

RESTRICTIVE COVENANTS
FOR
RADFORD INDUSTRIAL CENTER

The City of Radford, Virginia, owner of certain real estate in the West Ward of the City of Radford, Virginia, acquired from Alan D. Gillis, Substitute Trustee, by deed dated August 2, 1984, of record in the Clerk's Office of the Circuit Court of the City of Radford, Virginia, in Deed Book 113 at page 396, files this Certificate setting aside a portion thereof for the "Radford Industrial Center", dividing the same into lots or parcels of land, and showing streets or other public ways, and utility and other easements, as shown on a plat or map thereof to be recorded contemporaneously herewith, entitled "Radford Industrial Center - West Ward - City of Radford", dated March 4, 1987, made by Anderson and Associates, Inc., Engineers-Surveyors-Planners, and certifies that said division is with the free consent of the owner, and all lots or parcels of land within the Radford Industrial Center shown on the foregoing plat shall be subject to the following conditions and restrictions, which are hereby declared to be covenants running with any and all parcels of land in said Radford Industrial Center and said real estate shall be held, transferred, sold, and conveyed subject to said conditions, restrictions, covenants, reservations and easements.

A. It is contemplated that the real estate and each parcel thereof shall be used for commercial, manufacturing and/or industrial enterprises as those terms are used and defined in Section 15.1-1374 of the Code of Virginia, 1950, as amended, and in such manner as to develop trade and increase commerce in the City of Radford and in the Commonwealth of Virginia, and any transfer of title, lease or right of use thereof is upon the express condition that any user, owner or transferee of such property shall utilize said real estate for the purpose of erecting and/or providing a commercial, industrial or manufacturing facility or facilities, with any related office, storage and other facilities, which said use must commence, or the construction and other meaningful steps required for such use must be substantially undertaken within twelve (12) months from the date of any conveyance or transfer thereof. Should the same not be so utilized within the period specified above, the City of Radford, at its option, may require reconveyance of the real estate conveyed hereby to the City of Radford, Virginia, or its designee, upon refund of the purchase price, without interest or penalty; provided, however, that the time limit so imposed may be waived by City Council of the City of Radford, Virginia, for reasonable cause, and Council shall be the sole judge of what may constitute reasonable cause.

B. Consistent with the foregoing numbered Paragraph A, any grantee of any such parcel or parcels will devote the site to a commercial, manufacturing or industrial enterprise which will meet the criteria for development under Virginia's Industrial Development and Revenue Bond Act (Chapter 33 of Title 15.1 of the Code of Virginia, 1950, as amended).

Any conveyance of any parcel of land shall be made, and any transferee shall accept title thereto, on and subject to the following further covenants, conditions and restrictions, which covenants, conditions and restrictions shall apply to and run with the land conveyed hereby, to-wit:

1. The property hereby conveyed shall be used only for commercial, industrial, manufacturing and enterprises defined in Sec. 15.1-1375, Va. Code.
2. No structure which is designed and intended as a principal structure for the use of the property for permitted uses shall contain less than 5,000 square feet of useable interior area. Accessory buildings or buildings secondary to principal structures shall contain no more than 3,000 square feet of total area.
3. No resubdivision of any lot or parcel of less than two acres is permitted. Should there be any permissible division of any parcel, any portion

so divided shall thereupon become a separate lot as to which each of the restrictions and covenants herein contained, and all requirements of the Zoning and other Ordinances of the City of Radford, Virginia, shall apply as a separate lot or tract of land. Any proposed resubdivision shall require the prior submission to and the approval of the City of Radford Planning Department and Zoning Administrator for compliance with these restrictions.

4. Any storage lots or storage areas located on any parcel shall be appropriately screened from public view as required by the approved Site Plan and Ordinances and Regulations of the City of Radford.
5. No structure shall be erected or any improvements made to or on any lot or parcel, nor shall any be commenced, until the plans, specifications and site plans therefor have been submitted to the Planning Department and the Zoning Administrator of the City of Radford, Virginia, for prior approval. The documents submitted for review shall indicate building materials, exterior finish, architectural design, proposed colors,

fencing, screening, landscaping plans, proposed signs and erosion and sediment control plans (if relevant), in addition to any other items or factors required under zoning, building, site plan, or other regulations or ordinances of the City. The review and approval will be based on the useable area of structures, the purposes for which the property is to be used, architectural suitability for the site, reasonable conformity and compatibility with the character of property within Radford's Industrial Center, conformity with these restrictions and covenants, and conformity with ordinances and regulations of the City of Radford, Virginia. If the plans, specifications, and proposed use of the property are neither approved nor disapproved by the Planning Department and Zoning Administrator within fifteen (15) days after submission, approval under this covenant shall not be required unless required by other valid ordinances, laws and regulations. If modifications or further information are or is required for any of these submissions, the period within which approval or disapproval is required

shall be extended, and the period within which the same shall be required shall be fifteen (15) days from the date of submission of the last required documents or information. In the event of disapproval, the grantee may appeal such disapproval to the City Manager, who may confirm, modify or reverse the same, and the City Manager's determination shall be final.

