

12-827
INSTRUMENT NO.
CITY OF DANVILLE, VA

PARCEL ID NUMBERS: 77324,
77074, 77388, 78092, 77668,
77884, 77667, 77075, 77394,
77395, 77073, 77666, 78459

Declaration of Protective Covenants
(As Amended)
for the
Danville Airside Industrial Park

THIS DECLARATION OF PROTECTIVE COVENANTS, (AS AMENDED), is made this 29th day of February 2012, by the Industrial Development Authority of Danville, Virginia.

NOW THEREFORE, the Industrial Development Authority of Danville, Virginia, along with the other owners of real property in Danville Airside Industrial Park, as evidenced by the signed Consent to Modify Protective Covenants for Danville Airside Industrial Development Park forms, recorded herewith, do hereby agree to the attached amended protective covenants, which deletes Section 5.4, entitled "Minimum Building Size".

WITNESS the following signature:

Richard L. Turner
Richard L. Turner, Chairman
Industrial Development Authority of Danville, Virginia

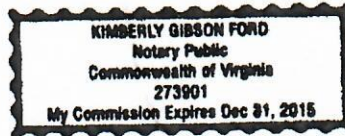
Commonwealth of Virginia
City of Danville

I, the undersigned Notary Public in and for the Commonwealth aforesaid, do certify that Richard L. Turner, acting in his capacity as Chairman, on behalf of the Industrial Development Authority for Danville, Virginia, whose name is signed above, acknowledged the same day before me in the City and Commonwealth aforesaid.

Given under my hand and notarial seal this 29th day of February, 2012.

Kimberly Gibson Ford
Notary Public

My commission expires: 12-31-2015



Return to
City of Danville

PRESENTED: September 8, 2011

ADOPTED: September 8, 2011

RESOLUTION NO. 2011-09.07

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA CONSENTING TO THE MODIFICATION OF THE PROTECTIVE COVENANTS FOR DANVILLE AIRSIDE INDUSTRIAL DEVELOPMENT PARK.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia that as a Record Title Holder of property located in Airside Industrial Park it does hereby consent to modify the Protective Covenants for the Danville Airside Industrial Development Park by deleting Section 5.4 entitled "Minimum Building Size".

APPROVED:

Donald L. Farnum
Chairman

ATTEST:

Kimberly Gibson Ford
Secretary

Approved as to
Form and Legal Sufficiency:
[Signature]
City Attorney

I certify this to be a true and correct copy of the original document on file.

Kimberly G. Ford, Secretary
Industrial Development Authority
BY: *Kimberly G. Ford*

**PROTECTIVE
COVENANTS**

FOR THE

**DANVILLE AIRSIDE
INDUSTRIAL PARK
(AS AMENDED)**

**CITY OF DANVILLE VIRGINIA
SEPTEMBER 2011**

ARTICLE 1: RECITALS

1.1 THE PROPERTY

The City is the present record title holder of certain real property situated in the City of Danville, Virginia, described in deeds recorded on Deed Book 772, at page 625, and as shown on Exhibit A hereto and incorporated by reference herein, which land is referred to herein as "the Property".

1.2 INTENT

The City desires to subject the Property to the conditions, covenants, restrictions, and reservations hereinafter set forth to ensure proper use and appropriate development and improvements of said Property. It is anticipated that the City will subsequently convey the Property, other than the Property Used in Common, shown on Exhibit B, to the Industrial Development Authority of Danville, Virginia for development as an industrial park.

ARTICLE 2: DEFINITIONS

2.1 DEFINITIONS OF TERM

1. "**Authority**" shall mean the Industrial Development Authority of Danville, Virginia, its successors and assigns.
2. "**City**" shall mean the City of Danville, Virginia.
3. "**City Council**" shall mean the City Council of the City of Danville, Virginia.
4. "**Department of Community Development**" shall mean the department of the City of Danville, Virginia, which shall assist the Review Committee in monitoring compliance with these protective covenants for the Danville Airside Industrial Park.
5. "**Executive Committee**" shall mean a committee, Consisting of the Chairman, Vice-Chairman, and Secretary of the Industrial Development Authority of Danville, Virginia, which shall constitute the Executive Committee of the Review Committee.
6. "**Improvements**" shall mean and include but not be limited to buildings, parking areas, loading areas,

fences, walls, hedges, landscaping, mass plantings, poles, signs, and any structures of any type or kind.

7. **"Owner"** shall mean the party or parties other than the Authority owning fee title to a Parcel, provided, however, that an Owner may, upon written notice to the Review Committee, assign all or part of his rights but not his duties hereunto to Owner's Tenant.
8. **"Parcel"** shall mean any contiguous plot of land, the Size and dimensions of which shall be established by the legal descriptions in the original conveyance from the City to the Authority or in any subsequent conveyance by the Authority or any successor in interest of all or part of said plot of land. A Parcel may also be established by the Authority by an instrument in writing, executed, acknowledged and recorded by the Authority, which designated a plot of land as a Parcel for purposes of these covenants. If two or more Parcels, defined above, are acquired by the same owner in fee, such commonly owned Parcels may, at the option of said owner, be combined and treated as a single Parcel for purposes of the

Covenants contained herein.

