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**AMENDED**  
**PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR THE**  
**NEW LONDON BUSINESS AND TECHNOLOGY CENTER**

WHEREAS, the Bedford County Economic Development Authority (formerly the Bedford County Industrial Development Authority, hereinafter referred to as “EDA”) is the owner of the New London Business and Technology Center(hereinafter referred to as “Center”), originally containing 478.434 acres; and

WHEREAS, the EDA has developed the Center for the purpose of creating jobs and increasing the tax base in the County and intends to sell and/or lease parcels of land in the Center for commercial/industrial use; and

WHEREAS, the EDA has imposed upon the Center Protective Covenants, Conditions and Restrictions which are of record in the Clerk’s Office of the Circuit Court of Bedford County as Deed Instrument Number 020009908; and

WHEREAS, by document dated 20 December 2007, of record in the aforesaid Clerk’s Office as Deed Instrument Number 080000214, the Covenants were amended as to uses on Lot 1 and the purpose for defining the scope of technology business on a portion of the lots in the Center; and

WHEREAS, by document dated 23 February 2010, of record in the aforesaid Clerk’s Office as Deed Instrument Number 100001654, the Covenants were amended as to the height of a structure on Lot 1; specifically, the building being constructed by the Center for Advanced Engineering and Research on lands leased from the EDA; and

WHEREAS, by document dated 10 March 2011, of record in the aforesaid Clerk’s Office as Deed Instrument No. 110002511, the Covenants were amended to assess dues against all property owners for the maintenance of common amenities within the Center; and to amend the allowable building height of the tower type building being built on the property leased by the EDA to The Center for Advanced Engineering and Research;

WHEREAS, by document dated 1 March 2012, of record in the aforesaid Clerk’s Office as Deed Instrument No. 120002524, the Covenants were amended to modify dues assessments against all property owners for the maintenance of common amenities within the Center; and

WHEREAS, by document dated 13 November 2013, of record in the aforesaid Clerk’s Office as Deed Instrument No. 130012755, the Covenants were amended to exclude uses by deleting I “Utility Services-Major” of Section III “Standards”, 3 “Civic

Uses”, as the EDA is constructing an electrical substation; and amended to list allowable exterior construction materials in Section VI “Building Standards/Architectural Review; and

WHEREAS, by an addendum dated 13 November 2013 of record in the aforesaid Clerk’s Office as Deed Instrument No. 140001163, the EDA amended Section III “Standards”, 6 “Miscellaneous Uses”, (g) “Building Height” to allow structures to be constructed on Lot 1 that are more than 50 feet but less than 120 feet in height with the written approval of the EDA.

NOW, THEREFORE, by this addendum to the Protective Covenants, Conditions and Restrictions of the New London Business and Technology Center dated the 5th day of January 2017, the Bedford Economic Development Authority hereby declares, provides and restates that each and every parcel in the Center shall be conveyed subject to the following conditions, covenants, and 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 the Center; 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 Center. A copy of this amended covenant shall be recorded in the Clerk’s Office of the County of Bedford, 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.

I. Definitions of Terms - all terms shall be defined in accordance with the Bedford County Zoning Ordinance, and its revisions as may be applicable.

II. Plan Approval - All site plans, land disturbing plans, building plans, and any other appropriate permit applications must be reviewed and approved by the Bedford County Departments of Community Development.

III. Standards

a. Permitted Uses shall be those allowed as a use by right or a use by special use permit in the Planned Industrial Development (PID) district or similarly designated district that provides for the development of manufacturing, research and new technology business as defined from time to time in the Bedford County Zoning Ordinance, except the following uses which shall be excluded:

1. Agricultural and Forestry Uses
2. Residential Uses
3. Civic Uses
  - a. Cemetery
  - b. Crisis Center

- c. Halfway House
- d. Family Day Care Home
- e. Home For Adults
- f. Life Care Facility
- g. Public Maintenance and Service Facilities
- h. Religious Assembly

