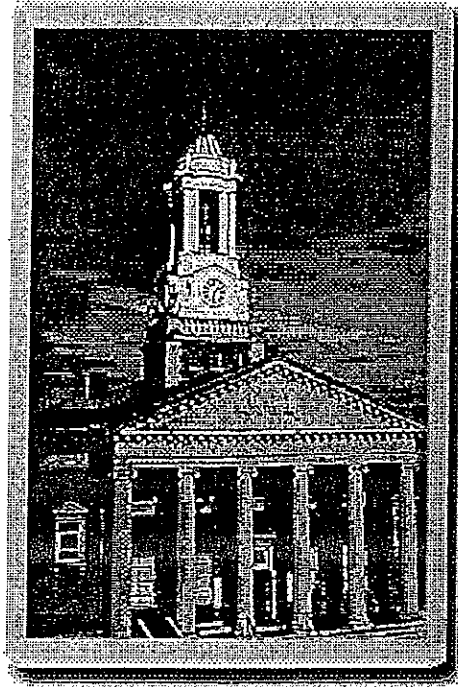

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C E N T E R F O R B U S I N E S S

*Bedford Joint Industrial
Development Authority*

January 9, 2003

Protective Covenants, Conditions and Restrictions For the Bedford Center for Business



WHEREAS, the Bedford Joint Industrial Development Authority (referred to herein as "the Authority"), is the owner of certain real estate, more particularly described on Exhibit A attached hereto, which is referred to as the " Bedford Center for Business" (herein referred to as "the Center"); and

WHEREAS, the Authority intends to subdivide the land and to sell and lease parcels of land in the Center for industrial and business uses; and

WHEREAS, the Authority desires to subject the land to certain conditions, covenants and restrictions set forth hereinafter to insure proper use and appropriate development of each building site and the grounds thereof; to protect the environment of the Center; to maintain the aesthetic character of the Center; to guard against the erection therein of improvements built of improper or unsuitable materials; and in general to provide a high quality of development so that each building site will promote and enhance the health and safety of workers in the Center and the residents of the surrounding community and the beneficial use and development of other properties in the Center.

NOW, THEREFORE, the Authority does hereby declare and make known that the land in the Center, including each and every parcel in the Center, whether sold or leased in whole or in part, shall be subject to the following covenants, conditions and restrictions which are to run with the land:

1. Applicability

- 1.1 These protective covenants are applicable to all parcels located within the areas of the Center and shall become effective and in full force upon recordation in the Clerk's Office of the Circuit Court of Bedford County, Virginia.
- 1.2 The Authority may add additional areas to the Center other than those specified in Exhibit A, but no additional land owned by the Authority shall be subject to these protective covenants unless the Authority specifically subjects such additional property pursuant to an instrument recorded in the said Clerk's Office.
- 1.3 It is the intent of the Authority to encourage and facilitate business development by working with those interested in locating in the Center to accommodate specific business needs within the framework of the covenants.

2. Permitted and Prohibited Uses

2.1 Permitted uses

Lots within the Center may be used for the following uses:

- (a) Industrial, manufacturing, fabricating, wholesale distribution, industrial warehousing, light manufacturing activities, and similar uses permitted in writing by the Authority.
- (b) Research and development facilities and corporate office complexes for financial institutions, insurance companies, e-commerce and similar uses permitted in writing by the Authority.
- (c) Printing, lithographic or publishing facilities.
- (d) Operations or uses ancillary to the above primary uses approved by the Authority.

2.2 Prohibited Uses

The following activities are specifically prohibited:

- (a) Residential uses of any kind.
- (b) Contractor and construction shops and yards.
- (c) Motor freight terminals.
- (d) On-site retail sales and services except as an accessory to a manufacturer or catalogue distributor located in the Center.
- (e) Temporary buildings, travel trailers, mobile homes, or storage facilities, except for those which may be necessary during construction.
- (f) Obnoxious or offensive activities which may be or become an annoyance or nuisance to the owner, tenant, or occupant of other parcels within the Center and surrounding community by reasons of excessive emissions, fumes, odors, glare, vibration, gases, radiation, dust, liquid or solid waste, smoke, noise, or other hazards.