9. **"Property Used in Common"** shall mean and refer to those Areas of Property devoted to the common use and enjoyment of the owners of all the Parcels, their tenants and employees, and the public at large, including but not limited to parks, entrance areas, recreational facilities, major drainage ways, lakes, detention ponds, utility lines, pumping stations, and any other related or similar improvements relating to the enhancement of the overall quality of the Property.
10. **"Review Committee"** shall mean a Committee, consisting of seven members, appointed by the City Council of the City of Danville, Virginia, and comprised initially of the seven members if the Board of Directors of the Authority whose terms shall be concurrent with their terms as directors. In the event that it is finally judicially determined that the City Council is not authorized to appoint members of the Review Committee, then the members of the Committee shall be appointed for indefinite terms by the owners of fee title,

including the Authority and the owner of the Property
Used in Common, voting according to their
Proportionate land area.

3.1 PURPOSE

The Property is hereby made subject to the following conditions, covenants, restrictions, and reservations, all of which shall be deemed to run with the Property and each and every part thereof, insofar as federal, state, and local laws permit, to ensure proper use of appropriate development and improvement of said premises so as to:

1. Protect the Owners and tenants of Parcels against such improper development and use of surrounding Parcels as will depreciate the value and use of their Parcels.
2. Prevent the erection on the Property of structures constructed of improper or unsuitable materials or with improper quality and methods of construction.
3. Ensure adequate and reasonably consistent development of the Property.
4. Encourage and ensure the erection of attractively designed permanent improvements appropriately located within the Property in order to achieve harmonious appearance and function.
5. Insure the construction of adequate off-street parking and loading facilities.
6. Generally promote the welfare and safety of occupants, tenants and owners of Parcels.

ARTICLE 4: PERMITTED AND PROHIBITED USES

4.1 PERMITTED USES

The following uses are permitted to be established on
Parcels:

1. Industrial, manufacturing, processing.
2. Light industrial, wholesaling, warehousing,
distribution.
3. Offices.
4. Research, engineering.
5. Retail uses, only if such uses are clearly
incidental to the uses listed above.
6. Such other uses as the Review Committee shall find
to be directly related and compatible with
the overall character and intent of the
development of the Property.

4.2 PROHIBITED USES

1. Residential uses of any kind.
2. Retail establishments other than those which are
incidental to other permitted uses.
3. Noxious or offensive activities which may be or
become an annoyance or nuisance to the Owner,
tenant, or occupant of other Parcels within the
Property by reasons of unsightliness or the
excessive emission of fumes, odors, glare

vibration, gases, radiation, dust, liquid, or
solid waste, smoke, or noise.

4. Any use which the Review Committee shall find to
be specifically incompatible with the overall
character and intent of the development of the
Property.

ARTICLE 5: REGULATION OF IMPROVEMENTS

5.1 IMPROVEMENTS GENERALLY

No improvements visible from a public right-of-way shall be constructed, erected, placed, altered, maintained, or permitted on any Parcel until plans and specifications therefor have been approved by the Review Committee as more fully set forth in Article 7 of these Covenants.

5.2 SETBACKS

No building or structure shall at any time be erected on any Parcel, except with the prior written approval of the Review Committee, within:

1. 50 feet from the boundary line of any street right-of-way.
2. 50 feet from any Parcel boundary which is in exterior boundary of the Property.
3. 30 feet from any Parcel boundary which is not an exterior boundary of the Property.

5.3 BUILDING COVERAGE

No more than 40 percent of the area of any Parcel may be covered with buildings or other structures.

5.4 MINIMUM BUILDING SIZE

SECTION DELETED PER IDA RESOLUTION NUMBER 2011-09.07
DATED SEPTEMBER 8, 2011

5.5 BUILDING OCCUPANCY

No building shall be occupied by more than one tenant unless permission for multiple occupancy is given by the Review Committee.

5.6 OFF-STREET PARKING

The location, number and size of parking spaces shall be subject to approval by the Review Committee pursuant to Article 7 hereof.

All off-street parking areas, as well as related access drives shall be paved and properly graded to assure proper drainage in accordance with requirements of the Review Committee.

5.7 OFF-STREET LOADING

The location, size, and layout of loading areas shall be subject to approval by the Review Committee pursuant to Article 7 hereof.

Provision for handling all truck service shall be totally within each Parcel.

No off-street loading areas shall be located on or along the front wall of any building, within the required setback adjoining any street boundary, or nearer than 30 feet from any Parcel boundary.

5.8 LANDSCAPING

All Parcels shall be landscaped in accordance with a plan submitted to and approved in writing by the Review Committee, pursuant to Article 7 herein, prior to any development of the Parcel. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, type of trees, hedges and shrubs, and information regarding other landscape treatment for the entire site, such as fences, walls, and screening. Further, it shall be the responsibility of the Owner of a Parcel to landscape and maintain the area between the property boundaries of said Owner's Parcel and the curbs and paved areas of any public roadways adjacent to such Parcel. All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be substantially altered, amended, or revised without submitting the revised landscaping plan for prior written approval by the Review Committee.

All landscaping required hereunder or otherwise to be provided on any Parcel shall be completed within 60 days after the substantial completion of any buildings to be constructed on the Parcel provided however, if weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as weather conditions permit.

5.9 SIGNS

No signs shall be permitted anywhere within the Property without prior written approval of the Review Committee. All signs shall conform with sign standards for the property as adopted by the Review Committee and all applicable laws and governmental regulations.

