

**Virginia's First Regional Industrial Facility Authority  
Resolution Adopting the New River Valley Park Declaration of  
Restrictive Covenants**

**WHEREAS**, Virginia's First Regional Industrial Facility Authority (Hereinafter referred to as "VFRIFA"), is a body politic, as set forth in Chapter 64 of the Code of Virginia 1950, as amended; and

**WHEREAS**, VFRIFA owns an industrial park known as the New River Valley (NRV) Commerce Park; and

**WHEREAS**, the NRV Commerce Park is located in Pulaski County, VA; and

**WHEREAS**, VFRIFA desires to protect the long-term value of property located in the NRV Commerce Park; and

**WHEREAS**, VFRIFA actively works to attract new companies to build in the NRV Commerce Park and does not intend to create hindrances to development; and

**WHEREAS**, VFRIFA wishes to foster an environment that is aesthetically appealing for employees working in the NRV Commerce Park; and

**WHEREAS**, VFRIFA believes the best mechanism to protect property value and encourage quality development is through the drafted Restrictive Covenants; and

**WHEREAS**, in order to be fully effective, once adopted, the Restrictive Covenants shall be recorded in the Pulaski County Clerk of Circuit Court's office;

**NOW, THEREFORE, BE IT RESOLVED** that this Resolution adopts the New River Valley Park Declaration of Restrictive Covenants attached hereto.

**Approved:**

**June 14, 2017**

  
**Mary Biggs, VFRIFA Chair**

**Document Author:**  
**Danny Wilson, AICP, ISA**  
**Executive Director**  
**Virginia's First Regional Industrial**  
**Development Authority**  
**6580 Valley Center Drive, #124**  
**Radford, VA 24141**  
**540-440-0025**

**Parcels Affected:**

<b>Tax Map Number</b>	<b>Assessed Value</b>	<b>Consideration</b>
<b>036-3-5</b>	<b>\$125,000.00</b>	<b>\$0</b>
<b>036-3-6</b>	<b>\$100,000.00</b>	<b>\$0</b>
<b>036-5-3</b>	<b>\$3,167,200.00</b>	<b>\$0</b>
<b>037-1-1</b>	<b>\$1,390,100.00</b>	<b>\$0</b>
<b>037-1-21</b>	<b>\$275,500.00</b>	<b>\$0</b>
<b>047-48-10</b>	<b>\$316,400.00</b>	<b>\$0</b>

**NEW RIVER VALLEY COMMERCE PARK**

**Declaration of Restrictive Covenants**

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 14 day of June, 2017, by VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia ("VFRIFA"), with an address of 6580 Valley Center Drive, #124, Radford, Virginia 24141 (collectively hereinafter "Declarant").

WHEREAS, Declarant is the owner of the property comprising the New River Valley Commerce Park (NRVCP), an industrial park consisting of approximately 900 acres and located in Dublin, Virginia, adjacent to Route 100, more fully described and depicted in Exhibit A attached hereto; and

WHEREAS, the New River Valley Commerce Park is designed to provide a location for industrial operations that promote economic development in the region and provide primary employment for citizens of VFRIFA's member jurisdictions; and

WHEREAS, the provisions included in these Covenants are designed to protect and enhance long-term property values within the NRVCP, provide a pleasant and productive working environment, and ensure the construction and maintenance of high quality buildings integrated into an attractive industrial environment; and

WHEREAS, the Covenants are intended to protect property owners and tenants within the NRVCP against improper and undesirable development and uses within the Park;

NOW THEREFORE, Declarant hereby declares, covenants, and agrees, for itself, and its successors and assigns, that the property identified and depicted in Exhibit A shall be hereafter

held, leased, transferred, and sold subject to the following conditions and restrictions which shall run with the land and be binding on all parties and persons claiming under them.

## 1. Definitions

The terms indicated in boldface type below shall have the accompanying meaning for purposes of these Restrictive Covenants.

**"Landscaped Area"** shall mean all parts of the site which are not covered by buildings, structures, or paving. "Landscaped Area" does not include unimproved lots or tracts, areas used for cattle grazing or agricultural cultivation, or conservation areas.

**"New River Valley Commerce Park"** shall mean the industrial park assembled by members of *VFRIFA*, a development located south of the New River Valley Airport, north of the Town of Dublin, on State Route 100.

**"Parcel"** shall mean the property identified herein and any lot or area subdivided from such property, excluding preservation areas, other common area, and roads within New River Valley Commerce Park.

**"Park"** shall mean New River Valley Commerce Park.

**"Preservation Area"** shall mean any area designated in the most current approved master plan as areas to be avoided for development to protect and preserve items of historical and archaeological value.

