

DEED OF RESTRICTION
 ROANOKE CENTRE FOR INDUSTRY AND TECHNOLOGY
 9035

RECEIVED
 CITY CLERK'S OFFICE

The City of Roanoke, Virginia (hereinafter the City), a municipal corporation organized and existing under the laws of the Commonwealth of Virginia, as attested by the undersigned signature of its Mayor, does of its own free will impose the following restrictive covenants upon any and all sites and lots located within the Roanoke Centre For Industry and Technology (hereinafter the Centre), such sites and lots now owned by the City, and being more particularly described and shown on the Subdivision of the Roanoke Centre for Industry and Technology, prepared by Guffey, Hubbel, McGhee, P.C., such plat having been recorded on December 6, 1983, in Plat Book 1, Pages 338, 339, 340 and 341, in the Clerk's Office of the Circuit Court for the City of Roanoke, Virginia, and as shown on the plat of survey showing a 145.755 acre tract conveyed to the City by deed recorded September 30, 1983, which plat is recorded in Deed Book 1493, Page 833, in the Clerk's Office of the Circuit Court for the City of Roanoke, Virginia. The following restrictive covenants are hereby created, declared and established, and made for and in consideration of the mutual covenants existing or hereinafter to exist by and between the City and the grantee or grantees of any site or lot lying within the boundaries of the Centre, and are made with the express intent of ensuring the orderly development of the Centre and ensuring that new site development is harmonious with existing development, the environment, and the Master Plan for the Centre.

1. Permitted principal uses and structures. Those principal uses and structures permitted by the zoning district regulations applicable to the Centre property will be permitted. The City, however, expressly reserves the right to limit or restrict the use of a particular site or lot or particular sites or lots. The

City also expressly reserves the right to request the recommendation of the City of Roanoke Economic Development Commission as to the appropriateness of a proposed principal use or structure.

2. Prohibited uses. No use of any site, lot or building shall be made which, in the opinion of the City, causes or creates, or is likely to cause or create, a hazard or nuisance to adjacent properties, or which would violate the zoning performance standards of the City.

3. Approval of site development plans. Before commencing development involving a new structure, building or use, or involving an addition, alteration or change to an existing structure, building or use on or to any site or lot in the Centre, the property owner shall first submit site development plans to the City for review in accordance with the City's site plan review zoning regulations, and any additional provisions set out herein if such additional provisions are in addition to or more stringent than those in the zoning site plan review regulations in effect at the time of the proposed development.

4. Procedure for site development plan review. (a) Three (3) copies of all required site development plans shall be submitted to the City, which shall have up to fourteen (14) days to review the plans and to notify the applicant of the action taken with respect to the plan, which may include approval, approval subject to conditions, or disapproval. In case of conditional approval, the applicant shall make the necessary changes and submit three (3) copies of the revised site plan for approval.

(b) 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 year after approval.

(c) If it becomes necessary for an approved site development plan to be changed, such change may be made with the approval of the City.

5. Required site plan development plan content. Site development plans shall include the following; all drawings shall be drawn to a scale of not less than one inch equalling one hundred (100) feet:

(a) A plat of the property to be developed, showing the dimensions and shape of the property, required setback lines, the exact sizes, location and height of all existing structures (including signs, fences and walls) and buildings, and of all proposed structures (including signs, fences and walls) and buildings, or additions or alterations to existing structures (including signs, fences and walls) and buildings, including any additions, alterations, or expansions for which plans have been made, but are not expected to be implemented immediately.

(b) The topography of the area to be developed, with contour intervals of five (5) feet or less, showing existing physical features, including all existing trees of six (6) inches or greater in caliper, and all water-courses.

(c) An architectural plan, indicating proposed elevations, building materials, building covers and signage.

(d) The location and size of all existing and proposed streets, alleys, sidewalks, pedestrian ways, curbs and curb cuts, gutters, parking and loading areas (indicating the number of parking spaces), open space, and outdoor storage areas that are within the site to be developed.

(e) The location and size of all existing and proposed sanitary and storm sewers and culverts, and water, gas, telephone, electric and other utility lines that are within or which serve the site to be developed. Easements existing or proposed for such installations shall be shown.

(f) The location, height, type and material of all plantings, landscaping, screening, walls, fences, signs, outdoor lighting systems, required or otherwise.

(g) The nature and manner of any and all excavations and grading proposed for the site, including fill, compaction, and slope planting and treatment.

(h) The location of all dumpsters or other outdoor trash receptacles.

(i) A tabulation of the total square footage of the property to be developed, showing what percentage and number of square feet is proposed to be devoted to uses, including off street parking or loading areas, open or landscaped areas and other major uses.