5.10 ARCHITECTURAL DESIGN AND MATERIALS

No building or other structure may be constructed, erected, placed, altered, or permitted on any Parcel until plans and specifications with respect to exterior elevations, materials and colors have been submitted to and approved in writing by the Review Committee. Such approval shall be subject to standards adopted by the Review Committee and approved by City Council governing architectural styles and quality of building design, appearance, siting, materials, and other attributes which will enhance the overall appearance and environment of the Property.

5.11 OUTDOOR STORAGE

No outdoor storage shall be permitted anywhere within the Property without prior written approval of the Review Committee. Such outdoor storage will not be permitted within required setback areas as described in Section 5.2 above. All outdoor storage shall be screened from view from any street by screening walls, earth berms, or plant materials at least equal in height to the material being stored.

All equipment and facilities for bulk storage of liquids, petroleum products, fuels, waste or refuse, and similar materials shall be deemed to be outdoor storage.

5.12 EXTERIOR LIGHTING

No exterior lighting shall be permitted on any Parcel without prior written approval of the Review Committee unless such lighting is required by law or by other governmental regulations which take precedence over these Covenants. No flashing or intermittent light of any kind shall be permitted unless required as above. All outside wiring for exterior lighting shall be installed underground.

5.13 MAINTENANCE

Each Owner, tenant, or occupant of any Parcel shall keep his buildings and improvements in a safe, clean, maintained, neat 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 his own expense any rubbish or trash which may accumulate on his Parcel. Rubbish, trash, garbage, or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning by open fires.

ARTICLE 6: PROPERTY USED IN COMMON

6.1 DESCRIPTION

Property Used in Common is shown on Exhibit B attached hereto and also includes additional lands which may from time to time be designated as Property Used in Common. This land generally includes, but is not limited to, the flood plain area adjacent to Cane Creek plus certain major drainage ways and utility corridors, plus certain land adjacent to the entrance to the Property from U. S. Highway 58.

6.2 INTENT

It is the intent of the City to utilize and develop the Property Used in Common, and to install certain improvements, amenities, and facilities thereon which will serve to enhance the appearance and enjoyment of the Property for Owners of Parcels, tenants, occupants of the Property, and the public at large. Such improvements may include, but are not limited to parks, recreation facilities, landscaped areas, beautiful areas, signs, or structures intended to identify and promote occupancy of the Property, lakes, ponds, water detention areas, major drainage ways, utility corridors, pumping stations, and other similar or related improvements.

The City does not warrant by these representations that it will construct any specific improvement on the Property Used in Common.

6.3 TITLE

The City shall retain fee simple title to the Property Used in Common for a period of 25 years from the date hereof, and from and after that time shall retain fee simple title at the sole option of the City.

6.4 MAINTENANCE

The City shall maintain Property Used in Common in a safe, clean, neat, condition in a manner equivalent to that required of Owners of Parcels in paragraph 5.13 above. The City shall comply in all respects with all governmental statutes, ordinances, regulations, health codes, and police and fire requirements with respect to Property Used in Common. The City shall remove rubbish, trash, garbage, or other waste which may accumulate on Property Used in Common, and such shall not be disposed of on the premises by burning by open fires.

6.5 RIGHT OF ACCESS

In order for the City to construct, place, or maintain structures and improvements on Property Used in Common and to maintain the condition of Property Used in Common as required by the provisions of these Covenants, the City reserves for itself the free and unrestricted right of access upon and across each Parcel. Each Owner of a Parcel, by accepting title thereto, shall be deemed to have consented to the foregoing reservation and to have granted the foregoing right, and shall give constructive notice of City's reservation of right of access to any tenant or occupant of any Parcel. The rights of the City

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pursuant to this reservation shall be exercised with diligent efforts to avoid interfering with the normal operation and activities of any Owner, tenant, or occupant.

ARTICLE 7: APPROVAL OF PLANS

7.1 REVIEW COMMITTEE

There is hereby established a Review Committee as hereinbefore defined whose members shall be appointed by the City. Members of the Review Committee shall serve at the pleasure of the City.

7.2 PROCEEDINGS IF THE REVIEW COMMITTEE

The Review Committee shall adopt rules and procedures for the conduct of its business. The Review Committee shall adopt from time to time with the approval of the City Council certain standards and criteria for approval of plans as required by various Articles of these Covenants.

7.3 SUBMISSION OF MATERIALS

No improvements shall be constructed, erected, placed, altered, or permitted on any Parcel until plans and specifications with respect thereto, in manner and form satisfactory to the Review Committee, showing the proposed improvements layout, and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, parking spaces, grading, easements, utilities, proposed building use, estimated number of employees, and such other information as may be requested by the Review Committee, have been submitted to and approved in writing by the Review Committee. Such plans and specifications shall be

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submitted in writing over the signature of the Owner of the Parcel or the Owner's authorized agent. Nevertheless, upon receipt of a written statement from the Director of Community Development that an improvement is not and will not be visible from any public street or road, and owner, tenant, or occupant can proceed with the construction, erection, placement, or alteration of the improvement.

7.4 REVIEW AND APPROVAL

The Review Committee may, at its discretion, refer the plans and specifications to technical or professional advisers, public agencies, or other persons or groups deemed to be knowledgeable of the concept and intent for development of the Property.