#### 4. Commercial Uses

- a. Agricultural Services
- b. Antique Shops
- c. Automobile Dealerships, new or used
- d. Automobile Parts Supply – retail
- e. Automobile Repair Services, major or minor
- f. Automobile Rental or Leasing
- g. Bed and Breakfast
- h. Boarding House
- i. Campgrounds
- j. Carwash
- k. Clinic
- l. Commercial Amusement or Entertainment, either indoor or outdoor
- m. Construction Sales and Service
- n. Consumer Repair Services
- o. Convenience Store
- p. Dance Hall
- q. Equipment Sales and Rental
- r. Funeral Services
- s. Garden Center
- t. Gasoline Station
- u. Golf Course
- v. Kennel
- w. Landscaping and Lawn Care Services
- x. Laundry
- y. Manufactured Home Sales
- z. Marina
- aa. Mini-warehouse
- bb. Pawn Shop
- cc. Personal Improvement Services
- dd. Personal Services
- ee. Recreational Vehicle Sales and Service
- ff. Restaurant, Drive in and Fast Food
- gg. Restaurant, Family
- hh. Retail Sales
- ii. Surplus Sales
- jj. Truck Stop
- kk. Veterinary Hospital/Clinic

#### 5. Industrial Uses

- a. Asphalt Plant
- b. Composting
- c. Construction Yards
- d. Industry Type III
- e. Landfill, Sanitary
- f. Meat Packing and Related Industries
- g. Railroad Facilities
- h. Recycling Centers and Stations
- i. Resource Extraction
- j. Scrap and Salvage Yards
- k. Transfer Stations
- l. Transportation or Truck Terminal

6. Miscellaneous Uses

- a. Amateur Radio Tower
- b. Aviation Facilities, Private
- c. Outdoor Gatherings
- d. Parking Facilities

b. On lot 1, as the same is designated on the Master Plan for the Center which is lodged with the County's Director of Economic Development, the above exclusions shall apply with the exception that there shall be allowed "Restaurant, Drive-In or Fast Food" and "Restaurant, Family", as the same is defined from time to time in the Bedford County Zoning Ordinance.

c. That in addition to the above excluded uses, the EDA has set as one of its policies that a portion of the Center shall be limited to a "Qualified Technology Business." That on lots 2, 3A, 3B, 4, 5, 6A, 6B, 7, 8, 9, 10A, 10B, 11, 12A and 12B, as the same designated on the Master Plan for the Center, which is lodged with are the County's Director of Economic Development, the uses shall be limited to a qualified technology business. A "Qualified Technology Business" is one engaged in the activities of research, development, or manufacture of commodities used in biotechnology, computer hardware or software, electronics, telecommunications, systems integration, testing and measurements, e-commerce, factory automation, internet services, subassemblies and components, medical and pharmaceutical products, photonics, advanced materials, architecture and engineering, defense, energy, and transportation. While there may be other business categories that could be interpreted as technology businesses, the determination will be based upon the nature of the work and/or research involved. In no case will the use of computers or telecommunication devices or services used by a firm in its internal operations qualify the business as a technology business according to the guidelines herein. As what will be considered as a qualified technology business will change from time to time, the EDA reserves the right amend the above definition. The EDA further reserves the right to enlarge or reduce the number of lots in the Center that is subject to this additional covenant.

The EDA further will consider allowing uses that support a qualified technology business on a case by case basis. Additionally, there may be other uses that are compatible with a qualified technology business that the EDA will consider on a case by case basis.

As stated above, it is the policy of the EDA that the sale of lots in the Center shall be for the purpose of creating jobs and increasing the tax base in the County. Accordingly, the EDA intends to convey the lots in the Center to taxable entities to fulfill this purpose. The EDA reserves the right unto itself to review the sale of lots to tax exempt entities on a case by case basis.