(j) For all developments:

(1) The specific use to which each building or structure will be put, the square footage of floor area to be put to each such use, and the estimated number of employees who will work therein, and the shifts they will work.

(2) The type of wastes or by-products, if any, to be generated and the proposed method of disposal of such.

(3) Any other information required by the City in order to determine the impact of a particular use and its conformity with the City's zoning performance standards.

(k) Where erosion and sediment controls for the development are required by the provisions of the Code of the City of Roanoke (1979), as amended, an erosion and sediment control plan as required by the Code shall be filed concurrently with the site plan and the other requirements of the Code shall be complied with.

6. Development standards. All structures, buildings and improvements within the Centre shall be constructed and maintained in conformance with the following standards, unless the City approves a specific exception, in writing.

(a) General standards. All development shall be in conformance with the building, zoning, subdivision, property maintenance and other ordinances and regu-

lations of the City, unless appropriate variances have been granted.

(b) Building groups. Multiple structures, including accessory building, planned for one lot or site shall be designed in a unified architectural style and be unified spatially.

(c) Setbacks. No building or structure shall be erected nearer than seventy-five (75) feet from the right-of-way of a primary road in the Centre (a primary road being a public right-of-way sixty (60) feet or more in width), or nearer than fifty (50) feet from a secondary road or street, or nearer than thirty (30) feet from any side or rear boundary line of the lot or site. The areas between the property and building lines are to be used only for landscaping, lawns, walks, driveways and approved identification signs. No off-street parking shall be permitted within these areas, except with the written permission of the City.

(d) Landscaping. All sites and lots shall be landscaped between all property and building lines within ninety (90) days of completion of construction or as weather permits. Landscaping may include lawns, trees and shrubs. All landscaping must be approved by the City as being in conformance with the Master Plan for the Centre. If landscaping materials are destroyed or die, they shall be replaced as soon as practicable during the next suitable planting season.

(e) Site coverage ratio. To insure the attractiveness of the Centre and to provide for adequate space for off-street parking, buildings, structures and parking areas shall not cover more than sixty percent (60%) of the site or lot.

(f) Construction standards. All buildings, structures and improvements shall be constructed and maintained in accordance with the following standards, unless an exception is approved in writing by the City:

(1) No wood frame structures will be permitted.

(2) Exterior walls of all structures and buildings shall be finished with brick, tilt-up concrete, concrete panels, or their equivalent.

Exterior metal walls are permitted, subject to approval of the City, but such metal walls shall not be installed on sides of structures or buildings facing primary or secondary roads within the Centre except when used in an architecturally suitable manner in conjunction with other approved materials.

(3) The color of all exterior walls, including those that are resurfaced or repainted, must be approved by the City.

(g) Parking and storage of motor vehicles and equipment.

Owners of property within the Centre shall not permit their employees or tenants to park on public streets

within the Centre except within spaces duly designated by the City for parking. Property owners must provide suitable concrete, asphalt, bituminous or similarly surfaced off-street parking spaces and driveways in conformance with the zoning regulations of the City. To enhance the appearance of the Centre, whenever possible parking and service areas shall be located on those sides of each building which do not front on a street.

(h) Loading areas. No loading docks or areas shall be constructed or located fronting on any street or proposed street, or within any required setback areas.

(i) Outside storage. No new materials, supplies, waste or rubbish shall be stored in any area except inside an enclosed building, unless screened by a wall, or other appropriate screen six (6) feet in height or rising two (2) feet above the stored material, whichever is higher. Storage of products produced on the site shall conform to the City's zoning regulations.

(j) Erosion control, sediment control and storm drain facilities. Erosion and sediment controls shall be installed as required by the Code of the City of Roanoke (1979), as amended. Each owner shall be required to provide adequate drainage facilities, including on-site ponds and/or controls of stormwater runoff resulting from precipitation. The amount of ponding and/or con-

trols shall be at least sufficient to accommodate the estimated change in rate of stormwater runoff for the ten (10) year storm resulting from the placement of buildings and parking areas, and shall be discharged in a manner consistent with commonly accepted engineering practices.

(k) Signs. Plans and specifications for the construction, installation, alteration, and illumination of all outdoor signs must be approved in writing by the City. The City reserves the right to limit the number and size of signs within the Centre. Signs shall identify only the corporate name, trademark and/or trade name of the owner, and shall not otherwise be used for advertising purposes.

(l) Drains and Sewers. All connections of drains and sewers with the public sewers of the City shall be made in accordance with the provisions of Chapter 26, Sewers and Sewerage Disposal, of the Code of the City of Roanoke (1979), as amended.