Approval shall be based, among other things, on conformity and harmony of external design with neighboring structures and conformity of the plans and specifications to the purpose and general intent of these restrictions. The Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

7.5 EFFECT OF FAILURE TO APPROVE OR DISAPPROVE

If the Review Committee fails to either approve or

disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within 60 days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved subject, however, to the restrictions contained in Article 4 hereof. The Review Committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid 60-day period shall commence on the date of such notification. The Review Committee can, by giving due notice to the owner in writing, extend its review period, according to procedures set forth in the rules and procedures of the Review Committee.

7.6 LIABILITY

Neither the Review Committee nor the City, shall be liable for damages to anyone submitting plans for approval, or to any Owner of land affected by this Declaration, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with its approval or disapproval or failure to approve any such plans and specifications. Every person who

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submits plans to the Review Committee for approval agrees, by submission of such plans and specifications, and every Owner or tenant of any Parcel agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the Review Committee or the City to recover any such damages.

ARTICLE 8: ENFORCEMENT

8.1 ABATEMENT AND SUIT

The conditions, covenants, restrictions, and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the City, the Authority as its interest may appear, and the Owners of every Parcel of the Property.

These conditions, covenants, reservations, and restrictions may be enforced as provided hereinafter by the City or the Authority as its interest may appear acting for itself, acting for the Review Committee, or acting as trustee on behalf of all the Owners of Parcels. Each owner by acquiring an interest in the Property shall appoint irrevocably the City as his attorney-in-fact for such purposes; provided, however, if a Parcel Owner notifies the Review Committee of a claimed violation of these conditions, covenants, restrictions or reservations and the City or the Authority as its interest may appear fails to act within 30 days after receipt of such notification, then, and in that event only, an Owner may separately, at his own cost and expense, enforce the conditions, covenants, restrictions, and reservations herein contained. Violation of any condition, covenant, restriction, or reservation herein contained shall give to the City the right to enter upon the portion of the Property wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing, or condition that may be or exists thereon contrary to the intent and meaning of the Provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants,

restrictions and reservations, to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

8.2 VIOLATIONS CONSTITUTE A NUISANCE

Every violation of these Covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an Owner, tenant or occupant shall be applicable against every such violation and may be exercised by the City or the Authority as its interest may appear.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

The failure of the City or the Authority as its interest may appear to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions, or reservations, and the City shall not be liable therefor.

ARTICLE 9: TERM, MODIFICATION AND ASSIGNMENTS**9.1 TERM**

This Declaration, every provision hereof and every covenant, condition, restriction, and reservation contained herein shall continue in full force and effect for a period of twenty-five (25) years from the date hereof, and shall thereafter be renewed automatically from year to year unless and until terminated as provided in Article 9, Paragraph 9.2 below.

9.2 TERMINATION AND MODIFICATION

This Declaration or any provision hereof, or any covenant, condition, restriction, or reservation contained herein, may be terminated, extended, modified, or amended, as to the whole of said Property or any portion thereof, with the written consent of the record title holders (excluding the City of Danville, Virginia and trustees under deeds of trust) of sixty-five (65) percent of the land area of Property subject to these restrictions plus fifty-one (51) percent of the Owners of Parcels (excluding trustees under deeds of trust); provided, however, that during the initial twenty-five (25) year term of these Covenants, no such termination, extension, modification, or amendment shall be effective without the written approval of the City. Such termination, extension, modification, or amendment shall be immediately effective upon recording a proper instrument in writing, executed, and acknowledged by such record title holders and Owners and by the City as required herein.

9.3 ASSIGNMENT OF THE CITY'S RIGHTS AND DUTIES

After a period of twenty-five (25) years from the date hereof, any and all of the rights, powers, and reservations of

the City herein contained may be assigned by the City to any person, corporation, or association which will assume any or all of the duties of the City hereunder. Upon any such person, corporation, or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume the City's duties hereunder, and shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the City herein. Upon such assignment, and to the extent thereof, the City shall be relieved from all liabilities, obligations and duties hereunder. The term "City" as used herein includes all such assignees and their heirs, successors, and assigns.

9.4 EXTENSION TO INCLUDE ADDITIONAL PROPERTY

The City may at any time make subject to these Protective Covenants other properties now or hereafter owned by the City by executing an instrument in writing applying these Covenants to such other properties any by properly recording the same. Upon such recordation (1) these Covenants shall run with the Property already subject thereto and with such additional property as if such Covenants had always applied to all of said land from date of inception of these Covenants; and (2) whenever thereafter in construing this Declaration reference is made to "the Property" said term shall mean and include not only the Property described in Exhibit "A" hereto, but also such additional properties as may be but need not be contiguous to other properties owned by the City and made subject to these Covenants.

9.5 RIGHT TO RESUBDIVIDE

After a Parcel has been purchased from the City or the Authority by a subsequent Owner, such Parcel shall be considered

as a single unit and further subdivision of the Parcel is prohibited without express prior written approval of the City. For purposes of these Covenants, the term "subdivision" shall include a sale, conveyance, lease, or use of less than the entire Parcel. The provisions of this Paragraph shall not apply to the Authority should it purchase or otherwise acquire one or more such Parcels from the City.

ARTICLE 10: MISCELLANEOUS

10.1 NO WAIVER

All of the conditions, covenants, restrictions, and reservations contained in this Declaration of Protective Covenants shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions, and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions, and reservations or any part thereof shall be thereby affected or impaired.

