Restrictive Covenants for the
Cyber Park

September 17, 2004
(adopted September 20, 2004)
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DECLARATION OF COVENANTS

This declaration is made this 20th day of September, 2004 by the Danville Pittsylvania Regional Industrial Facility Authority.

STATEMENT OF PURPOSE

The goal in the development of the Cyber Park is to create an area for education, training, working, research, and development in technology related fields. These covenants have been developed to ensure that the property is developed in ways that are compatible with both the natural and developed environments of the area. They are also designed to protect Tenants of building sites therein against uses which may be incompatible with the purposes of the Park.

September 17, 2004
ARTICLE 1: RECITALS

1.1 The Property

The property is described by the following legal description:

Being located in the City of Danville, State of Virginia, and being more particularly
described as follows: Beginning at an iron pin in the northern right-of-way line of
Stinson Drive, said point being located at the intersection point of said right-of-way line
of Stinson Drive and the western right-of-way line of Slayton Avenue; thence along the
northern right-of-way line of Stinson Drive, S63°-16'-04"W – 663.09' to an iron pin;
thence leaving said Stinson Drive, N41°-19'-00"W – 234.36' to a concrete monument;
thence N40°-18'-35"W – 782.80' to a concrete monument; thence S58°-02'-39"W –
820.16' to an iron pin; thence S58°-03'-45"W – 534.41' to an iron pin; thence N44°-15'-
11"W – 464.86' to an iron pin in the right-of-way line of Riverpoint Drive (Frontage
Road No. 11); thence with said right-of-way line, N47°-26'-31"E – 528.65' to an iron pin,
N25°-16'-13"E – 418.90' to an iron pin, N61°-48'-05"E – 146.10' to a point, N25°-56'-
46"E – 71.18' to a concrete monument, along the arch of a curve with arc length of
197.12', chord bearing and distance of N26°-25'-45"E – 196.30', to a concrete
monument, N00°-34'-36"W – 82.00' to a concrete monument, N18°-57'-06"E – 350.19'
to a point, N08°-38'-44"E – 100.92' to a concrete monument, N18°-31'-21"E – 370.60' to
a concrete monument, N18°-50'-17"E – 128.39' to a point, N07°-24'-04"E – 50.52' to a
point, N21°-37'-55"E – 176.43' to an iron pin, N21°-37'-55"E – 165.94' to a point, N33°-
21'-51"E – 64.26' to an iron pin, N33°-21'-51"E – 42.08' to a point, N12°-58'-18"E –
152.16' to a concrete monument, N22°-35'-41"E – 187.49' to an iron pin; thence leaving
said right-of-way of Riverpoint Drive, N69°-22'-19"E - 209.49' to an iron pin; thence N81°-00'-31"E - 817.36' to an iron pin; thence N09°-36'-30"E - 131.25' to an iron pin in the right-of-way line of aforesaid Riverpoint Drive; thence with said right-of-way line, S83°-20'-52"E - 41.31' to a concrete monument, N57°-59'-33"E - 64.13' to an iron pin, S89°-03'-30"E - 100.66' to a concrete monument, S83°-32'-55"E - 379.84' to a concrete monument, S85°-33'-03"E - 78.67' to a concrete monument; thence leaving Riverpoint Drive, S01°-58'-53"E - 67.87' to an iron pin; thence N87°-59'-46"E - 330.86' to an iron pin; thence N54°-39'-39"E - 330.76' to an iron pin in the right-of-way line of South Boston Road (U.S. Hwy. No. 58); thence with said right-of-way line, S79°-09'-27"E - 78.00' to an iron pin, S74°-56'-01"E - 506.43' to an iron pin; thence leaving South Boston Road, S34°-35'-13"W - 2,290.11' to an iron pin; thence S64°-16'-50"E - 252.77' to an iron pin; thence S24°-56'-23"W - 201.02' to an iron pin; thence S64°-59'-35"E - 423.55' to an iron pin; thence S23°-35'-51"W - 207.10' to an iron pin; thence S67°-42'-41"E - 428.89' to an iron pin; thence N22°-12'-04"E - 17.71' to an iron pin; thence S67°-45'-09"E - 143.62' to an iron pin in the northern right-of-way line aforesaid Stinson Drive; thence with said right-of-way line, S80°-04'-06"W - 164.70' to a point, along the arc of a curve with length of 604.04', chord bearing and distance of S71°-40'-05"W - 601.88' to a point, S63°-16'-04"W - 401.20' to an iron pin at the intersection point of said northern right-of-way line of Stinson Drive and the eastern right-of-way line of Slayton Avenue; thence S63°-16'-04"W - 120.00' to the point of beginning containing 186.308 acres.
1.2 Intent