3. Approval of Plans

3.1 No improvement shall be erected, placed or altered on any parcel in the Center until the following items are submitted in triplicate to the Authority for its written approval:

- (a) A site development plan of the parcel showing the grading scheme, kind, shape, composition, dimensions and parcel location of all structures with respect to the particular parcel (including proposed front, rear, and side setback lines), and with respect to structures on adjoining lots, and the number and location of all parking spaces and driveways on the parcel and other development and design features required herein.
- (b) A landscaping plan for the particular parcel.
- (c) A plan for the location of signs and lightings.
- (d) A building elevation plan showing dimensions, materials, and exterior color scheme.

- 3.2 The Authority shall evaluate such plans to determine (a) whether the proposed improvements comply with the development standards and other requirements of these restrictions; (b) whether the external design, finish and height of the proposed improvements conform and harmonize with the existing structures in the Center; (c) how the location of the proposed improvements on the parcel and the use thereof may affect adjoining structures, uses and occupations, and (d) whether the location of the improvements is appropriate taking into consideration the topography, grade and finish ground elevations of the parcel.
- 3.3 The Authority shall review the plans and notify the applicant of the action taken with respect to the plan, which may include approval, approval subject to conditions or disapproval. In cases of conditional approval, the applicant shall make the necessary changes and submit revised plans for approval. The review process by the Authority shall not exceed sixty (60) days from the date of submittal of documents and revisions thereof.
- 3.4 All construction within the Center also must comply with the applicable portion of local, state or federal codes and regulations, including but not limited to building codes and zoning ordinances. Whenever possible, review by the Authority shall be simultaneous with any governmental review to the extent possible in order to expedite approvals.
- 3.5 Material changes in approved plans must be similarly submitted to and approved by the Authority.
- 3.6 The Authority is hereby expressly released and relieved of any and all liability in connection with the Authority's approval of any building plans, specifications, site or landscape plans or elevations. Any other approvals or consents shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action whether by the Authority or anyone else complies with, or is not in violation of any applicable law, rules or regulations. The owner is solely responsible for all of the same.
- 3.7 An approved site development plan shall expire and be null and void unless a building permit for the construction of substantial elements of the site plan has been issued within a period of one(1) year after final approval by the Authority.

4. Development and Design Standards

4.1 Site Requirements

4.1.1 Setbacks

No building or structure shall at any time be erected on any parcel within seventy-five (75) feet of the front property line or fifty (50) feet of the rear property line or twenty-five (25) feet of any side property line. All improvements also must comply with landscape buffer requirements as contained hereinafter.

4.1.2 Building Coverage

No more than sixty percent (60%) of the area of any parcel may be covered with buildings or other structures. No more than seventy-five (75%) percent of the area of any parcel may be covered with buildings, structures, and paving.

4.1.3 Building Height

No building elevation within the Center shall exceed forty (40) vertical feet in height from grade plane to the average height of the highest roof surface. Prior to installation, erection, construction or placement, any other improvements including rooftop or free standing appurtenances and structures exceeding forty (40) feet from ground level must be approved by the Authority.

4.1.4 Lot Size

Each lot or parcel established in the Center shall be not less than seven (7) acres in size, except where topography does not allow such size.

4.1.5 Utilities

All utility services, including electrical power, telephone, fiber optic, sanitary sewer, or steam or water line shall be installed underground. Gas storage tanks, communication facilities, and transformers required to be placed above ground shall be located in the rear yard and shall be screened to the extent possible, consistent with materials delineated for buildings in this Center or vegetation sufficient when planted to provide a continuous visual screen of the tank or transformer.

4.1.6 Grading

Cut slopes and fill slopes shall have rounded edges, and the surface shall be varied and modulated to emulate the natural land forms or existing terrain for the purpose of blending the slope into its surroundings and minimizing the artificial look. Tree plantings and other landscaping will be used to further obscure the visual impact of the slope. Fill dirt from foundation excavations will be used where possible to create earthen berms in accordance with the landscaping requirements set forth herein.

4.2 Building Requirements

4.2.1 General Design

A relatively wide variety of architectural design and materials shall be permitted. However, it is intended that a basic harmony of architecture shall prevail among all developments so that no improvement shall detract from the appearance of the overall development. Individuality and creativity are encouraged provided the blending of design into the parcel's surrounding context is achieved. The general design context must reflect a high quality corporate and industrial image.

