



PLANNED UNIT DEVELOPMENT REGULATIONS

Applicability of Regulations

These regulations, along with the Master Development Plan, shall govern development and land uses in the Oakbrooke Business & Technology Center. Unless expressly waived or varied herein, all applicable provisions in the Chesapeake Zoning Ordinance shall continue to be in full force and effect within the P.U.D. The administration, interpretation, modification and enforcement of these regulations and the Master Development Plan shall be governed by Article 11 of the Chesapeake Zoning Ordinance.

Declaration of Easements, Covenants, Conditions & Restrictions

The applicant/owner agrees that it shall establish a Property Owner's Association in accordance with the following provisions. The purpose and intent of these provisions is to promote the shared maintenance and enjoyment of all common areas, landscape easements, and the continuity of the built environment within the development.

ARTICLE I

Common Property

Section 1. **Title.** The Common Property shall be such portions of the Property as are subjected to the Lake Easement or as are otherwise designated as Common Property by Declarant herein or hereafter from time to time by recording an appropriate map or Supplemental Declaration in the land records of the City. Provided, however, after a Lot is conveyed to an Owner by Declarant, no portion of such Lot may be designated thereafter as Common Property unless such Owner consents in writing. The Common Property may include, without limitation, entrances, entrance features, walls and fences, permanent signage, bridges, medians, streets and all drainage facilities, lakes, ponds, retention ponds, greenways, jogging trails, recreational areas and other lands which are not maintained by any governmental body.

Section 2. **Owners' Rights.** Every Owner shall have a nonexclusive, perpetual right and easement of enjoyment in and to the Common Property which shall be appurtenant to this Declaration and title to each Lot, provided such use shall be subject to the terms and provisions of this Declaration, the terms and provisions of the bylaws of the Association and the rules and regulations adopted from time to time by the Association.

ARTICLE II

Membership

Section 1. Members. Every person or entity who is an Owner of any Lot which is included in the Property shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Classes of Membership. The Association shall have two classes of membership:

- (a) Class A. Class A Members shall be all Owners, except for Declarant prior to termination of its Class B membership. If, however, Declarant owns one or more Lots upon or after the termination of its Class B membership, then Declarant shall become a Class A Member relative to such Lot(s) then owned.
- (b) Class B. The Class B Member shall be Declarant and its successors or assigns (as Declarant) hereunder. The Class B membership shall terminate and cease upon the first to occur of the following: (i) the time at which the final Plans for the initial development of the last Lot in the Property has been approved by the Architectural Review Committee; (ii) such time as Declarant or Declarant's successor or assign (as Declarant) has conveyed all of its interest in the Property; (iii) December 31, 2017 with an option exercisable by the Declarant in its sole discretion to extend until December 31, 2018 ; or (iv) voluntary termination of the Class B membership by Declarant.

ARTICLE III

Declarant's Assessments & Maintenance

Section 1. Exemption. Declarant and all portions of the Property owned by Declarant shall be exempt from all assessments and the liens therefore of every type, except as hereinafter provided.

Section 2. Contribution by Declarant Declarant agrees to maintain the Common Property as herein provided, and to pay the cost thereof, until the termination of the Class B membership. Upon the termination of the Class B membership, Declarant shall pay assessments, only if, and to the extent, it is a Class A Member of the Association.

ARTICLE IV

Construction of Improvements & Uses

Section 1. Permitted Uses. The Property and Lots therein may be used for all permitted uses as illustrated and periodically updated within the Chesapeake Zoning Ordinance for the (M-1) and (O & I) districts, and approved by the Architectural Review Committee in the manner hereinafter provided. However, in no event shall the following uses be permitted, to wit:

(M-1) Light Industry Uses

- All “Construction” uses listed in the (M-1) district with the exception of Special Trade Contractors.
- All “manufacturing” uses listed in the (M-1) district as conditional.
- “Transportation, Communication, and Utility” uses listed as Motorfreight Transportation and Warehousing, Petroleum Bulk Stations, Liquefied Petroleum Gas Production and/or distribution, Solid Waste Management Facilities.
- All “Wholesale Trade” uses listed as Automobiles and Other Vehicles, Tires and Tubes (outside storage), Junk and Salvage Yards, Lumber and other construction materials, Scrap and Waste Material, Hazardous Chemicals.
- All “Retail Trade” uses listed as Lumber and Building Materials, Retail Nurseries, Mobile Home Dealers, Motor Vehicle Dealers, Boat Dealers, Recreational Vehicle Dealers, Motorcycle Dealers, Fuel Oil Dealers, Cemeteries.
- All “Services” uses listed as Motor Vehicle Repair and Services, Towing Services, Race Track Operation, Sexually Oriented Business.
- “Public Administration” uses listed as Correctional Institutions.

(O & I) Office & Institutional Uses

- “Retail Trade” uses listed as Cemeteries.
- “Public Administration” uses listed as Correctional Institutions.

Section 2. Approval of Development. Before commencing the construction, reconstruction, relocation or alteration of any buildings, additions, enclosures, fences, loading docks, entrance ways, exit ways, curb cuts, parking facilities, storage yards or any other Structures or permanent improvements on any Lot, the Owner shall first submit its building plans, specifically, site and landscape plans, and an elevation sketch (collectively, the “Plans”) of all improvements to be placed thereon, together with a description of the proposed use of the Lot, to the Architectural Review Committee for its written approval. Plans shall be in such detail and form and shall contain such information as may be required by the Architectural Review Committee, but in any event shall include (i) a site development plan of the Lot showing the nature, grading scheme, kind, shape, materials and location with respect to the Lot, including all Setback Lines, of all Structures and improvements, the location thereof, reference to Structures on adjoining portions of the Property and the number and location of all parking spaces and driveways on the Lot, (ii) a landscaping plan for the Lot, (iii) a signage and lighting plan for the Lot and (iv) a building elevation plan for the Lot showing dimensions, materials and the exterior color scheme. The Architectural Review Committee shall have the right to disapprove any Plans and specifications submitted hereunder because of any of the following:

- (a) Failure to comply with this Declaration and the “Architectural Guidelines”;
- (b) Failure to include information in the Plans as may have been reasonably requested by the Architectural Review Committee;
- (c) Objection to the exterior design, appearance or materials of any proposed Structure or other improvement;
- (d) Objection on the ground of incompatibility of any proposed Structure or use with the existing Structures or uses upon other Lots or other portions of the Property;
- (e) Objection to the location of any proposed Structure upon any Lot or with reference to other Lots;
- (f) Objection to the grading plan for any Lot;
- (g) Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Structures or other improvements;
- (h) Objection to the number or size of parking spaces or the design or location of parking areas proposed for any Lot; or
- (i) Any other matter which, in the judgment of the Architectural Review Committee, would render the proposed improvements or Structures or use inharmonious with the general plan of development and improvement of the Property or with Structures and improvements located upon other Lots or other portions of the Property. In any case in which the Architectural Review Committee shall disapprove any Plans or shall approve same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action is based. In any such event, the Architectural Review Committee shall if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. Upon approval by the Architectural Review Committee of any Plans submitted hereunder, a copy of such Plans, as approved, shall be deposited for permanent record with the Architectural Review Committee.

When an Owner desires for the Architectural Review Committee to review Plans for a Lot, three (3) complete sets of the Plans shall be delivered to the Architectural Review Committee in person or by certified or registered mail, return receipt requested, at the address to be designated from time to time by Declarant or the Association. In the event the Architectural Review Committee shall fail to approve or disapprove the Plans in writing within thirty (30) days after they have been received by the Architectural Review Committee, such approval will not be required and this covenant shall be deemed to have been complied with. Provided, however, and notwithstanding the generality of the foregoing, the Architectural Review Committee has no right or power under this Declaration, to waive or grant any variances relating to any requirements or standards set forth

in this Declaration, including any requirements or standards set forth in the Architectural Guidelines.