The Authority desires to subject the Property to conditions, covenants, restrictions, and reservations hereinafter set forth to ensure proper use and appropriate development and improvements of said Property.
ARTICLE 2: DEFINITIONS

2.1 Definitions and Terms

1. "Authority" shall mean the Danville Pittsylvania Regional Industrial Facility Authority, its successors and assigns.

2. "Board" shall mean the Pittsylvania County Board of Supervisors.

3. "Buffer or Screening" Any device or natural growth, or a combination thereof, which shall serve as a barrier to vision, light, or noise between adjoining properties, wherever required by this ordinance and further defined herein.

4. "City" shall mean the City of Danville, Virginia.

5. "City Council" shall mean the Council of the City of Danville, Virginia.

6. "County" shall mean Pittsylvania County, Virginia.

7. "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 River View Industrial Park Expansion.

8. "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.

9. "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.

10. "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 other parties 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 designates a plot of land as a Parcel for purposes of these
covenants. If two or more Parcels, as 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.

11. "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
the Parcels, their tenants and employees, 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.

12. "Review Committee" shall mean the Authority or a committee appointed
by the Authority consisting of four (4) members.
13. "Right-of-Way" shall mean areas designated on the property plats reserved for roads and utilities to be owned and maintained by the Authority.

14. "Screening" shall mean a method of visually shielding or obscuring one abutting or nearby structure or use from another by fencing, walls, berms, or densely planted vegetation.

15. "Sign" shall mean any exterior board, poster, placard, or letters displayed in a public place to advertise or to convey information or a direction.
ARTICLE 3: PURPOSE

3.1 Purpose of Plan

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 law 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 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 permitted uses are the same permitted uses listed in the “CP-1” section of the City of Danville Zoning Code as amended, or as may subsequently be amended from time to time.

4.2 Prohibited Uses

Notwithstanding the forgoing, the following uses are prohibited:

1. Storage or other potentially 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.

2. Any use which the Review Committee shall find to be specifically incompatible with the overall character and intent of development of the property.
ARTICLE 5: REGULATION OF IMPROVEMENTS

5.1 Improvements of Generality

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

5.2 Setbacks

The minimum yard setbacks are as follows:

- Front: Eighty (80) feet
- Side: Eighty (80) feet
- Rear: Eighty (80) feet

5.3 Building Coverage

Building coverage shall be no more than fifty (50) percent of the lot.

5.4 Minimum Lot Size

The minimum area of a development parcel is three (3) acres (130,680 square feet).

5.5 Off-Street Parking

Each parcel shall contain all required parking within the parcel in accordance with the City of Danville Zoning Code. Parking shall not be permitted on any street.
Owners of parcels or their tenants shall be responsible for enforcing this requirement with respect to their employees and visitors.

All parking areas, as well as related access drives, shall be paved with asphalt, concrete, or other materials approved by the Review Committee and properly graded to assure proper drainage in accordance with requirements of the Review Committee and the City of Danville. Concrete curb and gutter is required for driveway entrances and on parking lots on the front of the property. Parking areas viewable from public right-of-way shall be adequately screened by earth berms and/or landscaping as described in Appendix B of this document.

The location, number, and size of parking spaces shall be according to City standards, the zoning ordinance, and subject to approval by the Review Committee and the City of Danville pursuant to Article 7 hereof.

5.6 Off-Street Loading Areas

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

Provision for handling all truck service shall be totally within each parcel and shall be adequately screened by earth berms and/or landscaping as described in Appendix B of this document.
5.7 Signs

Signs visible from the public right-of-way shall only be permitted within the Property with prior written approval of the Review Committee. A description of the sign including message, materials, height, and location on the property or building must be submitted to the Review Committee for review and approval. All signs shall conform with standards for the property as adopted by the Review Committee and all applicable laws and governmental regulations.