10.2 OWNER'S LIABILITY SUBSEQUENT TO SALE

Upon sale of a Parcel, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Parcel sold after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Parcel from any liabilities or obligations incurred prior to such a sale pursuant to this Declaration of Protective Covenants.

EXECUTION

IN WITNESS WHEREOF, the assigned, with due authority, have executed this Declaration as of the date first herein above written.

(SEAL)

Industrial Development Authority of Danville, Virginia

Attest: Kimberly Moore Ford
IDA Secretary

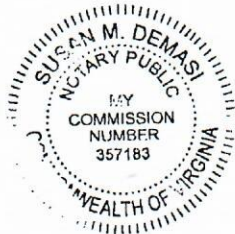
By: Richard L. Turner
Chairman

COMMONWEALTH OF VIRGINIA
CITY OF DANVILLE TO WIT:

I, the undersigned Notary Public in and for the Commonwealth aforesaid, do certify that Richard L. Turner, acting in capacity of Chairman of the IDA, on behalf of the City of Danville, Virginia, whose name is signed above, bearing the date of the February 29th ^{seen} day of February, 2012, has acknowledged the same before me in the City and Commonwealth aforesaid.

Given under my hand and seal this 29th day of February, 2012.

My commission expires on the 31st day of December, 2014.



Susan M. Demasi

NOTARY PUBLIC

EXHIBIT A
6/86

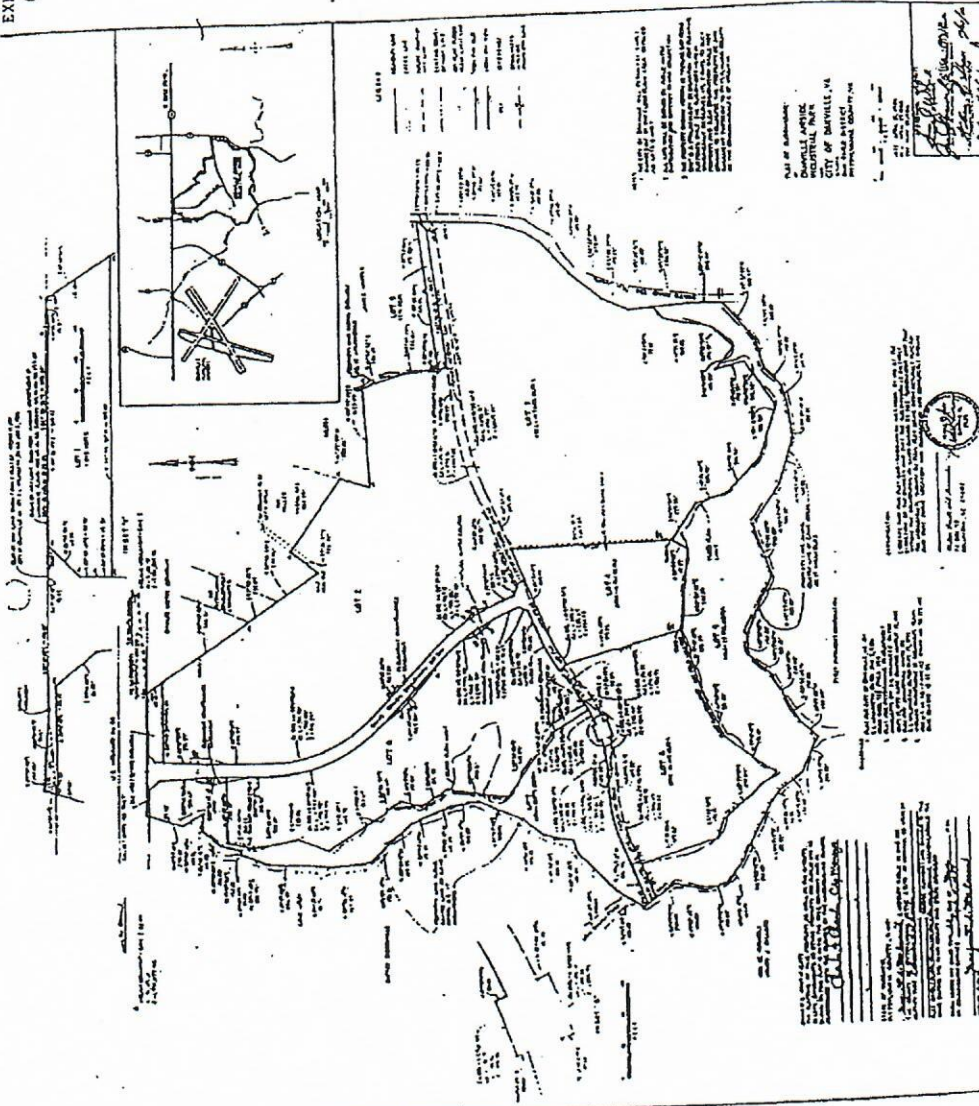
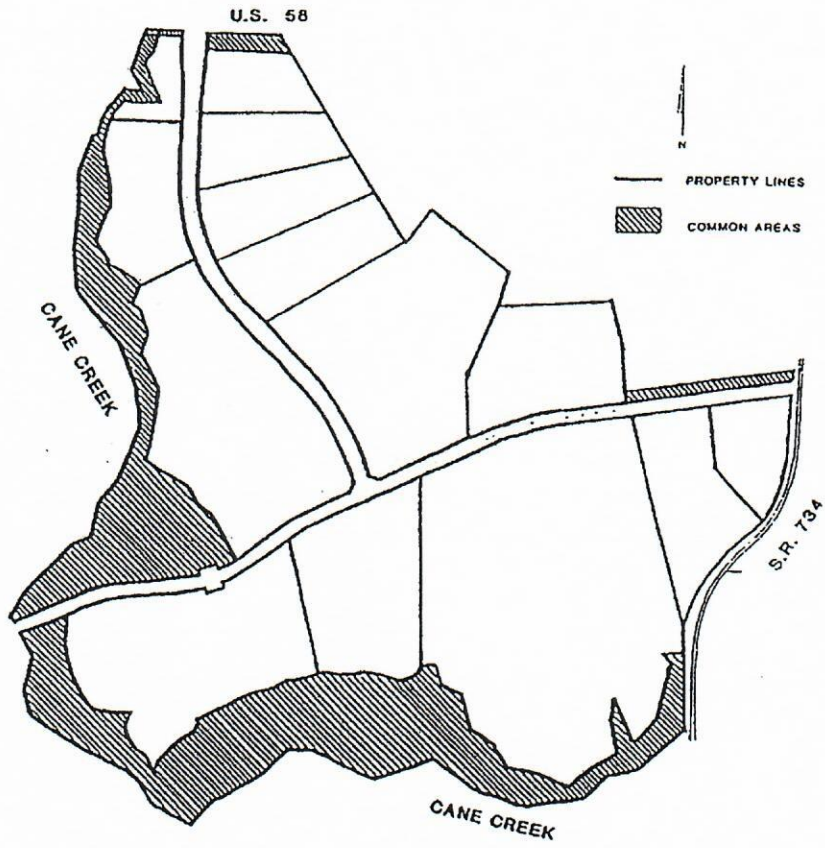


