



PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAMPBELL COUNTY'S SENECA COMMERCE PARK

WHEREAS, the Campbell County Industrial Development Authority and Campbell County Board of Supervisors, hereinafter referred to as "IDA" and "BOS" are the majority owners of Campbell County's Seneca Commerce Park, hereinafter referred to as "Park" and

WHEREAS, IDA and BOS intend to sell and/or lease parcels of land in the Park for industrial use,

NOW, THEREFORE, IDA hereby declares and provides that each and every parcel of the Park shall be conveyed subject to the following conditions, covenants, restrictions which shall be binding upon the Grantee, his heirs, successors, or assigns, to insure proper use and appropriate development of each building site and the grounds thereof; to protect the environment and aesthetics in this Park; to ensure all and required IDA and BOS approvals; and in general to provide for a high quality of development so that each building site will not adversely affect the health or safety of residents or workers in the area nor be detrimental to the use or development of other properties in the Park, and

FURTHER, that a copy of this covenant shall be recorded in the Clerk's Office of Campbell County, Virginia, and shall be binding upon and running with the land including each and every parcel whether sold or leased and by reference made a part of each and every deed, option, lease or other grant of any interest in and to any parcel thereof as a part of the terms thereof.

A. Campbell County or IDA shall be responsible for the construction of the public street, and the extension of water and sewer lines to the property line of each parcel at no cost to the industry.

B. DEFINITIONS

Definition of Terms

1. "Building Site" shall mean any contiguous plot of land the size and dimensions of which shall be established by the legal description in the original conveyance from IDA to the first fee owner of said plot of land, other than IDA or BOS. A Building Site may also be established by IDA or BOS by an instrument in writing, executed,

acknowledged, and recorded by IDA or BOS, which designates a plot of land as a Building Site for purposes of these covenants. If two or more Building Sites, as defined hereinabove, are acquired by the same owner in fee, such commonly owned Building Sites may, at the option of said owner, be combined and treated as a single Building Site for purposes of the Covenants contained herein.

2. “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.
3. “Owner” shall mean the party or parties owning fee title to a Building Site; provided, however, that an Owner may, upon written notice to IDA or BOS assign all or part of his rights but not his duties hereunder to Owner’s tenant.
4. “Property used in common” shall mean and refer to those areas of the property devoted to the common use and enjoyment of the owners of all Building Sites, including, but not limited to, islands in cul-de-sacs, entrance to the park, and drainage areas.

C. Building Codes

All construction within the park shall comply with the applicable portions of local, state or federal codes, including but not limited to, building codes and life safety codes.

D. Approval of Plans

1. No billboards or advertising signs other than those identifying the name, business, and products of the person or firm occupying the premises shall be permitted, except that a sign offering the premises for sale or lease may be permitted. No signs which have an intermitting beam or rotating beam shall be permitted. No signs shall be erected or altered without the written prior approval of IDA or BOS.
2. Outside storage shall be confined to locations and screening thereof as approved in writing by IDA or BOS.

E. Lighting

Site lighting and security lighting shall be designed to prevent spillover light beyond the property lines of the parcel. Failure to correct lighting problems shall be cause for IDA or BOS to undertake the required improvements at the expense of the owner of the tract. Failure to reimburse IDA for such expenses shall be cause for a lien against the property by IDA.

F. Yard Requirements and Uses

1. The minimum front yard setback shall be seventy-five feet. Rear yard and side yard setbacks shall be equal to those under the then current zoning designation of the property as established by Campbell County, unless otherwise specified in the subdivision plat of said park, which shall be controlling.

G. Parking Requirements

1. The Grantee shall not use any of the property within the minimum front yard setback for the parking of any trucks, equipment, or the storage of any material whatsoever. Automobile parking within any yard setback shall be limited to automobile parking employees, clients, and visitors.
2. The Grantee shall provide paved off-street parking for all employees, clients, and visitors. Service vehicles and equipment yards may be surface treated or laid with gravel.
3. No parking, loading, or unloading shall be permitted on any public road right-of-way.

H. Building Requirements

1. No temporary buildings, travel trailers, mobile homes, or storage facilities shall be stored on a lot except such buildings, trailers, homes or facilities which may be necessary during construction periods but then only for the periods during which actual construction is being pursued. Temporary structures used for interim operations while construction is underway may not be used for longer than two years.

I. Sales or Lease Arrangements

1. Sales or lease of property shall be in accordance with requirements of the Code of Virginia.
2. Re-subdivision of parcels shall not be permitted on property not held by the IDA or BOS.
3. Combination of parcels is permitted.
4. In the event the grantee, his heirs, successors or assigns, fail to commence construction within one year from the date of purchase,

(a) The IDA or BOS shall have the unqualified right or option, but not the obligation, in its sole discretion, to repurchase the land at the original sales price within 45 days of the initial notice. IDA or BOS shall retain the right to repurchase at any time upon 15 days' notice by registered letter, at the original sales price, the land for an additional 12 months.