In the event construction of improvements has been completed and no lis pendens has been filed or legal action commenced within thirty (30) days thereafter based upon failure to comply with this provision, then it shall be conclusively presumed that there has been full compliance with this covenant.

6. Upon completion of construction of permanent improvements, the grounds surrounding the same shall be cleaned, construction materials and other trash and debris removed, and the property left in a neat and orderly condition. Landscaping and all requirements of the site plan shall be completed as required by the Planning Department of the City of Radford within a reasonable time established by the City

department responsible for final approval thereof. Thereafter the owner shall be responsible for maintenance of the grounds in a slightly condition, free of debris and ash, and for providing proper screening for receptacles in which are deposited ashes, trash, rubbish or garbage.

7. All structures shall be constructed of metal, masonry or other material deemed equivalent by the Zoning Administrator of the City of Radford. Facings of buildings shall be of brick or split block, or materials deemed equivalent by the Zoning Administrator of the City of Radford.
8. Principal structures on any parcel or lot shall be placed so the front of such structure shall face on a public street. Minimum building set back lines shall be as follows:
 - (a) Buildings or structures shall be located thirty (30) feet or more from any street right-of-way upon which the property abuts.
 - (b) Building or structure set back lines shall otherwise conform to the requirements of the Zoning Ordinance of the City of Radford for

the zoning district in which the property is now or hereafter located.

9. Required off street parking shall be provided for any use of the property hereby conveyed so as to comply with the requirements of the Zoning Ordinance of the City of Radford.
10. Curb and gutter shall be provided by the owner on and along the perimeter of all parking areas, and along all driveways, entrances and exits and shall accord with the requirements and approval of the City Engineer.
11. No neon signs, and no signs of a flashing or intermittently lighted type shall be permitted in the Industrial Center. Not more than two (2) signs shall be permitted on any lot or parcel, one of which may be attached to the principal structure and shall not exceed thirty-two (32) square feet in size, and the other of which may be placed elsewhere on the property and shall not be more than sixty (60) square feet in size nor more than ten (10) feet in height. Signs must be of sandblasted redwood materials, or such other material as may be approved by the City Planning Department.

12. No trailer, mobile home, basement, tent, shack, temporary garage, barn or other building not consistent with these covenants, the building regulations of the City and the nature of the permitted uses, shall be permitted to remain, placed upon or erected on any lot or parcel, nor used either temporarily or permanently, nor shall any structure of any temporary character be used by owner or occupant of any lot or parcel or any successor in title; provided, however, that this restriction shall not apply to temporary structures, trailers, storage sheds and similar outbuildings reasonably required for use during construction of improvements, or for storage and other incidental uses by contractors and workers during phases of property development.

13. No trade or activity shall be carried on or permitted in any structure or on any of the real estate in the Industrial Center which is noxious or offensive, or unduly detrimental to the use of land in the vicinity of the premises, construed in the light of uses permitted on said premises by this instrument and under the applicable Zoning Ordinances of the City of Radford as now

or hereafter enacted; nor shall any activity or trade which constitutes or tends to create a nuisance be conducted or permitted.

14. Whenever any provision or requirement of any zoning or other law or ordinance as applied to the premises hereby conveyed or to the use thereof is or are less restrictive than the conditions, covenants and restrictions herein contained, then those contained in this instrument shall prevail.
15. The covenants, conditions and restriction shall constitute covenants to run with the land, and shall be binding on any purchaser and all persons or entities claiming under such purchaser.
16. These covenants, conditions and restrictions are made for the benefit of the inhabitants of the City of Radford and the enforcement shall be by appropriate proceedings by the City of Radford acting through City Council, in equity or at law, against any person or persons violating, or threatening, or attempting to violate, any of the same, for injunction and specific execution thereof, and/or for damages for such violations.

17. The City of Radford reserves the right to modify, waive, and/or release all or any one or more of these covenants, conditions or restrictions by majority vote of the City Council, and no such modification, waiver or release shall be valid except upon approval by City Council by majority vote.
18. The sale and conveyance of any lot or parcel of land in the Radford Industrial Center subject to the covenants, conditions and restrictions herein contained shall not be construed to impose or imply any duty upon the City to extend the same to remaining properties owned by the City of Radford, whether or not in proximity to the land or parcels to which these covenants apply, either now or at any future date.
19. Invalidation of any one or more of these covenants by judgment or court order shall in nowise affect any of the other covenants or provisions herein contained, which shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Radford, Virginia has caused these presents to be executed on its behalf, by its Mayor, and its seal to be affixed, attested by its Clerk, this 24th day of OCTOBER, 1988.

CITY OF RADFORD, VIRGINIA

By Thomas L. Starnes

(SEAL)

Attest:

Ray J. Boyd
Clerk

STATE OF VIRGINIA,

CITY OF RADFORD, to-wit:

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1988, by Thomas L. Starnes, Mayor of the City of Radford, Virginia, on behalf of said City.

Judith J. Bruce
Notary Public

My commission expires: May 16, 1989