4.2.2 Materials

The exterior finish of buildings within the Center shall be faced with stone, brick, architectural block, glass, wood, and exterior insulation finish system (e.g. DRYVITT), split faced units, or a combination thereof, except metal or vinyl construction may be permitted (a) if in the judgement of the Authority this material is deemed acceptable in relation to the development in the Center and (b) all metal or vinyl exterior shall be limited to not more than thirty (30%) of the front and forty (40%) percent of the sides and rear if visible from any public street.

4.2.3 All Materials, etc. To Be Consistent

On each parcel, colors, materials, finishes, and building forms for all buildings shall be coordinated in a consistent manner on all elevations, facades and sides.

4.2.4 Equipment

All roof mounted mechanical, equipment, roof structures, and lights shall be shielded or screened as viewed from Venture and Independence Boulevard or any publicly maintained roadway. Materials used for shielding or screening shall be harmonious with materials used in roof or side walls.

Transformers or similar above ground equipment, dumpsters, recycling equipment and containers, compactors, bailers and other waste management equipment and waste containers shall be located on grade at the rear of the building whenever possible. All such containers and equipment shall be screened so as not to be visible from any public roadway or right of way, or adjoining parcel.

4.2.5 Roofs

Roofs or roofing surfaces contained on a particular parcel shall be of a consistent design and material.

4.2.6 Accessory Structures

Accessory buildings and enclosures shall be of similar design and material as the principal buildings and shall not exceed forty percent (40%) of a total square footage of the principal buildings.

4.2.7 Fencing

The use of fencing on any parcel is permitted with approval of the Authority.

4.2.8 Outdoor Storage

No materials, supplies, equipment, trash or refuse shall be stored except inside a building or behind an approved visual barrier, which screens the stored matter from view from streets and adjoining lots and which shall not be less than six (6) feet in height or two (2) feet above the stored matter, whichever is higher. Storage areas shall not be located between a building and a street. Screening may be accomplished by a landscape berm, continuous evergreen berm, or with materials approved by the Authority. All screening plantings must be of a size and density at time of planting sufficient to provide a continuous visual screen of the area.

Accumulation of excessive unusable equipment, material for recycling, raw materials, damaged finished materials and products, and any other materials, substances, machinery, and parts shall not be permitted.

4.3 *Parking Requirements*

4.3.1 *General*

Each parcel shall contain all required parking within the parcel. Off-site parking shall not be permitted. Parking shall not be permitted on any street, and owners of parcels or their tenants shall be responsible for enforcing this requirement with respect to their employees, deliveries and visitors.

4.3.2 *Location*

Wherever possible, parking in service areas is to be located on those sides of each building which do not front on the street. Consideration will be given for parking between the building and street if there are innovative designs that include buffering by earthen berms with landscaping. Parking areas may be constructed on any part of a parcel except in any required landscaped buffer areas.

4.3.3 *Paving*

All access drives, parking areas, and outdoor storage areas shall be paved with bituminous concrete (asphalt), reinforced concrete, block pavers, or equivalent material to provide a smooth, even and dust-free surface. All vehicle movement and parking shall be confined to these areas.

4.3.4 *Landscaping of Parking Areas*

No more than twenty (20) perpendicular or angled spaces, or eight (8) parallel spaces, shall be permitted in a parking area in a row without being interrupted by a landscaped parking island. At least forty (40%) percent of the area of each island shall be planted and shall include at least one (1) shade tree of at least two (2) inch caliber at the time of planting. Planting shall be physically protected from cars by concrete curbing or other equivalent material. Each island shall be at least as large as a standard parking space. No more than two (2) parking lot driveways (and their associated parking spaces) shall be permitted side by side without being interrupted by a landscape strip averaging at least four (4) feet wide. At least fifty (50%) percent of the area of the landscape strip shall be planted.

4.3.5 *Curb and Gutter*

Where curbing or curb and gutters are required for storm water control between the front of a primary structure and an adjacent publicly maintained right of way, that curbing or curb and gutter shall be concrete.

4.3.6 *Off Street Loading Areas*

Provision for handling all truck service shall be totally within each parcel. Loading areas shall be designed and located so that they are not visible from public roadways. The use of earth berms, structures or landscape screenings shall be employed to screen loading areas to the extent possible.

