

# **VINTON BUSINESS CENTER DEVELOPMENT GUIDELINES AND PROTECTIVE COVENANTS**

**WHEREAS** the Town of Vinton, Virginia, hereinafter referred to as the “TOWN”, and the County of Roanoke, Virginia, hereinafter referred to as the “COUNTY”, have entered into an agreement for the cooperative development of the Vinton Business Center, hereinafter referred to as the “CENTER”, being the same tract or parcel of land known as the McDONALD FARM, which real estate is more particularly described in Exhibit “A” attached hereto and made a part hereof by this reference; and

**WHEREAS**, the CENTER was previously subject to a rezoning by the Board of Supervisors of Roanoke County, Virginia, adopted on October 26, 1999, upon the application of the Town of Vinton for the entire tract of 99.78 acres comprising the McDONALD FARM which rezoning ordinance included certain voluntarily proffered conditions for the development of the CENTER; and

**WHEREAS**, subsequent to the aforesaid rezoning action, the TOWN recorded in the Clerk’s Office of the Circuit Court of Roanoke County “Protective Covenants, Conditions and Restrictions for the McDonald Farm” at Deed Book 1647, page 1066; and

**WHEREAS**, Cardinal IG Company, operating as Cardinal Glass , hereafter “CARDINAL GLASS”, acquired Lot 3 of the CENTER from the TOWN as of January 8, 2004;

**WHEREAS**, the Board of Supervisors of Roanoke County meeting on June 28, 2011, has taken official action to remove the proffered conditions imposed by the 1999 rezoning of the CENTER and to repeal and legally cancel the “Protective Covenants, Conditions and Restriction for the McDonald Farm” as previously recorded; and

**WHEREAS**, the TOWN, the COUNTY and CARDINAL GLASS jointly desire to impose upon the CENTER certain development guidelines and protective covenants and restrictions in order to ensure the orderly continued development of the CENTER while protecting the environment and providing that the use of the CENTER will protect and will not adversely affect the health and safety of residents, workers and citizens in the vicinity of the CENTER, or the use or development of property within and adjacent to the CENTER; and

**WHEREAS**, the TOWN, the COUNTY and CARDINAL GLASS jointly declare and provide that each and every parcel of real estate within the CENTER shall be conveyed subject to the following Development Guidelines and Protective

Covenants which shall be binding upon all purchases or leases of real estate within the CENTER , the heirs thereof, successors or assigns in order to ensure the proper use and appropriate development of each building site and the grounds thereof, to protect the environment and aesthetics of the CENTER, to prevent the erection thereof of structures built of improper or unsuitable materials; and in general to provide for a high quality of development of the CENTER so that each building site will enhance the health and safety of residents, workers and citizens and not be detrimental to the use or development of other properties in the CENTER; and

**WHEREAS**, the TOWN, the COUNTY and CARDINAL GLASS jointly desire that a copy of theses Development Guidelines and Protective Covenants shall be recorded in the Clerk's Office of the Circuit Court of Roanoke County, Virginia and shall be binding upon and running with the land, including each and every parcel, whether sold or leases in whole or in part 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.

**NOW THEREFORE**, the TOWN, the COUNTY and CARDINAL GLASS jointly agree and declare the following:

## **ARTICLE I – GENERAL DECLARATIONS AND PERMITTED USES**

### **A.     Purpose**

The purpose of these Development Guidelines and Protective Covenants are to ensure the orderly development of the Center, to protect the environment, and to provide that the use of the Center will not adversely affect the health and safety of residents and workers in the vicinity of the Center, or the use, or development of property within and adjacent to the Center.

### **B.     Definitions**

Business or Businesses:   The owner(s), lessee(s), or occupant(s), including prospective owners, lessees or occupants of the Property.

Center:                       Vinton Business Center located in the County of Roanoke, Virginia.

Center Master Plan:       The general development plan and land use plan for the Vinton Business Center, including infrastructure, road and parcel design as approved by the Roanoke County Board of Supervisors.

County:                      County of Roanoke, Virginia.