Notwithstanding any provision in this Declaration to the contrary, in the event preliminary plans are submitted for the purpose of the schematic or other preliminary approval, approval of the Architectural Review Committee shall not be implied by the passage of time set forth above nor shall any such preliminary approval of preliminary plans or schematics relieve the Owner from its obligation to obtain the approval of the Architectural Review Committee for any subsequent submission of Plans required pursuant hereto.

If the Architectural Review Committee approves Plans, the actual construction in accordance with the Plans shall be the responsibility of the Owner; provided, however, upon the completion of the Structures and prior to occupancy, the Owner shall notify Declarant in writing (by certified or registered mail, return receipt requested) of such completion, who shall have ten (10) days thereafter in which to have the Structures inspected by the Architectural Review Committee to ensure that said Structures have been completed in accordance with the Plans previously approved by the Architectural Review Committee. In the event the Architectural Committee shall fail to approve or disapprove the completed Structures in writing within fifteen (15) days after the receipt of written notice from the Owner (by certified or registered mail, return receipt requested) that the Structures have been completed, such approval shall not be required and these covenants will be deemed to have been complied with in that regard. In the event an Owner has made changes from the original Plans approved by the Architectural Review Committee and such changes were not previously approved in writing by the Architectural Review Committee, the occupancy shall be delayed until necessary corrections to the Structures have been made.

Section 3. Building Setbacks.

- (a) All Lots shall have a Front Setback of forty (40) feet for all Structures (except for signage which complies with the criteria and standards set forth herein, fences, walls, entry features, fountains, and standard or customary above-ground components ancillary to underground utility systems).
- (b) All Lots shall have a Side Setback of 7.5 feet for parking areas.
- (c) All Lots shall have a Side Setback of twenty (20) feet for all Structures (except signage which complies with the criteria and standards set forth herein, flag poles, street lights, fences, walls, entry features, fountains, standard or customary above-ground components ancillary to underground utility systems).
- (d) All Lots shall have a Front Setback of fifteen (15) feet for parking areas.
- (e) All Lots shall have a Rear Setback of twenty-five (25) feet for all Structures (except for signage which complies with the criteria and standards set forth herein), flag poles, fences, walls, entry features, fountains, standard or customary above-ground components ancillary to underground utility systems.

(f) All Lots shall have a Rear Setback of 7.5 feet for parking areas.

Section 4. Parking Area Setback from Front of Structure. All Parking areas or parking lots (except for delivery vehicle parking and drop-off areas) located between the principal building Structure on a Lot and the front boundary of such Lot shall be set back at least fifteen (15) feet from the front of the principal building Structure.

Section 5. Architectural Guidelines. The Architectural Review Committee may promulgate rules and regulations governing the form and content of the Plans to be submitted for approval and, furthermore, may adopt and issue, from time to time, statements of policy and other guidelines, including, without limitation, Architectural Guidelines with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules, site planning, design and development criteria and such statements of policy shall, upon issuance by the Architectural Review Committee, be deemed incorporated herein by reference and may be amended or revoked by the Architectural Review Committee at any time and from time to time, and no inclusion in, omission from or amendment of any such guideline, rule, site criteria or statement, including all or any portion of the Architectural Guidelines, shall be deemed to bind the Architectural Review Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Review Committee's discretion as to any such matter. Notwithstanding anything to the contrary herein, the "Initial Architectural Guidelines" set forth in Exhibit B attached to hereto and incorporated herein by reference are hereby deemed applicable to the Property and no future Architectural Guidelines, or amendments thereto, as may be promulgated from time to time by the Architectural Review Committee shall be less stringent or less restrictive than the Initial Architectural Guidelines set forth in Exhibit B.

Section 6. Architectural Review Committee Composition; Procedures. The Architectural Review Committee shall consist of three (3) members appointed by Declarant, and Declarant is empowered to appoint their successors should a vacancy occur. The names of members of the Architectural Review Committee shall be maintained at Declarant's offices. By Supplemental Declaration, Declarant may delegate to the Association the authority and duty to appoint the Architectural Review Committee, and upon termination of the Class B membership, the authority to appoint the Architectural Review Committee shall automatically be vested in the Association. Notwithstanding any term or provision herein to the contrary, any Supplemental Declaration limited in scope and purpose as provided in this Section may be executed and filed of record by Declarant without any requirement that other Owners approve or execute such Supplemental Declaration.