**"Pulaski County" or "County"** shall mean Pulaski County, Virginia, a political subdivision of the Commonwealth of Virginia.

**"Pulaski County Unified Development Ordinance"** shall mean Pulaski County's zoning, land development, and subdivision regulations, as may be renamed and amended from time to time.

**"Structure"** shall mean any building or accessory building having a roof supported by columns or walls intended to enclose any individual, process, equipment, or materials of any kind.

## 2. Applicability, Effective Date, and Term

These Restrictive Covenants are applicable to the parcels identified and shall become effective and in full force upon adoption by Declarant. These Restrictive Covenants shall remain in effect for a period of twenty-five (25) years from the date of adoption unless otherwise removed or declared unenforceable by a court of competent jurisdiction. Where these covenants are more restrictive than Pulaski County's Unified Development Ordinance, the requirements of these Covenants shall prevail.

## 3. Permitted and Prohibited Uses

### 3.1 Permitted Uses

Permitted uses in the Park shall generally be those provided for in the Pulaski County Unified Development Ordinance, as amended from time to time, under a parcel's current zoning district and any accepted proffers covering the parcel.

All proposed uses in the Park are subject to final approval by Declarant.

### **3.2 Prohibited Uses**

Uses of any kind which do not meet the minimum State, Federal, and/or local requirements for emissions or which produce excessive fumes, odors, glare, vibration, gases, radiation, dust, liquid or solid waste, smoke, noise, or other hazards are prohibited. The following uses are specifically prohibited:

- Storage, treatment, or disposal of hazardous, toxic, or radioactive materials as a primary business operation; or
- Any other use determined by Declarant to have a negative impact on the Park's marketability, the Park's property owners and tenants, or the surrounding community.

### **4. Subdivision of Parcels**

No parcel identified herein shall be further subdivided without the approval of Declarant and in compliance with the process established by Pulaski County for subdivision or re-subdivision of lands.

### **5. Site Plan Required**

Prior to any development activity, a Site Plan shall be prepared and submitted for approval to Declarant in accordance with any adopted ordinances or requirements by Pulaski County or required by a federal or state agency and addressing the standards enumerated herein.

The site plan shall include the following minimum items:

- Narrative describing project;
- Building(s) location, height, architecture, mass, and use;
- Lighting, parking, fencing, screening/ landscaping, signage, and other items to be placed on the property;
- Grading plans, erosion and sediment control plans, and stormwater management plans;
- Elevation drawings of the building and site showing detailed information for the proposed development, including, but not limited to, the identification of building materials and architectural features;
- Construction timeline and staging areas;
- Outdoor storage areas and any aboveground tanks/ equipment;
- Phasing of construction and timing of the phasing, if applicable;
- List of pending approvals from applicable state and local agencies, with approvals to be provided to Declarant once they are received;
- Plans shall be sealed by a Virginia licensed architect, landscape architect, or engineer; and
- Any other information deemed necessary by Declarant to evaluate the site plan with the standards and intent of these Restrictive Covenants.

The approved plan shall control the development of the site, until such time as an amended plan is approved by Declarant.

#### **5.1 Additional Structures on a Single Lot**

No buildings or structures, including accessory structures, may be constructed which are not identified on an approved site plan.

## **5.2 Equipment**

Transformers or similar above ground equipment shall be screened to soften the lines of the object or placed behind buildings.

Dumpsters, recycling equipment and containers, compactors, bailers, and other waste management equipment and waste containers shall be screened so as to minimize visibility from any public roadway or right-of-way, adjoining parcel, greenspace, or pond area with evergreen vegetation, a solid fence, or wall.

## **5.3 Fencing**

The use of fencing on any parcel shall be approved by Declarant.

## **5.4 Outdoor Storage**

All visible outdoor storage areas shall be designed, located, and/or screened to minimize visibility from any adjoining parcel or publicly maintained roadway or right-of-way. This may be accomplished by using landscaping, a landscaped berm, opaque fencing, or wall.

## **6. Regulation of Improvements**

No improvements shall be constructed, erected, placed, altered, maintained, or permitted on any parcel unless in conformity with an approved site plan and any applicable regulations adopted by Pulaski County.

### **6.1 Building Standards**

A relatively wide variety of architectural design and materials shall be permitted. However, it is intended that a basic harmony of architecture shall prevail among developments in the Park so that no improvement shall detract from the appearance of the overall Park. Individuality and creativity are encouraged provided that blending of design into the parcel's surrounding context is achieved. The general design context must reflect a high quality corporate image.