EXHIBIT B
6/86



Architectural and Design Standards

for the

DANVILLE AIRSIDE
INDUSTRIAL PARK

City of Danville, Va.

April, 1986

ARCHITECTURAL AND DESIGN STANDARDS1.0 GENERAL

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 buildings and developments so that no building shall detract from the attractiveness of the overall development.

2.0 MATERIALS

The exterior construction of buildings shall be of stone, brick, concrete (reinforced, precast, poured in place or tilt up), equivalent masonry construction, glass, or a combination of these materials; however, metal, concrete block, or cinder block buildings may be constructed if the front is faced with any of the materials listed above. Any building side that fronts on a roadway must be constructed of the same materials listed above for building fronts.

3.0 ALL ELEVATIONS TO BE CONSISTENT

Colors, materials, finishes and building forms shall be coordinated in a consistent manner on all elevations.

4.0 EQUIPMENT

All mechanical equipment, roof structures, and appurtenances shall be shielded or screened from view. Materials used for shielding or screening shall be harmonious with materials used in roof or side walls.

5.0 ROOFS

Sloped or gabled type roofs shall be screened with a parapet on all sides.

6.0 ACCESSORY STRUCTURES

Accessory buildings and enclosures shall be of similar design and materials as the principal buildings.

7.0 FENCING

Fencing for security reasons will be permitted and shall be of design and material consistent with the high quality of the Park. No fencing will be permitted that obstructs the view of the property.

PARKING STANDARDS

1.0 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 and visitors.

2.0 DETERMINATION OF REQUIRED PARKING

2.1 In General

In determining the number of spaces for each parcel, the nature of the use, characteristics of operation, number of employees, anticipated number of visitors, distribution of employment and visitors over various shifts and times, the nature and location of buildings on the site, and other relevant characteristics shall be considered.

2.2 Guidelines

Required parking may be determined to be more or less than the guidelines set forth below. However, by way of general standards, the following shall be observed, and exceptions shall be based only upon specific justifications. Standards are as follows:

- (1) One space for each 250 square feet of gross floor area used for office or retail uses.
- (2) One space for each 1,000 square feet of gross floor area used for warehouse uses.

- (3) One space for each 500 square feet of gross floor area for all other uses.
- (4) Minimum number of parking spaces shall not be less than 110% of the number of employees anticipated on work on the shift of highest employment under conditions of full operation.

2.3 Changes in Requirements

If the occupancy or characteristics of use of a parcel change, minimum parking requirements shall be met by each successive tenant or for each successive change in characteristics of use.

3.0 DESIGN STANDARDS

3.1 Location

Parking areas may be constructed on any part of a parcel except the required landscape buffer areas.

3.2 Paving

All parking areas and access drives shall be paved with bituminous surfacing, asphaltic concrete, reinforced concrete, or equivalent materials to provide a dust free and impervious surface.

3.3 Curb and Gutter

All parking areas and access drives between the front property line and the front of the building shall be provided with curb and gutter.

3.4 Grades

All parking areas shall be graded to provide proper drainage, with a minimum slope of 1% and a maximum slope of 8%.

SIGN STANDARDS

1.0 GENERAL

- 1.1 Signs shall relate only to organizations, goods, services or activities on the parcel upon which the sign is located. No billboards or outdoor advertising relating to off-site goods, services, activities or establishments shall be permitted.
- 1.2 No moving signs or flashing lights on signs shall be permitted.
- 1.3 All signage for a given building or project shall be uniform in appearance and design. Signage should be uniform in materials, color scheme, lettering style, proportions, lighting and other characteristics.