The affirmative vote of a majority of the membership of the Architectural Review Committee shall be required in order to adopt or promulgate any rule, regulation or guideline or to make any finding, determination, ruling or order to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. However, with regard to review of Plans as prescribed hereunder and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the

entire Architectural Review Committee, each individual member of the Architectural Review Committee shall be authorized to exercise the full authority granted herein to the Architectural Review Committee. Any approval by one such member of any Plans submitted hereunder or the granting of any approval, permit or authorization by one such member in accordance with the terms hereof shall be final and binding. Any disapproval or approval based upon modification or specified conditions by one such member shall also be final and binding, provided, however, that in any such case, any applicant for such approval, permit or authorization may, within ten (10) days after the receipt of notice of any such adverse decision, file a written request to have the matter in question reviewed by the entire Architectural Review Committee which shall soon undertake as soon as reasonably practicable to determine the issue, and in such case, a decision of a majority of the members of the Architectural Review Committee with respect to such matter shall be final and binding.

The Architectural Review Committee may correspond and transact business informally by meeting, telephone, letter or otherwise as is necessary to properly perform its duties hereunder; and, other than the members of the Architectural Review Committee, no other party shall have any right to be present or participate in any meeting or telephone conversation of the Architectural Review Committee or to receive a copy of any letter or other correspondence among members of the Architectural Review Committee.

Neither Declarant nor the Architectural Review Committee shall be liable for any damage, loss or prejudice suffered or claimed by any applicant or third party on account of the approval or disapproval of any preliminary plans, Plans, drawings and specifications, whether or not defective, the construction or performance of any work, whether or not pursuant to approved Plans or development of the Property.

Section 7. Architectural Review Fees. The Architectural Review Committee may charge and collect a reasonable fee for the examination of any Plans submitted for approval pursuant to this Declaration (including, without limitation, out-of-pocket costs paid by the Architectural Review Committee to its third-party architects, engineers, surveyors and attorneys in reviewing and responding to such Plans), which fee shall be payable at the time such Plans are so submitted.

Section 8. Rights of Inspection. Any agent of Declarant, its successors or assigns (as Declarant), or the Architectural Review Committee may, at any reasonable time or times, enter upon and inspect any Lot and any improvements or Structures thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of improvements and Structures thereon and the use or uses conducted thereon are in compliance with the provisions hereof; and neither Declarant, its successors or assigns (as Declarant), nor the Architectural Review Committee, nor any such agent of either, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 9. Temporary Structures. No building or other Structure of a temporary nature shall be allowed on any Lot at any time except that of an Owner's contractors and subcontractors during the period of construction or repair to Structures.

Section 10. Repair and Maintenance. Except for Common Property that is maintained by the Association hereunder, the Owner of each Lot shall continually repair, keep and maintain such Owner's Lot and adjacent Street right-of-way up to the point of the curb line of adjacent Streets and shall repair, keep and maintain all parking lots, drives, driveways, boulevards, and Structures within the boundaries of such Lot in a safe, clean, neat and sanitary condition, and shall comply in all respects with all governmental zoning, health, environmental, fire, and police requirements. Each Owner shall remove at his or its expense any rubbish of any character which may accumulate on such Owner's Lot. During construction of any Structures on any Lot, the Owner thereof shall keep any construction site free of unsightly accumulation of trash, debris, rubbish and scrap materials; and construction materials, trailers, shacks and the like employed in connection with such construction shall be kept in a neat and orderly manner at all times.

The Association and the Architectural Review Committee will adopt and promulgate maintenance standards and guidelines with respect to the landscaping and natural terrain located within the boundaries of each Lot. At a minimum, each Owner is required to maintain its Lot to a standard of quality at least equal to that standard observed by the Association in maintaining the Common Property. In the event any Owner fails to observe required maintenance standards with respect to such Owner's Lot, the Association shall provide written notice thereof to the Owner, and the Owner shall have a period of thirty (30) days after receipt of such written notice within which to commence in a reasonable and expeditious fashion the correction of such maintenance deficiencies. If said deficiencies are not corrected within a reasonable period of time, the Association reserves the right to enter upon the Lot, correct the deficiencies and charge or assess the Owner of the Lot for the costs thereof. The Owner shall pay said charges within ten (10) days after the date of the Association's statement to the Owner for the costs of correcting said deficiencies.