All exterior signs visible from a public right-of-way 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.

**Permanent Signs**

Exterior signs shall relate only to organizations, goods, services, or activities on the parcel upon which the sign is located. Exterior, permanent identification signs may contain only the name, business product or service of the occupant and may include the occupant’s logo.

Wall mounted signs are permitted on the front of the principal building or on a sidewalk if clearly visible from the street. A wall mounted identification sign shall comply with the City’s Zoning Ordinance and if permitted by said ordinance, shall not exceed 300 square feet nor cover more than five (5) percent of the area.
of the building elevation, building side, or architectural element on which it is
placed. Wall mounted signs shall not project above the eave line.

One (1) free standing permanent identification sign per parcel shall be permitted.
A freestanding permanent sign shall not be less than twenty (20) feet from the
property line. They may be single or double sided, but may not exceed the square
footage limits set forth in the City’s Zoning Ordinance.

No moving signs or flashing lights on signs shall be permitted. No billboards or
outdoor advertising relating to off-site goods, services, activities, or
establishments shall be permitted.

Temporary Signs
Signs advertising a parcel for sale or lease are allowed. They shall be limited to
one (1) sign per parcel or building and may be single or double faced. Sale or
lease signs may not exceed thirty-two (32) square feet per sign face.

One (1) sign shall be permitted per parcel stating information concerning planned
construction of a future facility. Future facility signs may be single or double
faced, but may not exceed seventy-five (75) square feet per face.

One (1) construction sign is allowed per parcel upon commencement of
construction in addition to the future facility sign to identify architects, engineers,
contractors, financing sources, and other establishments providing services for

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development or construction. They must present a neat and unified appearance and may be single or double faced.

Construction signs may contain several structural elements identifying various establishments providing services, or may be composed as a single element. In either case, construction signs must present a neat and unified appearance. Construction signs may be single faced or double faced. 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. Construction signs may not exceed thirty-two (32) square feet per face.

Temporary signs advertising events must be approved by the Review Committee and must be in accordance with the City zoning code.

**Information Signs**

Information signs are allowed to direct traffic or pedestrian movements or to give warnings of restricted areas or hazards and the like. The number of informational signs should be limited to the most reasonable number possible to convey the intended information and comply with the City of Danville Zoning Ordinance.

5.8 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 buffer areas. All outdoor storage shall be screened from view from any street by screening walls, earth berms, or with a combination of plant materials and materials harmonious with building materials. Screening must be at least equal in height to the material being stored.

5.9 Outside Equipment & Architectural Features

Air-conditioning towers, roof-mounted equipment or other essential fixtures, such as electric transformers, trash compactors, trash dumpsters, satellites, generators, etc. which are necessary for the use of the buildings shall be permitted and shall be screened by building wall, parapet, or other landscape feature.

5.10 Exterior Lighting

Each owner will be responsible for installing exterior light fixtures. The illumination source should be a “white” light source as provided by metal halide lamps. Parking lot light standards shall not exceed thirty (30) feet in height.

All parking lot lighting shall be consistent with the building architecture and shall be produced from concealed sources or light (i.e. “shoe-box” type) and shall be reduced to no more than reasonably necessary to prevent theft or vandalism following the close of business operations.
Pedestrian and walkway lighting shall be produced from a visible source. Fixtures and/or poles (including bases) shall not exceed fifteen (15) feet in height.

Building and sign floodlighting shall be permitted utilizing wall mounted or setback methods provided fixtures incorporate metal halide lamps for illumination. Building and sign floodlighting shall be 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 on other parcels.

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.

5.11 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 which are gated and screened as
per Section 5.12 of this document. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

5.12 Screening

All significantly exposed and noticeable projections outside of any building, including mechanical and electrical equipment, cooling towers, transformers, ducts, vents, etc. shall be screened from public right-of-way by appropriate screening. This shall include walls and fences in combination with appropriate landscaping.