The EDA further reserves unto itself the right to review and approve leases between purchasers of property in the center with various tenants, not as to the terms of the lease, but the EDA retains the right to approve the use of the property by the various tenants.

d. Signage, parking, utility location, and lighting requirements shall be governed by the Bedford County Zoning Ordinance. There shall be no neon or blinking lights allowed. In no case shall exterior lighting exceed one half (1/2) candle power beyond the boundary of the development. All outside lighting shall be approved by the EDA and shall be designed in such a manner as to direct in a downward direction so as to avoid offending surrounding property owners and/or tenants. Further, all signage is subject to the "Center Signage Guidelines" which have been developed by the EDA and have been incorporated into the Master Plan for the Center which is on file with the Bedford County Department of Community Development.

e. Outside Storage-all permanent outside storage shall be designed, located, or screened such that it is not visible from any adjoining parcel or publicly maintained roadway. This may be accomplished by a landscape berm, continuous evergreen buffer, and/or privacy fence. All screening plantings must be of a size and density at the time of planting sufficient to provide a continuous visual screen of the area. In a situation where a privacy fence is used, there shall be extensive landscaping according to an approved landscape plan. Storage shall not exceed the height of the screening. For the purpose of this paragraph, "outside storage" shall include trash containers which shall be screened as set forth above.

f. Landscaping-all landscaping requirements stated in the Bedford County Zoning Ordinance must be met. In addition, the EDA shall examine and approve each landscaping plan prior to project approval.

g. Building height - improvements erected on the premises shall not exceed fifty (50) feet in height, as measured from the final grade to the peak of the roof, or three (3) stories, whichever is less; provided, however, that water towers or tanks, stand pipes, structures for housing elevator equipment, stairways, ventilating fans or other similar equipment required to operate and maintain the buildings, fire or parapet walls, skylights, tanks, or other similar structures may exceed this height with written approval of the EDA.. Publicly owned water tanks are excluded

from this building height requirement. Further, on Lot 1, structures more than 50 feet but less than 120 feet in height may be constructed with the written approval of the EDA.

h. 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, lawn mowing, and 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 material, trailers, and the like are kept in a neat and orderly manner. A common staging area shall be used for this purpose and its use shall be coordinated through the EDA or its agents.

#### IV. Buffer Area

a. The entire perimeter of the park shall be considered a buffer area in which no healthy standing trees shall be removed at any time. The minimum width of said buffer shall be 100'. In addition to the exterior buffer provision there shall be a requirement that standing trees be preserved between developed building sites as near as possible to the Concept Plan prepared by Hurt & Proffitt, Inc., dated 10/15/01 and labeled "Preliminary Layout B".

b. The EDA reserves the right to modify the perimeter buffer area for Lot 1 adjacent to U. S. Route 460.

#### V. Sale or Lease Arrangements - any sale or lease of the property shall be in accordance with requirements of the Code of Virginia, 1950, as amended.

a. Re-subdivision of property shall be prohibited except with the express written permission of the EDA and in accordance with the requirements of the Bedford County Zoning and Subdivision Ordinances.

b. If construction has not commenced within 1 year from the date of purchase, EDA shall have the unqualified right, but not the obligation, at its own discretion, to repurchase the property at the original sale price. EDA shall retain this right to repurchase the property for an additional 12 months at the original price at anytime, subject to giving the owner 15 days notice by certified mail.

c. If EDA has not exercised the repurchase option and construction has not commenced within 2 years of original purchase, grantee shall have the right to sell or transfer the land to a third party, subject to all covenants, conditions, and restrictions set forth herein.

d. "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 more than six months from the date of said contract.

#### VI. Building Standards/Architectural Review

- a. The exterior construction of buildings shall be of stone, brick, architectural block, split-faced units, concealed fastener architectural grade insulated metal panel, class "A" formed concrete finish, glass, Exterior Insulation Finish System (EIFS) such as Dryvit, or a combination of these materials or other materials approved by the EDA. Metal buildings shall be allowed only if the portion of the building seen upon entering the parcel or any adjoining roadway is faced as above. The EDA retains the right to waive the above provision taking into consideration the proximity of the sides and rear of the building to other structures, its visibility from the road and other structures and other factors that may be germane from time to time.
- b. The County shall not issue a zoning permit, building permit or any other permit until architectural plans are submitted to the EDA for consideration. Building colors and material selections shall be considered as part of that review process.
- c. Landscaping and other matters specifically addressed in these Restrictive Covenants shall be subject to review by the EDA.
- d. The review process shall not exceed 60 days each for items (a) and (b) as stated above.