Section 11. Dirt, Dust and Waste Discharge. No use of the Property or Lots therein will be permitted which emits dust, sweepings, dirt or cinders into the atmosphere or discharges liquid, solid wastes or other harmful matter into any stream, river, pond, lake or other body of water which, in the opinion of the Architectural Review Committee, may adversely affect the health, safety, comfort of, or the intended property use by, persons within the area.

ARTICLE V

Common Property Easements Reserved

- (a) Landscaping Easement. There is reserved for the benefit of the Association an exclusive perpetual easement to maintain landscaped and natural areas upon and over those certain strips or bands of property of up to twenty (20) feet in width over each Lot and running contiguous and parallel with the margin of the right-of-way of the Street(s) contiguous with the Lot boundary(ies) of each Lot. The Association may exercise its option of exclusive maintenance of landscaped and natural areas within said areas: (a) continually or from time to time and (b) with respect to all Lots or selected Lots, all as the Association may determine; and all expenditures incurred by the Association in

connection with the exercise of such option shall be assessed hereunder by the Association as part of Common Property maintenance costs.

(b) Lake, Drainage, Sidewalk and Jogging Trail Easement. The following easements are reserved for the benefit of the Association as Common Property easements:

- (i) Perpetual drainage easements within the boundaries of the Lake Easement.
- (ii) A perpetual easement for sidewalks and jogging trails which shall be located between the edge of the lake and the boundary of the Lake Easement. All sidewalks within this development to be located within public rights-of-way shall be concrete. All sidewalks within this development to be located within common areas shall be asphalt and constructed in a phased manner to be prescribed by the Architectural Review Committee.

All expenditures incurred by the Association in connection with maintaining and operating the lakes and other improvements within the Lake Easement area shall be assessed hereunder by the Association as part of Common Property maintenance costs.

(c) Signage and Entry Feature Easement. There is reserved for the benefit of the Association a perpetual easement over, across and upon the areas more particularly described on Exhibit D attached hereto and incorporated herein by reference (collectively, the "Signage and Entry Feature Easement") for purposes of installing, constructing, reconstructing, operating, maintaining, repairing, replacing and removing (i) signage (including associated lighting) for the purpose of identifying and promoting the development commonly known as Oakbrooke Business & Technology Center, (ii) "statement pieces" associated with Oakbrooke Business & Technology Center, (iii) entrance walls, fences and other similar facilities, (iv) landscaping features and plantings and irrigating facilities, and (v) underground utility lines and facilities necessary or appropriate to service the foregoing improvements installed and maintained from time to time within the Signage and Entry Feature Easement. All expenditures incurred by the Association in maintaining the foregoing improvements within the Signage and Entry Feature Easement shall be assessed hereunder by the Association as part of Common Property maintenance costs.

ARTICLE VI

- (i) Powers of Association. Until the Association is formed or otherwise organized Declarant reserves the right to exercise all of the rights and powers of the Association in its place and stead, including, without limitation, the right to levy and collect dues and assessments.
- (ii) Rezoning. For a period of twenty (20) years from the date hereof, no Owner or contract purchaser of any Lot shall apply for rezoning, changes or proffers, special use permits or special exceptions for any part of the Property without prior written consent of Declarant or the Association, which consent may be granted or withheld in their sole discretion.

- (iii) Re-subdivision. No Owner may subdivide any Lot as initially conveyed by Declarant without the prior written consent of Declarant or the Association, which consent may be granted or withheld in their sole discretion. However, Declarant may provide for the right of an Owner to subdivide a Lot in the deed conveying such Lot, and such approval shall remain effective for a period of time specified in such deed.