(b) The term "commence construction" shall mean that the planned improvement is under contract for construction by a duly licensed contractor which contract shall have a fixed completion date, commensurate with the type and size of project and a commencement of work date of not less than two years from the date of said contract, and which contract shall be secured by a payment and performance bond satisfactory to IDA or BOS which shall include IDA or BOS as a named obligee.

5. Should the grantee of any parcel of unimproved land desire or intend to sell or transfer said parcel within 2 years of the contract sale date,

(a) The IDA or BOS shall have the right of first refusal to purchase the same at the original sales price. In such instances the grantee shall notify IDA or BOS by registered letter of its desire or intent registered letter of its desire or intent to sell.

(b) In the event IDA or BOS does not exercise its right of first refusal as provided above within forty-five days from receipt of said notice, the property shall remain subject to all of the conditions, covenants and restrictions set forth herein.

6. In the event IDA or BOS exercises its option to purchase or repurchase, as the case may be, the conveyance to IDA or BOS shall be by general warranty deed free of encumbrances. Encumbrances to the property shall be grounds for a reduction in repurchase price if said encumbrances devalue the property.

J. Maintenance and Operation

1. All grass, trees and shrubbery shall be kept in good appearance at all times. Replacement of trees and shrubbery shall be done where such items have died or been severely damaged. All grass and weeds shall be cut and shrubbery trimmed as necessary to maintain a neat appearance. If these conditions are not maintained satisfactorily to IDA and BOS, IDA and BOS may serve written notice upon the owner or his agent and if not complied with within two weeks, IDA may correct the condition and bill grantee for actual cost, condition, and bill grantee for actual cost of same.

2. Site storm drainage maintenance shall be performed by the grantee.
3. Conditioned Uses in Seneca Commerce Park

All uses permitted in Campbell County's current code for I-H Industrial Heavy zoning shall be allowed, provided, however, that the following uses shall be permitted only upon prior written approval by the IDA, conditioned upon such additional requirements as the IDA may impose:

- (a.) Armories
- (b.) Motor freight terminals, except when in direct support of a manufacturer or distributor located in the industrial park
- (c.) Automobile and truck rental
- (d.) Lumberyards and sawmills
- (e.) Billboards
- (f.) Material sales and storage that are outside an enclosed structure
- (g.) Building material sales and storage (outside an enclosed structure)
- (h.) Rope, fibrous (manufacturing) (outside an enclosed structure)
- (i.) Manufacturing that involves process outside an enclosed structure such as but not limited to:
 - (i) Cork products (manufacturing) (outside an enclosed structure)
 - (ii) Rubber products manufacturing
 - (iii) Sanitary or solid waste management facility, private establishment of a new facility
 - (iv) Travel trailer sales and rental
 - (v) Modular and mobile homes sales

4. In the event the IDA denies approval of a use listed in section J (3) requiring IDA approval, the applicant may appeal to the Campbell County Board of Supervisors for a determination of whether such use should be permitted. The appeal must be in writing and filed with the IDA and Campbell County Board of Supervisors no later than fifteen (15) days from the denial by the IDA. The decision of the Board of Supervisors shall be final and binding as to whether such use is permitted. However, in the event the Board of Supervisors does not act within three (3) months from the date of the appeal's filing, the Board of Supervisors shall be deemed to have affirmed the decision of the IDA.

K. Applicability

1. The right is hereby expressly reserved by IDA and BOS to waive, modify, alter or amend all or any part of these covenants, conditions and restrictions from time to time as circumstances justify.

2. The enforcement of the restrictions and covenants contained within this Resolution shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages. Such proceedings may be commenced by any owner or owners of lots in said park or by IDA.
3. Invalidation of any one of these restrictions contained within these covenants, by judgement or court order, shall in no way affect any of the other provisions hereof which shall remain in full force and effect.
4. Grantor's approval of any building plans, specifications, site or landscape plans or elevations or any other approvals or consents given by grantor pursuant hereto or otherwise, shall be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereon whether by grantor or anyone else complies with, or is not in violation of any applicable laws, rules or regulations, the sole responsibility for all of the same being upon the grantee and grantor is hereby expressly released and relieved of any and all liability in connection therewith.
5. These protective covenants, conditions and restrictions shall be in full force and effect immediately upon adoption by IDA and BOS. It shall be in effect for a period of twenty years and shall be automatically renewable for successive periods of ten years each, thereafter unless and until otherwise terminated by the IDA, BOS, or its successor.