#### **6.1.1 Materials**

Buildings within the Park may be constructed of metal, wood, faced concrete, or other generally acceptable building materials for industrial type buildings. Any side of a building visible from International Boulevard, Route 100, or within 750 feet of an adjacent residence or church, must be finished with material similar to stone, brick, decorative concrete or stucco, equivalent finish masonry, glass, Exterior Insulation Finish System (EIFS) (e.g., DRYVIT), architectural block, split-faced units, or a combination thereof.

Roofing materials shall be non-reflective, except for sky lights, solar panels, or glass.

#### **6.1.2 All Materials, Etc. to be Consistent**

On each parcel, colors, materials, finishes, and building forms shall be coordinated in a consistent or harmonious manner on all elevations, facades, and sides.

### **6.2 Parking Standards**

Each parcel shall contain all required parking within the parcel. Off-site parking shall not be permitted. Parking shall not be permitted on any public street and owners of parcels or their tenants shall be responsible for enforcing this requirement with respect to their employees and visitors.

### **6.2.1 Required Parking**

The minimum vehicle parking space requirements as delineated within the Pulaski County Unified Development Ordinance shall apply.

### **6.2.2 Design Standards**

#### ***Location***

Parking areas shall be depicted on the approved site plan.

#### ***Paving***

All access drives, parking areas, and outdoor storage areas shall be paved with asphaltic concrete (hot plant mix), reinforced concrete, block pavers, pervious materials or equivalent materials, designed to provide a dust-free surface. All passenger and truck movements and parking shall be confined to these areas. Further, no parking on public road shoulders shall be permitted.

#### ***Curb and Gutter***

Where curbing or curb and gutter are to be provided for storm water control, that curbing or curb and gutter shall be concrete. Curb and gutter are not required if other measures are used to control and treat stormwater runoff, such as swales, infiltration trenches, or rain gardens.

#### ***Grades***

All parking areas shall be surfaced in accordance with the Pulaski County Unified Development Ordinance and graded with a minimum slope of 1% to ensure proper drainage.

### **6.3 Off-Street Loading Areas**

Provisions for handling all truck service to a parcel shall be confined within that parcel. Loading areas shall be designed and located so that they do not have an adverse impact on traffic flow on or off the subject property. Dock doors and loading areas should be located on the side or rear façade of the building and should not be located on the façade that faces any public roadway or right-of-way.

### **6.4 Sign Standards**

A signage plan shall be a part of the site plan for the parcel. Signs shall relate only to the use located on the parcel upon which the sign is located. No billboards or outdoor advertising for any other unrelated use shall be permitted.

No moving signs or flashing lights on signs, roof-top signs, or pole-mounted signs shall be permitted. All signage on a parcel shall be uniform in appearance and design, including materials, color scheme, lettering style, proportions, lighting, and other characteristics.

### **6.5 Landscaping Standards**

The Park is intended to have a park-like setting with a strong emphasis on the landscaped environment. The site plan shall provide the landscape design for the site. To the extent possible, landscaping should incorporate native species and exclude invasive species. Any disturbed open areas on each parcel not occupied by buildings, structures, outdoor storage areas, paved areas, parking areas, loading areas, driveways, or walkways shall be suitably graded and drained and shall be landscaped with lawns, trees, shrubs, or suitable ground cover as soon as is practicable

during construction and must be maintained during the life of the development in accordance with the site plan.

All required landscaping on any parcel shall be completed within 60 days after substantial completion of any buildings constructed on the parcel. Provided, however, if weather conditions do not at such time permit completion, then the landscaping shall be completed as soon thereafter as weather conditions permit.

## **6.6 Lighting Standards**

Declarant desires a consistent exterior lighting environment for the Park. All lighting systems shall be designed so as not to produce significant illumination or glare beyond the parcel on which it is located. All electric wiring shall be installed underground. In addition to lighting provisions set forth herein, all lighting shall comply with the requirements applicable to any adopted Pulaski County regulation of outdoor lighting.

### **6.6.1 Mounting Height**

The maximum permitted mounting height for any exterior lighting fixture shall be 25 feet. Fixtures designed to illuminate pedestrian walkways shall have a maximum height of 12 feet.

### **6.6.2 Lighting Type**

To minimize glare and light spillover, light fixtures greater than 12 feet tall shall use luminaries with cut-off optics, light-diffusing shields, or equivalent. Dark Sky certified light fixtures are strongly encouraged to keep light from trespassing on adjacent properties and having a negative impact on nearby residences and the adjacent airport. Low bollard fixtures and/or landscape lighting are recommended for walks and building entries.