Fencing the property for security reasons is not permitted unless authorization is granted by the Review Committee. No fencing or screening will be permitted that obstructs the view of the property from the street.

Landscaping shall be provided in accordance with Appendix B of this document.

5.13 Underground Utilities

Utility facilities shall be the utility’s normal and customary underground construction. New electric distribution construction shall be located within road rights-of-way or utility easements at the discretion of the Danville Power & Light (DPL) representative.
All required above grade or at grade utility apparatus (i.e., Padmount Transformers, Secondary Pedestals, Metering, Pull-boxes, etc.) shall be placed as specified in the utility construction plan. Exceptions to the utility’s construction plan requested by the developer shall be at the discretion of and with written approval from the utility’s representative. Landscaping in the vicinity of above grade utility facilities shall be in accordance with utility and/or manufacturer’s clearance specifications.

The developer shall coordinate on-site electric utility facilities including underground secondary voltage electric service with the DPL utility design and any policies or standards for residential and commercial developments published by the City of Danville Utilities Department.
ARTICLE 6: PROPERTY USED IN COMMON

6.1 Description

Property Used in Common includes additional lands that may from time to time be designated as Property Used in Common. This land generally includes, but is 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.

6.2 Intent

It is the intent of the Authority 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, 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 Authority does not warrant by these representations that it will construct any specific improvement on the Property Used in Common.

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6.3 Title

The Authority 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 Authority.

6.4 Maintenance

The Authority shall maintain Property Used in Common in a safe, clean, and neat condition in a manner equivalent to that required of Owners of Parcels in paragraph 5.11. The Authority 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 Authority 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 Authority to construct, place, or maintain structures and improvements on the Buffer Areas and to maintain the condition of the Buffer Areas as required by the provisions of these Covenants, the Authority dedicates a Right of Access to the Authority for 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 Authority's reservation of right of access to any tenant or occupant of any Parcel. The rights of the
Authority pursuant to this reservation shall be exercised with diligent efforts to avoid interfering with the normal operations 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 herein before defined as the Danville Pittsylvania Regional Industrial Facility Authority or a committee appointed by the Authority consisting of four (4) members.

7.2 Proceedings of the Review Committee

The Review Committee shall adopt rules and procedures for the conduct of its business. The Review Committee from time to time may adopt 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 are satisfactory to the Review Committee. The plans and specifications may include the proposed Improvements layout, and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, parking spaces, exterior lighting, grading, easement utilities, proposed building use, estimated number of employees, and such other information as may be requested by the Review Committee. Five (5) copies of such plans and specifications shall be submitted in
writing over the signature of the Owner of the Parcel or the Owner’s authorized agent.

7.4 Review and Approval

The Review Committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid 30-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. The Review Committee may, at its discretion, refer the plans and specifications to technical or professional advisors, 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 covenants. The Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications if plans are in substantial compliance with Appendices A and B.

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 30 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 unless the 
review period is extended in the manner set forth in the last sentence of this 
section. The Review Committee shall notify the Owner in writing upon receipt of 
all required plans and specifications and the aforesaid 30-day period shall 
commence on the date of such notification. Prior to the expiration of a thirty (30) 
day period, the Review Committee can, by giving notice to the owner in writing, 
extend its review period for not more than an additional thirty (30) days.

7.6 Liability

Neither the Review Committee nor the Authority shall be liable for damages to 
anyone submitting plans for approval, or to any Owner of land affected by this 
declaration, by reason of any action, mistake in judgment, negligence, or 
nonfeasance arising out of or in connection with the approval or disapproval or 
failure to approve any such plans and specifications. Every person who 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 Authority to recover any such damages.
ARTICLE 8: ENFORCEMENT

8.1 Abatement and Suit

The conditions, covenants, restrictions, and reservations contained herein shall run with the land, and be binding upon and insure to the benefit of 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 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 Authority as his attorney-in-fact for such purposes; provided, however, that if a Parcel Owner notifies the Review Committee of a claimed violation of these conditions, covenants, restrictions and reservations and the Authority as its interest fails to act in a manner reasonably satisfactory to an owner 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 Authority 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 Authority or by any owner of
any property as its interest may appear.