County Administrator:	The Administrator of Roanoke County or his designee.
Improvements:	Any and all improvements made to or constructed upon the Property including, but not limited to roads, buildings, structures, tanks and storage containers, drainage and utility facilities, driveway and parking areas, grading, landscaping, fencing, screening devices, site lighting, communication devices, signs, and all similar or related structures or improvements.
Localities:	The Town of Vinton, Virginia, and the County of Roanoke, Virginia
Property or Properties:	The parcel or parcels of land, including any improvements thereon, located in the Center, as set forth in any deed, option, lease, agreement, or agreement of sale applicable to these restrictions.
Restrictions:	The covenants, design guidelines, conditions and restrictions contained in this document.
Setback:	The minimum distance by which any building or structure must be separated from a street right-of-way or lot line.
Town:	Town of Vinton, Virginia
Town Manager:	The Manager of the Town of Vinton or his designee.
Transfer:	Any conveyance or transfer of title or possessory rights respecting the Property, any portion thereof, or any interest therein, by contact, deed exchange, foreclosure (including a deed in lieu thereof), assignment, lease, operation of law, or other means, to another person or persons or entity or entities, whether voluntary or involuntary. In the case of a non-publicly held corporation, the assignment or other transfer of fifty percent (50%) or more of its capital stock evidencing control of such corporation shall constitute a Transfer, unless made to the corporation's parent or subsidiary controlled (through stock ownership) by the corporation. In the case of a partnership, general or limited, a change of the general partner or the transfer or assignment of partnership interests in excess of fifty percent (50%) of

the partnership interests shall constitute a Transfer. In the case of a limited liability company, the transfer of more than fifty percent (50%) of its membership interests shall constitute a Transfer. The granting of a mortgage, deed of trust, lien or other encumbrance on or with respect to the Property shall not be deemed a Transfer, but any foreclosure there under (or deed in lieu thereof) shall constitute a Transfer.

C. Applicability

These Development Guidelines and Protective Covenants, including the land use regulations and building requirements, shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in and to the real property or any portion thereof, and shall be incorporated in any Transfer of the Property as covenants running with the Property. The County Administrator shall record applicable documents and revisions associated with these Development Guidelines and Protective Covenants with the Roanoke County Clerk of the Circuit Court. Invalidity of any of the provisions of these guidelines and covenants shall in no way affect any of the other provisions, or parts thereof, which shall remain in full force and effect.

D. Land Uses and Development Standards

1. Permitted Uses: Properties within the Center shall be used only for the following purposes. Land uses not listed are prohibited.
  - (a) General manufacturing, processing or assembly operations where processes, fabrication and products are environmentally clean and efficient.
  - (b) Commercial, office or industrial flex space (office/warehouse combination).
  - (c) Science, research and technology businesses, services, or laboratories where processes are environmentally clean and efficient.
  - (d) Business services incidental to any of the foregoing.
  - (e) Accessory uses associated with a principal permitted use in accordance with any established County standards.

Where it is unclear whether or not a particular use of the Center is permitted, the localities shall decide whether or not such use is permitted, and its decision shall be final and binding upon all persons.

## 2. Development Standards

The use and development of all properties in the Center shall be in accordance with the standards set forth in Article III of these Development Guidelines and Protective Covenants.

# **ARTICLE II - ADMINISTRATION AND PROCEDURES**

## A. Improvements, In General

No construction, exterior alterations, additions, or renderings to any existing improvement may be initiated without submission of plans for said improvements to the localities. Interior alterations which do not change exterior appearances are permitted without submission of plans, provided such interior changes do not change any use of property.

Review and recommendation of approval with respect to uses and improvements by the localities shall be in addition to, and not in lieu of, any permits or approvals required by any local, state or federal law or regulation. Plans will be subject to all applicable federal and state laws and County ordinances. Pertinent ordinances of the County include, but may not be limited to: Zoning, Subdivision, Storm Water Management, Erosion/Sediment Control and Steep Slope Ordinance, as amended.

## B. Subdivision, In General

All property within the Center shall be subdivided in accordance with the Roanoke County Zoning and Subdivision Ordinances, as amended.

## C. Project Review Process

The proposed use of a property in the Center must be reviewed and recommended for approval by the localities prior to the transfer of land, or subsequent transfer.