4.4 *Sign Standards*

4.4.1 *General*

Signs shall relate only to organizations, goods, services, or activities on the parcel upon which the sign is located. No billboards or outdoor advertising shall be permitted. No moving signs or flashing lights on signs, rooftop signs, neon, or pole mounted signs shall be permitted. All signage on a parcel shall be uniform in appearance and design. Signage shall be uniform in materials, color scheme, lettering style, proportions, lighting and other characteristics.

4.4.2 *Allowable Signs*

Each parcel may have one (1) wall mounted sign on its principal building and one (1) monument sign. The maximum total square footage for all business signs, wall and monument on a parcel is two hundred (200) square feet. Business signs may contain only the name, address, and logo of the occupant.

4.4.3 *Wall Mounted Signs*

Wall mounted signs shall project no more than eight (8) inches from the wall surface, shall be mounted so that the back of the sign is flush with the wall surface and shall not project above the roof surface. No wall mounted sign face may exceed one hundred (100) square feet of surface area.

4.4.4 *Monument Signs*

Monument signs shall not be less than ten (10) feet from any property line. Monument business signs may be single sided or double sided, but no sign face may exceed one hundred (100) square feet in surface or eight (8) feet in height.

4.4.4. *Informational Signs*

Informational signs may be erected to direct traffic or pedestrian movements or to give warnings of restrictive areas or hazards. No informational sign shall exceed four (4) square feet in area.

4.4.5 *Temporary Signs*

Signs advertising a parcel building for sale or for lease are allowed, but such signs shall be limited to one sign per parcel or building. Such signs may be single or double faced, but shall not exceed twenty-four (24) square feet per sign face.

4.4.6 *Construction Signs*

Upon commencement of construction, one sign may be erected which may identify architects, engineers, contractors, financing sources, and other establishments providing services for developmental construction. This sign may not exceed thirty-two (32) square feet per sign face or eight (8) feet in height. As soon as the building is occupied, all construction signs shall be removed.

4.5 *Landscaping Requirements*

4.5.1 *General Requirements*

Landscaping shall be required in a form and manner acceptable to, and according to a landscaping plan submitted to and approved in writing by the Authority. A minimum of fifteen percent (15%) of the area within the property lines of each parcel shall be landscaped by grass, trees, shrubs or other plants and not paved or built upon. Any existing trees on site which are to be cut are to be cut only with approval of the Authority. All trees indicated on a landscape plan and planted pursuant thereto, except for evergreens, shall have a minimum diameter of two inches. Evergreen trees shall have a minimum height of six (6) feet above ground when installed. The Authority may request additional landscaping if deemed necessary.

4.5.2 *Clean-Up*

No trees that have been cut or debris from clearing a parcel of land in the park will be allowed to stay on site for more than one month after the date on which construction date of an industry or business has been completed. In the event that such trees and or debris are not removed during said one month period after the completion date of the construction or an industry or business, the Authority may hire a contractor to dispose of such trees and/or debris and shall have a right to be reimbursed for their costs by the industry or business involved. Construction material, debris, and/or litter must be disposed of in waste containers and at an appropriate landfill.

4.6 *Exterior Lighting*

4.6.1 *General*

The intent is to create a consistent exterior lighting system for the Center. All lighting systems shall be designed so as not to produce significant illumination or glare beyond the parcel on which it is located. All electric wiring shall be installed underground.

Parking and pedestrian lighting shall be provided. Exterior lighting shall be located at least twenty-five (25) feet from and directed away from any property line. Light levels shall not exceed 0.5 foot candles at the property line.

4.6.2 *Mounting Height*

The maximum permitted mounting height for any lighting fixture shall be twenty-five (25) feet. Fixtures designated to illuminate pedestrian walkways shall have a maximum height of twelve (12) feet.

4.6.3 *Lighting Type*

Low bollard fixtures and landscape lighting are recommended for walks and building entries. To minimize glare and light spill-over, light fixtures greater than twelve (12) feet tall shall use luminaries with "cut-off" optics, light-diffusing shields, or equivalent. Lighting systems will be designed to achieve an average maintained horizontal illumination level at the ground surface of 1-2 foot-candles, with

luminaries spaced to achieve a uniformity ratio (average:minimum) of 6:1 within the lighted area. To enhance pedestrian safety and security, lighting systems shall be designed to produce a broad color spectrum to emulate natural color balance with high definition and high resolution. All illumination and lighting shall be designed, installed and aimed so the glare will not hinder vehicular or pedestrian traffic, or not unduly light the night sky, and will not present a hindrance to operations on site or on any adjacent parcel.