In any legal or equitable proceeding for the enforcement of or to restrain the
violation of this Declaration or any provision hereof, the non-prevailing 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 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 neither the Authority nor the Review Committee by 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 such owners are 51% in number; provided, however, that during the initial twenty-five (25) year term of these Covenants, no such terminations, extension, modification, or amendment shall be effective without the written approval of the Authority. Such termination, extension, modification, or amendment shall be immediately effective upon recording a document, executed, and acknowledged by such record title holders and Owners and by the Authority as required herein.
9.3 Assignment of the Authority’s Rights and Duties

Any and all of the rights, powers, and reservations of the Authority herein contained may be assigned by the Authority to any 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 Authority’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 Authority herein. Upon such assignment, and to the extent thereof, the Authority shall be relieved from all liabilities, obligations and duties hereunder. The term “Authority” as used herein includes all such assignees and their heirs, successors, and assigns.

9.4 Extension to Include Additional Property

The Authority may at any time make subject to these Protective Covenants other properties now or hereafter owned by the Authority by executing an instrument in writing applying these Covenants to such other properties and by properly recording the same in the Clerk of Circuit Court’s Office in the City of Danville, Virginia. 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 the 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 Authority or the Authority and
made subject to these covenants.

9.5 Right to Resubdivide

After a Parcel has been purchased from 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 Authority. 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 an Owner.

9.6 Time Limits

Unless otherwise specified by the Review Committee, construction of an
approved building shall begin within twelve (12) months of the date of the
delivery of the deed to the purchaser, and shall be complete within three (3) years
of the date of the delivery of the deed to the purchaser of said premises.

9.7 Right to Repurchase

In the event any purchaser has not complied with Article 9.6, the Authority shall
have the right, but not the obligation to repurchase this land for the same price
actually paid to the Authority plus the cost of any physical improvements thereon
paid for by the purchaser less twenty (20) percent liquidated damages.

September 17, 2004
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 become 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.
IN TESTIMONY WHEREOF, witness my hand as of the date first above written.

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia

By:

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY OF DANVILLE, to-wit:

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid on this ___ day of April, 2005, by John C. Hone, acting in his capacity as Chairman of DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia.

My commission expires: 4.30.2006

Notary Public

September 17, 2004
Appendix A
Architectural Design & Materials
1.0 GENERAL

The Cyber Park is an area designated for education, training, research and development in technology related fields. The design and construction of the physical facilities should reflect a high level of commitment to excellence and value. 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.

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. Because it is difficult to designate a materials pallet, the Review Committee remains open to suggestions on exterior materials. However, the Review Committee reserves the right to deny or suggest alternatives to prospective owners based upon the design’s compatibility with the existing architectural character of the Park.

2.0 MATERIALS

The following exterior materials are generally accepted by the Review Committee:

- Brick, architectural block, architectural concrete, architectural precast concrete,
- polished stone, energy efficient glass, glass or curtain wall systems, or pre-finished metal wall panel systems.

The following exterior materials are NOT generally accepted by the review committee:
Wood, steel, vinyl or aluminum siding, synthetic stucco or plaster systems, masonite siding, pre-fab metal siding, unfinished or untextured concrete masonry units.

3.0 ELEVATION APPEARANCE

The materials approved shall be required on all four (4) sides of the building.

Colors, materials, finishes, and building forms shall be coordinated in a consistent manner on all elevations and approved by the Review Committee prior to construction.

4.0 ROOFS

If roofs are exposed to public view, they shall be of a finished, durable material consistent with the overall design of the building. Roofing material shall be submitted to and approved by the Review Committee.

5.0 BUILDING HEIGHT

Buildings shall not be in excess of eighty (80) feet tall.
Appendix B
Landscaping & Site Design Requirements
1.0 GENERAL

All Parcels shall be landscaped in accordance with the City's Zoning Ordinance and this Chapter. A plan shall be submitted to the City's and Planning & Zoning Division and the Review Committee, pursuant to Article 7 herein. The plan must be approved before any development on the parcel occurs and must be in accordance with the City of Danville's Zoning Ordinance. Such landscaping and site design shall be prepared by a qualified individual as described by the City's Zoning Ordinance. It shall include information regarding the type of sodding, type of seeding, types of trees, hedges and shrubs, and information regarding other landscape treatment for the entire site. It shall also include all site improvement materials. This includes fences, walls, screening, piping, paving, etc.