Lighting shining directly into the sky, the use of strobe lights, and having spot lights directed upwards are prohibited from being used in the Park.

### **6.6.3 Building and Sign Illumination**

Building and sign accent illumination shall be permitted for identification and/or aesthetic purposes, as long as the light is shielded or directed in a manner that prevents light trespass on adjacent property.

Building mounted floodlights are permitted only if they are shielded so that direct glare is not visible from surrounding properties and adjoining roadways.

### **6.6.4 Impacts of Interior Lighting**

Any lighting systems within structures must be designed to minimize impacts on the outdoor lighting environment.

## **6.7 Utilities**

Utility services, except those in existence at the time of adoption of these Covenants, including electric power, telephone, fiber optic, steam, sanitary sewer, or water lines shall be installed underground. Any exception for overhead electric power lines must be approved by Declarant as part of the site plan approval. Storage tanks and transformers required to be placed above ground shall be screened to the extent possible. Wells are not permitted.

## **6.8 Grading**

Cut slopes and fill slopes shall have rounded edges, and the surface shall be varied and modulated to emulate the natural landforms or existing terrain, for the purpose of blending the slope into its surroundings and minimizing the artificial look. Landscaping shall be used to further obscure the visual impact of slopes.

## **7. Maintenance**

Each owner, tenant, or occupant of any parcel shall keep buildings, grounds, and improvements in a safe, neat, clean, and maintained condition and shall comply in all respects with all governmental statutes, ordinances, regulations, health codes, and police and fire requirements. Grass and vegetation shall be properly maintained. Landscaped Areas shall be regularly maintained, hedges and trees shall be kept tidy and appropriately trimmed or pruned, and grass within the Landscaped Areas shall not exceed a height of eight (8) inches.

Each owner, tenant, or occupant shall remove at their own expense any rubbish or trash which may accumulate on their parcel. Rubbish, trash, garbage, or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean, neat and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning or burying.

## **8. Areas Reserved from Development**

### **8.1 Preservation Area(s)**

Preservation area(s) as designated by VFRIFA shall be maintained as open space, buffer zones, or for historical purposes. The purpose of the area(s) is to preserve, protect, and provide park tenants and, potentially, the general public access to open space and/or areas of historical significance.

### **8.2 Mineral Extraction**

Mining, mineral extraction, drilling for oil or gas, or other natural resource extraction shall not be allowed.

## **9. Inspection, Compliance, and Enforcement**

Declarant and its authorized agents may from time to time at any reasonable hour or hours enter and inspect any parcel and the improvements located thereon to verify compliance with these Covenants.

A violation or breach of any of the provisions herein shall give Declarant or its authorized agents, the right, after ten (10) days written notice of such violation, to enter the property and to abate or remove, at the expense of the owner or tenant, anything or any condition which is contrary to these provisions or in violation of law. These Restrictive Covenants shall also be enforceable by Declarant, or its successor in interest, in a proceeding at law or in equity (including injunctive relief) at the expense of the violator (including attorney's fees and costs) in the applicable court in Pulaski County, Virginia. Failure by Declarant, or its successor in interest, to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.



**10. Amendments**

These Covenants shall continue for twenty-five (25) years unless amended by or abolished by a written agreement signed by two-thirds of the owners/lease-option holders of the parcels subject to these Covenants, and approved by a resolution duly adopted by Declarant.

**11. Severability**

Invalidation of any of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

These Restrictive Covenants shall be covenants running with the land, shall be binding upon all owners of lots in the Park, their heirs, successors, and assigns, shall inure to the benefit of all property owners in the Park, and shall be enforceable as provided herein by Declarant and each lot owner.

IN WITNESS WHEREOF, Declarant, Virginia’s First Regional Industrial Development Authority, has caused the Chair of its Board of Directors to execute this document pursuant to a resolution duly adopted by Declarant at its meeting held on June 14, 2017.

DECLARANT:

Virginia’s First Regional Industrial Facility Authority

By: Mary Biggs  
Print Name: Mary Biggs

Its: Chair

COMMONWEALTH OF VIRGINIA,  
COUNTY OF PULASKI, to-wit:

On this 14 day of June, 2017, the foregoing instrument was acknowledged before me by Mary Biggs in her capacity as Chair of Virginia’s First Regional Industrial Facility Authority.



Conrad Michael Gottfredson

Notary Public  
My commission expires: 2/09/19  
Notary registration no.: 7643031

Virginia's  
First Regional  
Industrial Facility  
Authority

September 2018

Aerial Map

NRV Commerce  
Park

0 1250 2500 Feet

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