## D. Maintenance of Improvements

All properties, buildings, structures and improvements shall be maintained in a neat, clean and attractive condition at all times. The premises shall be kept free of debris and trash of any sort, and lawns and landscaping shall be kept in a state of good repair. Maintenance of landscaping and lawns shall include all necessary planting, cutting, watering, fertilizing, aerating, seeding, spraying, pruning, and

weeding. Property owners shall promptly replace any dead or damaged landscaping approved as part of the site plan for the property. Painted and exposed metal surfaces shall be maintained and kept free from peeling or rust. Parking areas and drives shall be paved and damaged pavement or hard surfaces repaired.

E. Enforcement

Enforcement of these Development Guidelines and Protective Covenants shall be undertaken by the localities. In the event of a violation, the Circuit Court of the County of Roanoke, Virginia, shall have the ultimate jurisdiction to enforce or interpret any of the restrictions, conditions, covenants, and liens now or hereafter imposed by these Development Guidelines and Protective Covenants. Failure to enforce any provision contained in these Development Guidelines and Protective Covenants shall in no event be deemed a waiver of the provisions, whether the violation is singular or repetitive.

### **ARTICLE III: DEVELOPMENT AND DESIGN STANDARDS**

The Roanoke County Zoning Ordinance, as amended and other applicable regulations shall be met for any development or improvement in the Center. In addition, the following development and design standards shall apply.

A. Site Development

1. Green Development Encouraged: Site development and new buildings shall consider and incorporate green development options and sustainable development where possible. Development is encouraged that is consistent with the U. S. Green Building Council's LEED (Leadership in Energy and Environmental Design) standards.
2. Access Points: Site access points shall be kept to a minimum and consolidated. New driveway entrances shall be coordinated with existing entrances and adjacent uses for safe traffic circulation.
3. Streets: All streets and roadways constructed within the Center are dedicated to public use, and shall not be private streets, and as such, are dedicated to all owners and lessees of lots in the Center for the reasonable use and enjoyment of their properties, including the free use thereof for the installation, maintenance, and operation of public utilities. Owners of tracts may construct interior private roadways that connect to public streets upon approval of a site plan by Roanoke County.

## B. Buildings

1. Siting and Location: Buildings shall be located on the site such that the development establishes an attractive and functional arrangement of buildings and parking and enhances the natural and man-made features of the Center. Buildings shall be sited on the property to relate to primary street(s) in the Center. Building setbacks shall be consistent with established zoning regulations and shall consider relationships to buildings on adjacent properties, particularly as it may affect views and street appearances.
2. Height: Building height shall be as set forth by the Roanoke County Zoning Ordinance, as amended. Proposed building heights shall consider relationships to adjacent building heights, natural features and scenic vistas. Variable building heights are encouraged.
3. Design: All development shall meet the following design standards for exterior facades, materials, appurtenances and equipment.

(a) General Building Design:

The architectural composition, scale, elements, and details of a building shall relate to the site's natural features and character of the surrounding area and development. Landscaping shall be an integral component of the exterior design of any building. All buildings shall minimize potential impacts from noise, light, and traffic.

(b) Building Facades and Materials:

Buildings shall employ various architectural forms to create visual character and interest. Buildings shall be segmented with distinct masses of vertical and horizontal elements to minimize bulkiness. Front building facades and those facing public streets shall be designed to exhibit attractive architectural features, materials, dimensions and symmetry.

Brick, stone, architectural masonry and glass are the preferred exterior materials. Two or more colors are encouraged to highlight architectural details and materials. Building walls are encouraged to be variable and not consist of expansive surfaces without a physical and visual break.

Building entries shall be clearly visible and articulated using architectural features, elements and materials. Windows shall be visible on all publicly-oriented building facades. The size and location of windows shall relate to the scale and proportions of the building elevation on which they are located.

Roofs shall be designed to be an integral component of the architecture of the building. Roof materials shall be non-reflective. Multiple roof lines and offsets are encouraged. Also, roof designs are encouraged to incorporate “green” technologies, as recommended by LEED standards.

Planned expansion or renovation for all buildings or structures must meet or exceed the quality of the initial structure.

(c) Building Appurtenances and Equipment:

Where required, roof mounted equipment and vents shall be located in an inconspicuous location and shall be reasonably screened from public street views by painted panels, opaque screens, or other effective methods. All exterior equipment shall be designed to minimize noise and shall include appropriate insulation materials or technologies to control outside noise. Exposed features such as gutters, downspouts, vents, towers, etc. shall be designed to match the color of surfaces to which they are attached.

