zoning administrator. Said written objection shall be filed in the Office of the Director of the Planning Department of the City of Huntsville, Alabama, and shall be substantially in the form designated by the zoning administrator for such objections, and shall specifically include the following information:
 - (a) Photograph of each face and the supporting structure of the sign.
 - (b) Spot survey, or other drawing acceptable to the manager of inspection, showing the correct address of the said sign and its location on the said property.
 - (c) The name and address of the owner of the said sign, and of the owner of the property on which the sign is situated.
 - (d) A copy of the ground lease, if any, permitting the location of the sign on the subject property.
 - (e) A certified statement from the owner or his agent stating the age of said sign, its original cost (to the owner making the application), the date the present owner acquired ownership, any repair or alteration done by the present owner to enhance the value of the sign (not including ordinary maintenance), the current market value of the said sign, the amount of depreciation claimed by the owner for tax purposes against the said sign, the annual gross revenue from the sign reported for tax purposes, the operating and maintenance expenses of the said sign directly chargeable to the said sign, and a statement detailing what portion or percentage of signs owned by applicant are nonconforming and subject to this section.
 - (f) If the ordinance requires the sign to be reduced in size, the projected cost to the owner for such reduction, and the projected fair market value of said sign after reduction.
 - (g) The period of time which the owner claims is necessary to amortize the cost of reduction of the sign, or the removal of the said sign, as the case may be, to justly compensate the owner therefor. The owner or agent should give a full explanation of how this figure is derived.
 - (h) The salvage value of any portion of the nonconforming sign not utilized in the conforming sign (including sign structure).
 - (i) Any other reasonable costs owner may sustain.
 - (j) Any other pertinent information owner or agent may choose to submit.
 - (k) Any other information that the zoning administrator may require.
- (3) Any owner, or his agent, who fails to file a written objection to the three-year amortization period established by this article within the 90-day period following receipt of the notice as set forth in paragraph (1) above shall be conclusively presumed to have waived further right of appeal or protest of the three-year amortization period allowed by this article.
- (4) After receipt of a written objection to the application of the three-year amortization period to a particular sign, the zoning administrator shall establish a reasonable plan for termination of the nonconforming use, but the plan shall not amortize the nonconforming use for a period of less than three years. In determining a reasonable plan for termination, the zoning administrator may consider the information submitted in the written objection pursuant to this article, together with such other information as may be available to him and pertinent to such issue. Within 90 days of the date of the filing of the

objection, the zoning administrator shall make a factual determination of the reasonable fair market value and economic life of the said nonconforming sign, and he shall establish, according to his findings, the time during which said nonconforming sign shall be allowed to remain under the provisions of this article. In no event shall any nonconforming sign under this article be amortized for a period longer than seven years.

- (5) On or before the end of the amortization period as determined by the zoning administrator, the owner or person responsible for the said sign shall cause the same to be removed, or to comply with the provisions of this article. Except for maintenance, there shall be no alteration of the sign during the established amortization period, and at any time said sign repairs or alterations of more than 50 percent of its then remaining economic value, then said sign shall immediately become unlawful and shall thereupon be made to conform to the requirements of this article, or be removed by the owner or person responsible for said sign.
- (6) An appeal of the decision of the zoning administrator concerning the period of amortization for a nonconforming sign may be taken by any person aggrieved thereby to the board of zoning adjustment. Such appeal shall be taken within a reasonable time, as provided by the rules of the board, by filing with the zoning administrator and with the board of zoning adjustment a notice of appeal specifying the grounds thereof. The board shall hear the appeal as provided in Code of Ala. 1975, § 11-52-80, and as specifically empowered under Code of Ala. 1975, § 11-52-80(d)(1) and article 92 of this ordinance (Ordinance No. 63-93, as amended). Upon such appeal, the board shall consider any relevant factors, including those presented to the zoning administrator, and establish, according to its findings, the time during which said nonconforming sign shall be allowed to remain under the provisions of this ordinance. It shall not be necessary for the applicant to show any hardship or to qualify for a special exception under this ordinance to secure relief under this article.
- (7) Any person or persons aggrieved by a decision of the board of adjustment may appeal the decision to the Circuit Court of Madison County, Alabama, as provided in Code of Ala. 1975, § 11-52-81, and by section 92.7 of this ordinance, as amended.