2.0 PERMANENT SIGNS

2.1 Identification Signs

Identification signs may contain only the name, business product or service of the occupant, and may include the occupant's logo.

2.1.1 Wall Mounted

- (1) A single sign is permitted on the front of the principal building or on a side wall if clearly visible from the street.

- (2) A wall mounted identification sign shall cover no more than 10% of the area of the building elevation, building side, or architectural element on which it is placed.
- (3) Wall mounted signs shall not project more than 18 inches from the wall surface and shall not project above the eave line.

2.1.2

Free Standing

- (1) One free standing identification sign per parcel shall be permitted.
- (2) Freestanding signs shall not be less than 20 feet from any property line. (This means that signs are permitted within the building setback lines established in the protective covenants and within the rear 10 feet of the front landscape buffer.)
- (3) Freestanding signs may be single sided or double sided, but no sign face may exceed 100 square feet in surface area.

2.2 Information Signs

- 2.2.1 Information signs may be erected to direct traffic or pedestrian movements or to give warnings of restricted areas or hazards and the like.
- 2.2.2 The number of informational signs should be limited to the smallest number possible to convey the intended information.
- 2.2.3 Informational signs should conform to Section 1.3 above concerning uniformity of design within a given project or parcel.

3.0 TEMPORARY SIGNS

3.1 Sale or Lease Signs

- (1) Signs advertising a parcel or building for sale or for lease are allowed.
- (2) Sale or lease signs shall be limited to one sign per parcel or building, but such signs may be single or double faced.
- (3) Sale or lease signs may not exceed 100 square feet per sign face.

3.2 Future Facility Signs

- (1) One sign shall be permitted per parcel stating information concerning planned construction of a future facility but may not be erected more than four months in advance of planned construction.

- (2) Future facility signs may be single or double faced, but may not exceed 100 square feet per face.

3.3 Construction Signs

- (1) Upon commencement of construction, one sign may be erected in addition to the Future Facility sign which may identify architects, engineers, contractors, financing sources and other establishments providing services for development or construction.
- (2) Construction signs may contain several structural elements identifying various establishments providing services, or may be composed of a single element. In either case, construction signs must present a neat and unified appearance.
- (3) Construction signs may be single faced or double faced, but shall be limited to 100 square feet per face. If several elements are mounted together to compose a construction sign, the measurement of area shall be made by measuring the outer perimeter of the combined elements.

LANDSCAPING STANDARDS

1.0 GENERAL

All open areas on each parcel not occupied by buildings, structures, outdoor storage areas, paved areas, parking areas, loading areas, driveways or walkways shall be suitably graded and drained and shall be landscaped with lawns, trees, shrubs, or suitable ground cover.

2.0 LANDSCAPE BUFFER AREAS

Upon each parcel, there shall be provided a landscape buffer area not less than 30 feet wide along all parcel boundaries. In addition, it shall be the parcel owner's or tenant's responsibility to landscape and maintain the area between the property boundary and the curb or paved area of streets adjacent to parcels.

The landscape buffer areas shall be reserved for the planting of lawns, trees, shrubs or ground cover and no structures or equipment of any nature except underground utility equipment and signs shall be located within the landscape buffer areas except fencing, lighting, underground utility equipment and signs.

3.0 MINIMUM TREE PLANTING

On each parcel, a minimum of one, two and one-half inch caliper hardwood or evergreen tree shall be planted for each 3,000 square feet of paved area. Required trees shall be planted

in islands or planting strips within paved areas. A minimum of 10 one and one-half inch caliper hardwood or evergreen trees shall be planted per acre of land within each parcel.

4.0 MAINTENANCE

All landscaping on each parcel and on the landscaped portion of any abutting street shall be properly maintained by the owner or tenant of the parcel. Maintenance shall include all necessary planting, cutting, watering, fertilizing, aerating, seeding, spraying, pruning, weeding and required replacements.

EXTERIOR LIGHTING

1.0 GENERAL

All exterior lighting systems shall use either high pressure sodium or metal-halide lamps. The maximum average illumination shall be 5 foot candles. All lighting systems shall be designed to not provide significant illumination beyond the parcel on which it is placed. All electric circuitry shall be installed underground.

2.0 MOUNTING HEIGHT

The maximum permitted mounting height for any lighting fixture shall be 40 feet. Fixtures designed to illuminate pedestrian walkways shall have a maximum mounting height of 20 feet.

3.0 BUILDING AND SIGN FLOODLIGHTING

Building and sign floodlighting shall be permitted utilizing wall mounted or set-back methods provided fixtures incorporate either high pressure sodium or metal-halide lamps for illumination.

Building and sign floodlighting shall be so installed and aimed so that glare will not be present which may hinder vehicular or pedestrian traffic, nor may glare be permitted which shall present a hindrance to operations at the particular industry site itself and/or any adjacent sites.

**CONSENT TO MODIFY
PROTECTIVE COVENANTS FOR
DANVILLE AIRSDIE INDUSTRIAL DEVELOPMENT PARK**

I Joseph C. King, in my capacity as City Manager for the **CITY OF DANVILLE, VIRGINIA**, an owner of real property in Airside Industrial Park do hereby consent to modify the Protective Covenants for the Danville Airside Industrial Development Park by deleting Section 5.4, entitled "Minimum Building Size".