(d) Damaged or Destroyed Buildings:

If any building or other improvement in the Center is damaged or destroyed by fire, storm, explosives, or otherwise, then all debris resulting from the damage or destruction shall be cleaned and removed within thirty (30) days of the damage or destruction. If any building or other improvement is to be reconstructed, such construction shall begin within six (6) months of the date of the damage or destruction, or the land shall be graded and restored to substantially the condition, which existed prior to initial construction.

C. Parking, Loading Areas and Docks



Parking for employees shall be located in areas that are removed from the primary public street entrance. Parking for visitors shall be located in close proximity to the main building entrance and shall be setback from the public street so as to not interfere with or detract from the primary street views of the building. All parking areas shall be landscaped both internally and externally to enhance the architecture of the building, the site, and the Center. Loading areas and docks shall be located in areas not visible from public streets and shall be appropriately screened and landscaped.

D. Utilities

All utilities shall be located underground, unless the type of service necessary for normal activities of the industry or business shall prohibit underground installation. All development shall be served by public water and public sewer systems. Low-impact design (L.I.D) methods of managing storm water shall be considered in designing the development. All storm water management areas shall be landscaped appropriately and maintained. Management areas and drainage channels shall blend with the landscaping of the site and incorporate natural materials and vegetation.

E. Wastes

No external waste treatment or storage facilities are permitted. Bulk containers for trash are permitted, provided they are constructed in accordance with the standards for accessory structures.

F. Lighting

All lighting in the Center shall be in accordance with lighting standards established in the Roanoke County Zoning Ordinance, as amended. All lighting in the Center shall be directed inward toward the building/site, and shall be shielded and directed downward to control extraneous light or glare. All light shall be contained within property boundaries. Where development is located adjacent to buffers and residential properties, dark/night sky friendly lighting using full cutoff lighting fixtures is encouraged so that there is no direct light upward and no glare.

Lighting of parking lots, loading/unloading areas and access ways shall be no greater than 25 feet in height, and kept to the minimum necessary for direction and safety during operating hours. Walkways and building entries are encouraged to have ground level lighting or pedestrian scale lights not exceeding 15 feet in height.

G. Accessory Structures

1. Walls and Fences: Walls and fences shall complement the architecture of the building and shall be of materials that architecturally enhance the building and the Center. Where fencing is needed, decorative metal fencing is preferred; chain-link fencing may be allowed if approved by the localities. Where retaining walls are required in the front yard or where they are visible from public areas, wall materials shall be stone or finished masonry. Retaining walls higher than 8 feet are discouraged. Long expanses of wall surfaces shall be offset and be appropriately landscaped. As an alternative to traditional retaining walls, “green walls” consisting of architectural concrete block, covered with a rapidly-growing groundcover, may be permitted in less visible areas. Terraced wall systems are encouraged supplemented with plantings on the flat terraces.
2. Outbuildings: All accessory buildings shall be consistent with the architecture of the primary building. Accessory buildings shall be located behind the primary building or shall not be visible from public streets unless approved by the localities.
3. Trash Enclosures: Areas for trash collection shall be accessible for service. All trash areas shall be fully enclosed and screened from view by opaque fencing and supplemental landscaping. Enclosures must be architecturally consistent and compatible with the design of the primary building.

#### H. Outside Storage

No materials, supplies or equipment shall be stored on property except inside a building or behind a visual barrier which screens the stored matter from view from streets and adjoining sites.

#### I. Landscaping

Property and building designs shall include appropriate trees, shrubs, open grass areas, and flowers to enhance development and the Center. Properties shall be developed in accordance with the screening and landscaping provisions of the Roanoke County Zoning Ordinance, as amended. Trees are encouraged along street frontages, in parking areas and adjacent to buildings to complement the building scale. Landscaping shall be used to define entrances to buildings and parking areas, as well as screen accessory structures, loading areas and outdoor equipment areas. Planting islands should exhibit a well-maintained, finished appearance.

#### J. Signs

No more than two primary signs per business may be erected on a property. One sign may be attached to the face of the primary building and one may be erected as a ground monument sign. The sign shall be designed to be integrated and coordinated with the building to complement the building design in scale, color and materials.