#### VII. Dues Assessments

All of the owners of lots in the Center shall be assessed dues for the maintenance of the common amenities within the Center, including but are not limited to, signage, plantings in the boulevard strip and the roundabout area, care and replacement of trees and shrubbery and other plantings, mowing and maintaining grassy areas, care and maintenance of the stormwater detention facility, walking trails, streetlights and sidewalks. By accepting ownership in the Center, each lot owner shall be deemed to have agreed to pay the assessed dues as the same becomes due and payable. The assessment shall be based upon the County's ad valorem real estate assessment in the year that the property is sold. The assessment for the lots sold shall be the percentage of the assessment in proportion to the total assessment of lots in the first phase of development of the Center, which in accordance with the Center's Master Plan shall consist of Lots 1, 2, 3A, 3B, 4, 5, 6, 7, 8, 9, 10A, 10B, 11, 12A, 12B, 13 and 14. The total assessment of lots in Phase 1 shall be calculated based upon the current County assessment and each reassessment thereafter. There shall be an obligation on behalf of the EDA to pay assessments on any of the above listed lots owned by the EDA. The EDA retains the right to change the number and makeup of lots in the first phase. The EDA retains the right to add subsequent phases of development which may or may not have the same dues structure.

The EDA shall have the right but not the obligation to create an association to handle the assessment of dues and the care and maintenance of common amenities, which, if formed, would be known as the New London Business and Technology Center Property Owners Association.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property

against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person or entity who was the owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall, unless paid, pass to the owner's successors in title. A properly perfected lien shall pass with and encumber the title to the lot. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency and the EDA may bring legal action against the owner obligated to pay the same or may enforce or foreclose the lien against the property; and in the event a judgment is obtained, such judgment shall include interest on the assessments above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

VII. Duration - These Restrictive Covenants are made as covenants running with the land and shall be binding on all lot owners, their heirs, devisees or assigns for a period of twenty (20) years commencing from the date of the filing of original covenants, that is twenty years from 06 June 2002, 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 property, exclusive of public rights-of-ways, has been recorded agreeing to change such covenants in whole or in part.

Such an amendment shall not be binding unless the EDA agrees in writing to the changes to the covenants.

#### VIII. Applicability

- a. The right is hereby expressly reserved by EDA to waive, modify, alter, or amend all or any part of these covenants, conditions, and restrictions from time to time as circumstances justify.
- b. The enforcement of the restrictions and covenants contained within this document 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 owner of lots or by EDA.
- c. Invalidation of any one of these restrictions contained within these covenants, by judgment or court order, shall in no way affect any of the other provisions hereof which shall remain in full force and effect.



WITNESS THE FOLLOWING SIGNATURE AND SEAL:

The Bedford County Economic Development Authority

By *[Signature]* (SEAL)  
Its Chairman

STATE OF VIRGINIA  
COUNTY OF BEDFORD TO WIT:

The foregoing instrument was acknowledged before me this 5th day

of January, 2017 by Wyatt Walton, Chairman of the Bedford County  
Economic Development Authority

Jessica Renee Hupp  
Notary Public  
Commonwealth of Virginia  
ID # 7598091  
My Commission Exp.: 10/31/2018

*Jessica Hupp*  
Notary Public

RETURNED  
 MAILED

*S. Kelley*

INSTRUMENT #170003628  
RECORDED BEDFORD CO CIRCUIT COURT CLERK'S OFFICE  
Apr 25, 2017 AT 10:12 am  
CATHY C. HOGAN, CLERK by CMM