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 or 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 open areas on Parcels not occupied by buildings, structures, outdoor storage areas, driveways, or walkways shall be suitably graded and drained and shall be landscaped with lawns, trees, shrubs, or suitable ground cover. The Zoning Ordinance requires Owners to maximize preservation of existing trees to provide natural buffers and to
lessen the disturbance to the land. A landscape plan that integrates undisturbed areas with developed areas is required as described in the City's Zoning Ordinance. The landscaped area must be greater than or equal to twenty percent (20%) of the total site area.

2.0 **LANDSCAPE BUFFER AREAS**

A landscaped buffer area not less than twenty (20) feet wide along all Parcel boundaries shall be provided. In addition, it shall be the Parcel Owner's or Tenant's responsibility to landscape and maintain the area of streets adjacent to parcels. The landscape buffer areas shall be reserved for the planting of lawns, trees, shrubs, or ground cover as required by the City's Zoning Ordinance. No structures or equipment of any nature shall be located within the landscape buffer areas except fencing, lighting, underground utility equipment, and signs.

Transitional screening and buffer yards are required between properties as designated by the Official Zoning Map of different land use categories. The requirements are further described in the Zoning Ordinance.

Where the requirements for landscaping or buffering as provided for in this document are more restrictive than the City's Zoning Ordinance, a waiver may be requested from the Review Committee to provide an amount of landscaped area not less than permitted by the City's Zoning Ordinance.
3.0 MINIMUM TREE & SHRUB PLANTING

All landscaping materials shall conform with the minimum size or height (at date of planting) as described in the City's Zoning Ordinance. Trees shall be used in screening, parking lots and buffer areas. The minimum caliper for deciduous shade trees is 2". Ornamental, understory, and coniferous trees shall be a minimum of 6 feet tall.

On each parcel, a minimum of one (1), two (2") inch caliper hardwood or evergreen tree shall be planted for each three thousand (3,000) square feet of paved area. Required trees shall be planted in islands or planting strips within paved areas as described in the Zoning Ordinance. A minimum of ten (10), two (2") inch caliper hardwood or evergreen trees shall be planted per acre of land disturbed within each parcel.

All landscape materials shall conform to the following minimum size or height (at date of planting) standards:

<table>
<thead>
<tr>
<th>Plant Material</th>
<th>Caliper</th>
<th>Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deciduous shade trees</td>
<td>2&quot;</td>
<td>6'</td>
</tr>
<tr>
<td>Street Trees</td>
<td>2&quot;</td>
<td>6'</td>
</tr>
<tr>
<td>Ornamental and understory trees</td>
<td>N/A</td>
<td>6'</td>
</tr>
<tr>
<td>Coniferous trees</td>
<td>N/A</td>
<td>6'</td>
</tr>
<tr>
<td>Evergreen shrubs</td>
<td>N/A</td>
<td>18&quot; (spread or height)</td>
</tr>
<tr>
<td>Deciduous shrubs</td>
<td>N/A</td>
<td>24&quot; (spread or height)</td>
</tr>
</tbody>
</table>

4.0 EXISTING TREES
The City encourages saving as many existing trees as possible when developing a site.
5.0 PARKING LOTS

5.1 General

Parking areas shall be designed in accordance with Section 5.6 herein and the City's Zoning Ordinance. 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.

5.2 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 5,000 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 for work on the shift of highest employment under conditions of full operation.
5.3 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.

5.4 Location

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

5.5 Paving

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

5.6 Curb & Gutter

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

5.7 Grades

All parking areas shall be graded to provide proper drainage, with a minimum slope of 1% and a maximum slope of 8%.
Parking lots shall be landscaped with trees in raised curbed islands. A combination of trees and other plant material shall also surround the parking lot as described in the City’s Zoning Ordinance. Landscaping shall be shown on the site plan submitted for review by the Authority and the City’s Planning and Zoning Division.

6.0 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.

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.