[Signature] (SEAL)
By: Joseph C. King (Print)

Title: City Manager

COMMONWEALTH OF VIRGINIA
CITY OF DANVILLE

The foregoing instrument was acknowledged before me this 10th day of January, 2012.

[Signature]
Notary Public

My commission expires: 2-28-15

VICKY L. FARMER
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #199206
My Commission Expires 2-28-15

**CONSENT TO MODIFY
PROTECTIVE COVENANTS FOR
DANVILLE AIRSDIE INDUSTRIAL DEVELOPMENT PARK**

I Richard L. Turner, in my capacity as Chairman for
the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, an owner
of real property in Airside Industrial Park do hereby consent to modify the Protective Covenants
for the Danville Airside Industrial Development Park by deleting Section 5.4, entitled "Minimum
Building Size".

Richard L. Turner (SEAL)
By: Richard L. Turner (Print)

Title: Chairman

COMMONWEALTH OF VIRGINIA
CITY OF DANVILLE

The foregoing instrument was acknowledged before me this 11TH day of
January, 2012.

Kimberly Gibson Ford
Notary Public

My commission expires: 10-31-2015



**CONSENT TO MODIFY
PROTECTIVE COVENANTS FOR
DANVILLE AIRSDIE INDUSTRIAL DEVELOPMENT PARK**

I Keith E. Scraggs, in my capacity
as Safety and Environmental Mgr for NESTLÉ USA, Inc., an owner of real property
in Airside Industrial Park do hereby consent to modify the Protective Covenants for the Danville
Airside Industrial Development Park by deleting Section 5.4, entitled "Minimum Building Size".

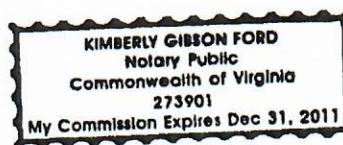
Keith E. Scraggs (SEAL)
By: Keith E. Scraggs (Print)
Safety and Environmental Manager
Title:

COMMONWEALTH OF VIRGINIA
CITY OF DANVILLE

The foregoing instrument was acknowledged before me this 6th day of
September, 2011.

Kimberly Gibson Ford
Notary Public

My commission expires: 10-31-2011



CONSENT TO MODIFY PROTECTIVE COVENANTS FOR DANVILLE AIRSDIE INDUSTRIAL DEVELOPMENT PARK

I Michael R. Fenton, in my capacity as General Manager for Shorewood Packaging, a Business of International Paper an owner of real property in Airside Industrial Park do hereby consent to modify the Protective Covenants for the Danville Airside Industrial Development Park by deleting Section 5.4, entitled "Minimum Building Size".

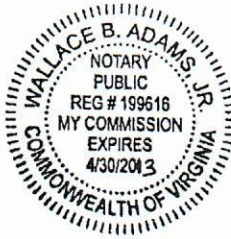
[Signature] (SEAL)
By: Michael R. Fenton (Print)
General Manager SWID
Title:



County/City of PITTSYLVANIA/DANVILLE
Commonwealth/State of VIRGINIA
The foregoing instrument was acknowledged before me this 2nd day of SEPT. 2011, by MICHAEL R. FENTON
Patricia Gavitt
Notary Public
My commission expires: 6/30/13

**CONSENT TO MODIFY PROTECTIVE COVENANTS FOR
DANVILLE AIRSDIE INDUSTRIAL DEVELOPMENT PARK**

I Phillip Wright, in my capacity
as General Manager for ECOMNETS, INC., an owner of real property
in Airside Industrial Park do hereby consent to modify the Protective Covenants for the Danville
Airside Industrial Development Park by deleting Section 5.4, entitled "Minimum Building Size".



Phillip Wright (SEAL)
By: Phillip Wright (Print)
General Manager
Title:

Wallace B Adams, Jr.

CONSENT TO MODIFY PROTECTIVE COVENANTS FOR DANVILLE AIRSDIE INDUSTRIAL DEVELOPMENT PARK

I Darlene W. Gibson, in my capacity as Secretary/Treasurer for Piedmont Precision Machine CO INC an owner of real property in Airside Industrial Park do hereby consent to modify the Protective Covenants for the Danville Airside Industrial Development Park by deleting Section 5.4, entitled "Minimum Building Size".

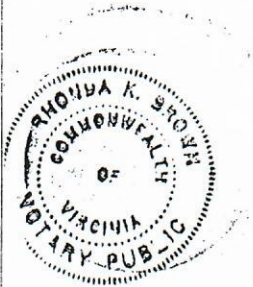
Darlene W. Gibson (SEAL)
By: Darlene W. Gibson (Print)
Secretary / Treasurer
Title:

City/County of Danville
Commonwealth of Virginia

The foregoing instrument was acknowledged before me this 6th day of Sept., 2011. By: Darlene W. Gibson

[Signature]
Notary Public

My Commission expires: December 31, 2013
ID# 276474



State Tax	039	_____
City Tax	214	_____
Transfer	212	_____
Grantor Tax	038/220	_____
DPF	036	_____
OPF	035	_____
Clerk	301	<u>48.50</u>
VSLF	145	<u>1.50</u>
TFF	106	<u>Exempt 6.00</u>
Total	\$	<u>50</u>

VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF CITY OF DANVILLE

The foregoing instrument with acknowledgement was admitted to record on March 5, 2012 at 1:05 P.M.

TESTE: GERALD A. GIBSON, CLERK

[Signature]
Given/Mailed to: City of Danville