The building sign shall not exceed 150 square feet in size or ten percent of the front façade, whichever is less. The ground monument sign shall not exceed 60 square feet in size and shall not exceed ten (10) feet in height. Ground monument signs may have two faces. Ground monument signs shall be setback a minimum of 25 feet from the front property line. Signs shall not include any motion devices or changing text. Roof signs and portable signs are not permitted.

Directional signs shall be located as necessary to direct visitors, customers and employees to designated parking or loading areas. Directional signs shall be 3 square feet or less in size. Temporary signs for the purposes of construction activity or the sale of real estate shall be as permitted by the Roanoke County Zoning Ordinance, as amended. No other temporary signs are permitted.

K. Temporary Construction Structures and Utilities:

Construction activities shall be in accordance with all applicable federal, state and local land disturbing regulations. Site access shall be restricted to one location on the public street. Temporary construction structures, portable offices and other related facilities shall be maintained in good condition and arranged in a compact and organized manner on the site. Facilities shall be situated so that they are unobtrusive and attractive when seen from the road or adjacent properties. All temporary structures and portable facilities shall be removed upon the completion of construction activity and before permanent occupancy of the building. All temporary construction utilities shall be in a single, unobtrusive alignment. Distribution to the various areas of construction shall be from an approved, on-site location.

Areas for the storage of construction equipment and materials shall be coordinated and be visually unobtrusive from the public road and adjacent properties. Mobile equipment shall be aligned in an orderly manner at the end of each work day. Construction debris shall not be allowed to accumulate during construction. It shall be removed daily or located in a visually screened place if debris is to be removed less frequently. Open burning of debris is not permitted. After construction is complete, any temporary barriers, surplus materials, and all trash and debris shall be removed from the site. All backfill materials shall be cleared of any building materials, stone, or debris.

WITNESS THE FOLLOWING SIGNATURES:

TOWN OF VINTON:

[Signature]  
\_\_\_\_\_  
TOWN MANAGER  
Title

COUNTY OF ROANOKE:

B. Clayton Goodman, IV  
\_\_\_\_\_  
County Administrator  
Title

CARDINAL GLASS CORPORATION

Thomas Hale  
\_\_\_\_\_  
Plt. Manager  
Title

STATE OF VIRGINIA  
COUNTY OF ROANOKE:

The foregoing Development Guidelines and Protective Covenants were acknowledged before me this 7<sup>th</sup> day of July, 2011, by Christopher Lawrence Mayor of the Town of Vinton on behalf of the Vinton Town Council.

Glenna O. Ratcliffe Glenna O. RATCLIFFE  
(Notary Signature) (Notary Printed Name)

My Commission expires : 7-31-11, Registration # 226575

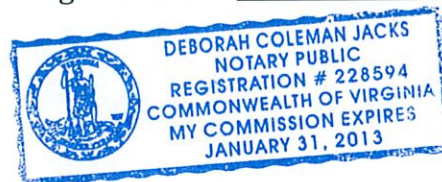


STATE OF VIRGINIA  
COUNTY OF ROANOKE:

The foregoing Development Guidelines and Protective Covenants were acknowledged before me this 12th day of July, 2011, by B. Clayton Goodman, III of the County of Roanoke on behalf of the Board of Supervisors of Roanoke County, Virginia.

Deborah C. Jacks / Deborah C. Jacks  
(Notary Signature) (Notary Printed Name)

My Commission expires : 1/31/2013, Registration # 228594



STATE OF VIRGINIA  
COUNTY OF ROANOKE:

The foregoing Development Guidelines and Protective Covenants were acknowledged before me this 11 day of July, 2011, by Thomas Harkema, of Cardinal Glass Corporation.