4.6.4 Building and Sign Illumination

Building and sign accent illumination shall be permitted utilizing wall mounted or ground mounted methods. Building mounted floodlights are permitted only if they are shielded so that direct glare is not visible from surrounding properties and adjoining roadways. Ground mounted fixtures shall be concealed from view by landscaping as approved by the Authority.

4.7 *Noise*

It is the intent of these covenants to promote an environment within the Center free from noise that jeopardizes the health or welfare of, or that creates annoyance to, the owners, tenants, or occupants of the Center. Particular emphasis shall be given to preventing noise generated by normal commercial and industrial operations from being clearly audible beyond the boundaries of the parcel on which operations are conducted.

5. Maintenance and Operation

5.1 *General Maintenance Requirements*

Each owner, tenant, or occupant of any parcel shall maintain the buildings, grounds, and improvements in a safe, neat, clean, and maintained condition and shall comply in all respects with all governmental statutes, ordinances, regulations, health codes, and police and fire requirements.

Each owner, tenant, or occupant shall remove at its own expense any rubbish, litter or trash which may accumulate on its parcel at any time, including during periods of construction. Rubbish, trash, garbage, or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean, neat and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning.

5.2 *Signs*

Maintenance of all signs shall be required by all owners, tenants and occupants. Signs should be kept cleaned and maintained so as to preserve the state of quality that existed at the time of installation.

5.3 *Landscape Maintenance*

All grass, trees and shrubbery should be kept in good appearance at all times. Replacement of trees and shrubbery shall be done where such items have died or have been severely damaged. All grass and weeds should be cut and shrubbery

trimmed as necessary to maintain a neat appearance. If these conditions are not maintained satisfactorily to the Authority, the Authority may serve written notice upon the owner of such property or his agent and, if such person does not comply within two weeks, the Authority may correct the condition and bill the owner for the Authority's actual cost to correct in the same.

5.4 *Drainage*

Site storm drainage and detention pond maintenance shall be performed by the parcel owner.

5.5 *Avoidance of Nuisances*

No operation, whether commercial or industrial, shall produce or cause noise, vibration, dust, gas, smoke, heat, light, industrial waste, toxic matter, or odors to such extent or in such quantity as may endanger or be detrimental to the public health, safety, comfort, or welfare of persons who enter upon the premises and the residents of the surrounding community. No chemicals, metals, pesticides or substances that may be harmful or detrimental to the treatment process or discharge permit of the City of Bedford Waste Treatment System will be allowed.

6. Damage or Destruction of Buildings

If any building or other improvement on a lot becomes damaged or destroyed by fire, storm, explosion or otherwise, then in that event, all debris resulting from such damage or destruction shall be cleaned up and removed from the lot within forty-five (45) days of said damage or destruction. Reconstruction shall begin within sixty (60) days of the date of such damage or destruction. If such reconstruction is not begun within said sixty (60) day period, then in that event, the owner shall demolish all such damaged or destroyed improvements on the lot and leave the lot in a neat, restored and clean condition. The Authority may waive the provisions contained in this paragraph, but the decision as to the waiver of such provisions and as to the extent of such waiver shall be in the sole discretion of the Authority and shall not be attacked or judged by a standard, whether good faith or otherwise.

7. Completion of Work

7.1 *Time of Completion*

Any improvements commenced on any transferred property shall be completed within one (1) year from date of the commencement of construction except for so long as such completion is rendered impossible due to strike, fire, national emergency or natural disaster. However, the Authority may, in its sole discretion, on written request of the individual or entity acquiring any such property, extend the period of time in which the work must be completed. For those improvements requiring a Certificate of Occupancy, the work shall be considered complete upon the issuance of the unconditioned Certificate of Occupancy.

7.2 Final Plans

A set of as-built building and site plans shall be submitted to the Authority within forty-five (45) days of the issuance of the Certificate of Occupancy.