- 72.7.3. A nonaccessory ground sign which is located between 500 and 1,000 feet from the nearest other such sign on or along the same side of the street or highway, or between 1,000 and 2,000 feet from the nearest other such sign on or along the same side of the street or highway in a highway business C-4 district and along interstate highways, which was prior to the adoption of this article a conforming sign in all other respects, is a permitted sign until it is removed or until said sign requires repairs or alterations of more than 50 percent of its then remaining economic value.
- 72.7.4. A nonaccessory ground sign which is located nearer than 100 feet from any street intersection with another street, which sign was, prior to the adoption of this article, a conforming sign in all other respects, is a permitted sign until it is removed or until said sign requires repairs or alterations of more than 50 percent of its then remaining economic value.
- 72.7.5. A ground sign which is mounted at least eight feet from ground level at the base of said sign and which does not exceed 35 feet in height above the adjacent ground and which was at the time of its construction in conformance with all the setback provisions of the zoning ordinance, is a permitted sign until it is removed or until said sign requires repairs or alterations of more than 50 percent of its then remaining economic value.
- 72.7.6. A nonaccessory ground sign which is located within a 300-foot radius of any other nonaccessory ground sign, which sign was, prior to the adoption of this article, a conforming sign in all other respects, is a permitted sign until it is removed or until said sign requires repairs or alterations of more than 50 percent of its then remaining economic value.
- 72.7.7. Signs permitted in sections 72.7.2, 72.7.3, 72.7.4, 72.7.5, and 72.7.6 are declared to be incompatible with permitted uses in the districts affected thereby. The intent of this article is that nonconformities shall not be enlarged upon, expanded or extended, or be used as grounds for other uses prohibited in the same districts.

72.7.8. If application of this ordinance requires compensation under the Federal Highway Beautification Act, now codified as 23 USC 131, as amended, with respect to the removal or downsizing of any sign, then such compensation, if required, shall be paid by the appropriate federal and state authorities as specified in the act. If, at the time conformity or removal is required under this section, federal and state funds are not available as provided under the Federal Highway Beautification Act, such nonconforming signs will be permitted to remain until compensation becomes available.

If application of this ordinance does not require compensation under the Federal Highway Beautification Act, then at the time any sign is required to conform or be removed pursuant to this ordinance, such sign must be brought into conformity or removed without compensation.

(Ord. No. 07-460, § 7, 6-28-2007; Ord. No. 07-1194, § 1, 2-28-2008)

72.10. – INSPECTION.

All signs in the City of Huntsville for which permits are required under this ordinance shall be subject to an annual inspection by the zoning administrator. Such inspection shall take place beginning immediately after the adoption of this ordinance and thereafter shall be conducted annually.

(Ord. No. 07-460, § 7, 6-28-2007)

72.11. – MAINTENANCE.

All signs shall be maintained in safe condition, free from damage or the results of excessive weathering. At any time the zoning administrator shall find that any permitted sign is in a bad state of repair, or is in danger of falling, or presents a hazard from electrical shock or fire, or at any time a permitted sign is found to be in such bad state of repair or maintenance as to adversely affect the property values in the surrounding neighborhood, then said zoning administrator shall make and enter an order directed to the owner or person in charge of said sign commanding its removal or its repair or maintenance as therein stated. Any orders issued under this section shall be subject to an appeal to the board of zoning adjustment in the same manner as other appeals are taken to said board. The board of zoning adjustment is hereby empowered to hear said appeal and to make and enter an order directing the repair or maintenance of said sign upon a finding by said board that the condition of the sign, due to lack of maintenance, or disrepair, is a nuisance and adversely affects the property values in the surrounding neighborhood. Appeals from the board of adjustment shall lie to the circuit court in the same manner as all other appeals. It shall be unlawful for any person to continue to maintain any sign contrary to the orders of the zoning administrator under this section, except during the time that such order is under appeal to the board of zoning adjustment or to the circuit court as provided herein.

(Ord. No. 07-460, § 7, 6-28-2007)

72.12. – EXCEPTIONS AND EXEMPTIONS.

This ordinance shall not apply to any signs erected and maintained pursuant to and in discharge of any government function, or required by any law of governmental function.



FOR ADDITIONAL INFORMATION, PLEASE CONTACT:

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