Darleen R. Bailey / Darleen R. Bailey  
(Notary Signature) (Notary Printed Name)

My Commission expires : 6/30/2014, Registration # 7030877

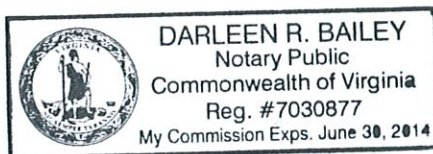
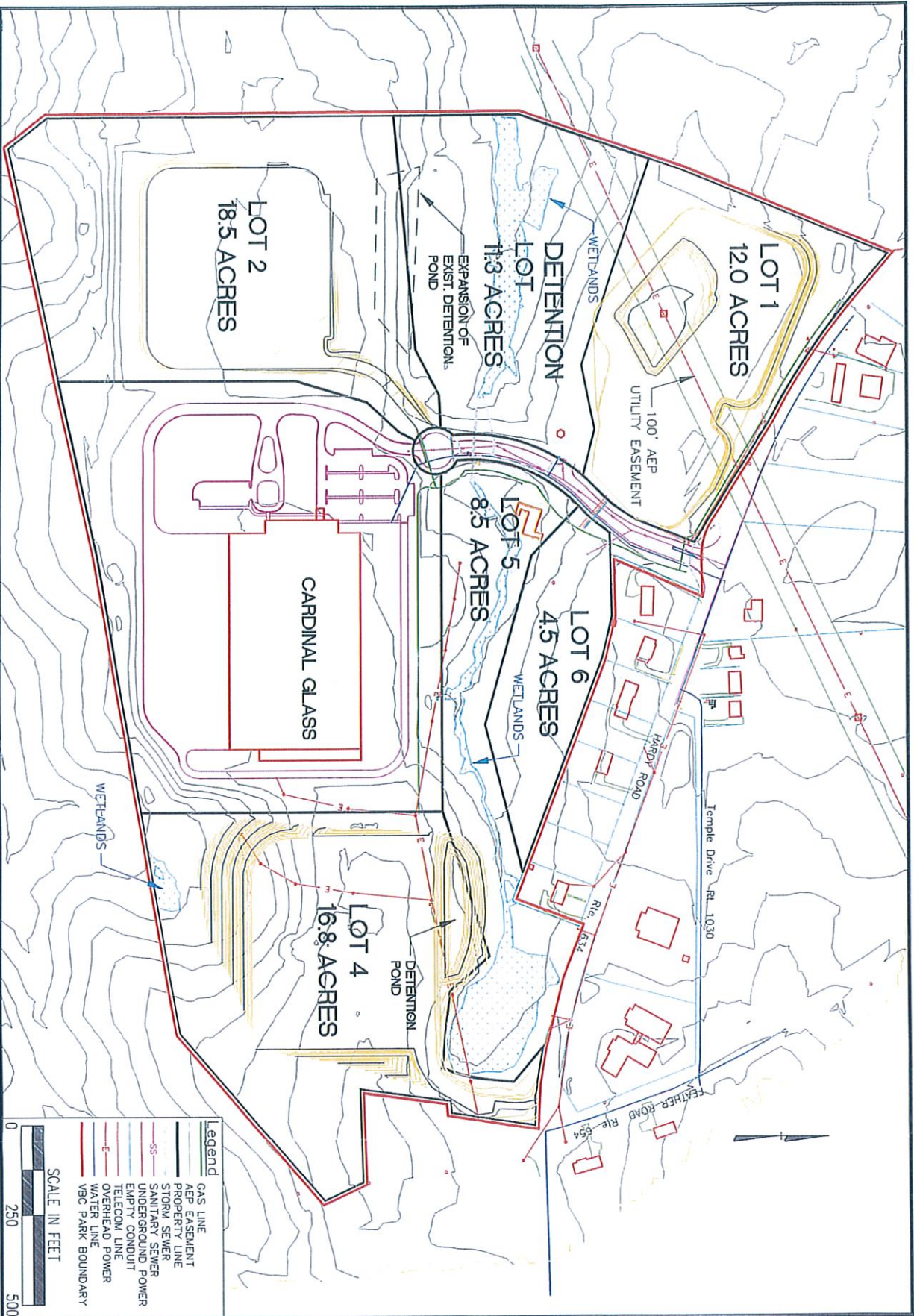




EXHIBIT "A"



**Mattern & Craig, Inc.**  
 CONSULTING ENGINEERS • SURVEYORS  
 701 FIRST STREET, S.W.  
 ROANOKE, VIRGINIA 24016  
 (540) 345-3342  
 (540) 345-7691 FAX

VINTON BUSINESS CENTER  
 MASTER PLAN  
 TOWN OF VINTON, VIRGINIA

Designed By	RPK	Date	4/8/10
Drawn By	RPK	Scale	1"=250'
Checked By	BCC	Comm No.	1955EX
		Sheet No.	2