8. Sale or Lease Arrangements

8.1 Re-Subdivision

Re-subdivision of parcels in the Center shall not be permitted without the permission of the Authority.

8.2 Authority's Right to Re-Purchase Unimproved Land

8.2.1 In the event an individual or entity, subsequent to acquiring property from the Authority, fails to commence construction within twelve (12) months from the date of the deed from the Authority, the Authority shall have the unqualified right and option, in its sole discretion, to re-purchase the land at the sale price paid for the land, which option may be exercised by a writing setting forth its intention to exercise such privilege mailed to such grantee, or to one of grantee's heirs, personal representatives, successors or assigns, as the case may be, by certified or registered mail to the address of such grantees set forth in such deed. In special circumstances, the Authority, in its sole discretion, may grant written permission to commence construction at a specific later date than specified herein.

8.2.2 The term "commence construction" shall mean that the planned improvement is under contract for construction by a duly licensed Class A contractor which contract shall have a specific completion date and a commencement of work date not more than sixty (60) days from the date of said contract.

8.2.3 Should the grantee (individual or entity owning property other than the Authority) of any parcel or any part of any parcel of unimproved land desire or intend to sell or transfer said parcel or any part thereof, the Authority shall have the right of first refusal to repurchase the same at the original sales price paid to the Authority by the original purchaser. In such instances, the grantee shall notify the Authority by registered mail of its desire or intent to sell.

8.2.4 In the event that the Authority exercises its option to re-purchase, the conveyance to the Authority shall be by deed containing General Warranty and English Covenants of Title and the title conveyed shall be marketable and free from any lien, encumbrance, defect, or other exception unless such lien, encumbrance, defect or other exception existed at the time of conveyance by the Authority.

9. Enforcement of Restrictions

9.1 The right is hereby expressly reserved by the Authority to waive, modify, or amend all or any part of these covenants, conditions and restrictions (including development and design standards) from time to time as circumstances justify; provided the Authority may not waive governmental laws and regulations.

9.2 The enforcement of these covenants, conditions and restrictions shall be by proceeding at law or equity against any person or entity violating them or attempting to violate them either to restrain such violation and/or to recover damages. If such violation or attempted violation has not been cured within thirty (30) days after written notice to do so has been served on or mailed by certified mail to such person or persons, such proceedings may be commenced by the Authority or any other owner.

9.3 Damages may be recovered from a person or entity violating or attempting to violate these covenants, conditions and restrictions and in addition reasonable expenses including attorney's fees incurred in prosecuting such an action may be recovered.

9.4 It is recognized and acknowledged that a violation or attempted violation of these covenants, conditions and restrictions may cause material damage or injury not compensable in damages and that an action may be brought in equity to enforce compliance herewith or enjoin the violation or attempted violation hereof.

Reasonable expenses including attorney's fees incurred in prosecuting such a cause in equity shall be recovered from any person or entity violating or attempting to violate the covenants, conditions and restrictions hereof.

9.5 The remedies hereby specified are cumulative and the specification of them shall not be taken to preclude any aggrieved parties from resorting to any other remedy at law, in equity or under any statute. No delay or failure on the part of an aggrieved party to evoke an available remedy with respect to a violation hereof shall be held to be a waiver by the party of any right available to it upon the occurrence or continuation of said violation or the occurrence of a different violation.

9.6 Invalidation of any one (1) of these covenants, conditions and restrictions set forth herein, by judgement or Court order, shall in no way effect any of the other covenants, conditions or restrictions set forth herein which shall remain in full force and effect.

9.7 These protective covenants, conditions and restrictions shall be in full force and effect after adoption and upon recordation of this instrument in the Clerk's Office of the Circuit Court of Bedford County, Virginia for a period of twenty-five (25) years and shall automatically renew for successive periods of ten (10) years each thereafter, unless the owners of a majority of the parcels shall execute and record an instrument changing said covenants in whole or in part.

9.8 No violation of these covenants, conditions and restrictions shall defeat or render invalid the lien of any mortgage or deed of trust securing a loan made in good faith and for value to purchase, improve or refinance a parcel. However, all of the covenants, conditions and restrictions herein shall be binding upon any subsequent owner or owners whether title be obtained by purchase, gift, foreclosure, judicial sale or by any other method.