(m) Telephone and electrical service. All secondary telephone and electrical service lines shall be underground between the primary lines and the structures or buildings erected on any site developed within the Centre.

7. Maintenance. The owner, lessee or occupant of any lot or site will be responsible for the maintenance and clean and safe condition of the land, buildings, landscaping, exterior lighting,

parking areas and all other improvements, including prompt removal of all trash, lawnmowing, tree and plant trimmings.

During construction it shall be the responsibility of each land owner to ensure that public streets and construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, and the like are kept in a neat and orderly manner.

In the event any owner, lessee, or occupant fails to comply with any of its responsibilities for property maintenance, then the City shall have the right, privilege and license to enter upon the premises and take any and all measures necessary to maintain the property to meet the standards set out herein, and to charge the owner of the property for the expenses incurred in so doing.

8. Option to repurchase in event of no construction. If, after the expiration of three (3) years from the date of purchase of the property in the Centre from the City, the then record property owner shall not have begun in good faith the actual construction of a building acceptable to the City upon the property, then, in that event, the City shall have the right and option to refund to said record property owner the amount of the original purchase price paid to the City for the property; whereupon, the said record property owner shall forthwith convey the property back to the City. In the event that the record property owner for any reason fails or refuses to convey title back to the City as required herein, then, in that event, the City shall have the right to enter into and take

possession of said property, along with all rights and causes of action necessary to have title to the property conveyed back to the City.

9. Option to purchase. In the event that any owner of unimproved property in the Centre or any portion thereof shall desire to sell all or a portion thereof in accordance with the terms of these Restrictive Covenants, the City shall have the first right and option to purchase said property at the same purchase price paid to the City by the original purchaser. Prior to such sale, the property owner shall notify the City by registered or certified mail of its intentions to sell the property or any portion thereof. Said notice shall describe the exact parcel intended to be sold. The City shall have sixty (60) days from receipt of said notice in which to exercise the option. Settlement shall take place within sixty (60) days after such exercise.

10. Warranties. In the event that the City exercises any of its rights specified in paragraphs 8 and 9 hereof to reacquire the property, the then record property owner shall convey the property to the City by General Warranty deed with English Covenants of Title, free and clear of liens and encumbrances.

11. Enforcement. Each of the foregoing Restrictive Covenants shall run with the land and a breach of any one of them may be enjoined, abated or remedied by the City or the grantee or grantees of any site or lot lying within the Centre,

their successors or assigns, by such remedies as are provided for in law or in equity. It is understood, however, that the breach of any of the foregoing Restrictive Covenants shall not defeat or render invalid the lien of any mortgage on the property made in good faith and for value and shall not prevent the foreclosure sale of the property or any part thereof, provided, however, that each and all of the foregoing Restrictive Covenants shall at all times remain in full force and effect against the property, or any part thereof, title to which is obtained by foreclosure or any mortgage or other lien.

12. Subdivisions and leases. No owner of property in the Centre shall subdivide such property except in accordance with the subdivision regulations of the City, and with the written consent of the City. No purchaser from the City of property in the Centre shall lease such property without the prior written consent of the City, which shall not be unreasonably withheld.

13. Amendments. Except as herein provided, each of the foregoing Restrictive Covenants may as to all persons and property be waived, released, rescinded, modified, altered or amended by the City at the request of and with the consent of the owners or lessees from the City of property for terms of five (5) years or more of more than fifty percent (50%), in area, of the lots or sites within the Centre which have been sold by the City for development.

14. Invalidity of provisions. Should any proceedings at law or in equity decree that any one or part of any one of the foregoing Restrictive Covenants be declared invalid, the same will not invalidate all or any part of the remaining covenants.

15. Duration. These Restrictive Covenants are made covenants running with the land and shall be binding on all lot owners, their heirs, devisees or assigns for a period of ten (10) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by the then owners of two-thirds of the area of the lots or sites within the Center, exclusive of public rights-of-way, has been recorded agreeing to change said covenants in whole or in part.

EXECUTED at Roanoke, Virginia, this 6th day of December, 1983. as authorized by Ordinance No. 26794, adopted by the Council of the City of Roanoke on December 5, 1983.

ATTEST

CITY OF ROANOKE,

Mary F. Parker
Mary F. Parker, City Clerk

BY Noel C. Taylor
Noel C. Taylor, Mayor

STATE OF VIRGINIA

CITY OF ROANOKE

The foregoing instrument was acknowledged before me this 6th day of December, 1983, by Noel C. Taylor, Mayor and Mary F. Parker, City Clerk, City of Roanoke.

Dorothy J. Cox
Notary Public

My Commission expires:

Sept. 12, 1987.