EXHIBIT B

INITIAL ARCHITECTURAL GUIDELINES INTRODUCTION

These Guidelines are designed to establish several ways and means of providing for the orderly and attractive development of the Property and are intended to aid in preserving and enhancing the value thereof. Defined terms used in these Guidelines, as indicated by the capitalization thereof, shall have the respective meanings ascribed to such terms in the Chesapeake Zoning Ordinance.

The Architectural Review Committee is the reviewing body which interprets proposals for Plans and the compatibility of various Owners' Plans with the overall general plan of development of the Property. The Architectural Review Committee is concerned with aesthetics, maintenance and operational aspects of the Property, and it is the responsibility and purpose of the Architectural Review Committee to administer the development criteria and procedures, including these Guidelines.

PURPOSE

The primary objectives in establishing these Guidelines are:

- To protect property values and enhance each Owner's investment by ensuring a well-planned and maintained development within the Property;
- To provide a harmonious relationship among all Structures and other improvements located within the Property;
- To minimize disturbing influences on adjacent or neighboring property; and
- To contribute to a favorable environment for the Property and the Owners or occupants located therein.

These Guidelines are designed to be both general and specific so that a set of standards can be identified for each Lot.

Notwithstanding anything to the contrary herein, nothing contained in these Guidelines shall take precedence over more rigid or stringent requirements imposed by federal, state and local laws, ordinances and regulations applicable to the Property and the development thereof. In the event of a conflict between the provisions of these Guidelines and such laws, ordinances and regulations, the most rigid and stringent requirements shall control.

DESIGN, REVIEW AND APPROVAL PROCEDURE

Initial Submission of Schematic Design. Before the submission of final, fully completed Plans, each Owner shall first submit schematic design plans (“Schematic Plans”) for preliminary review by the Architectural Review Committee. Schematic Plans shall include a general site plan for the Lot which identifies or illustrates Setback Lines, exterior elevations, a general description of building materials to be used in construction of buildings, Structures and other improvements and floor plans for all Structures or other building improvements. The Architectural Review Committee shall review and approve or comment upon such Schematic Plans within fifteen (15) days following the Owner’s submission of the same. If the Architectural Review Committee provides any comments or otherwise disapproves of any part or portion of said Schematic Plans, the Owner shall respond in writing or by the submission of modified Schematic Plans, within fifteen (15) days of receipt of the Architectural Review Committee’s comments or objections. The Owner shall submit triplicate counterparts of the Schematic Plans. The Architectural Review Committee shall return one (1) set of the Schematic Plans with its comments.

Fees and Charges. At the time plans are submitted to the Architectural Review Committee for review, the submitting party shall pay to the Architectural Review Committee an estimated review fee (the amount of which is to be determined by the Architectural Review Committee) to cover the actual out-of-pocket costs incurred by the Architectural Review Committee in reviewing and responding to such Plans (including, without limitation, out-of-pocket costs paid by the Architectural Review Committee to its third-party architects, engineers, surveyors and attorneys in reviewing and responding to such Plans). Provided, however, such third-party costs shall be reasonable. In the event that the actual third-party out-of-pocket costs incurred by the Architectural Review Committee in connection with reviewing and responding to such Plans is less than the estimated fee paid in advance by the party submitting such Plans, the Architectural Review Committee shall refund the overage amount to the submitting party. In the event the actual third-party out-of-pocket costs (subject to the limitations set forth above) incurred by the Architectural Review Committee in connection with reviewing and responding to such Plans is more than the estimated fee paid in advance by the party submitting such Plans, the party submitting such Plans shall pay such deficit amount to the Architectural Review Committee upon demand. The Owner will be responsible for the cost of all permits and other fees incurred by the Owner in connection with its construction of Structures and improvements upon the Lot and all development thereof.

SITE DEVELOPMENT STANDARDS

In connection with both Schematic Plans and final Plans, as well as with respect to the ultimate construction of Structures and improvements upon Lots, the Architectural Review Committee will require compliance with the site development standards hereinafter described.

Site Work and Grading. The Architectural Review Committee will require that no less than twenty-five percent (25%) of each Lot be left as either natural terrain or maintained as landscaped area. Grading of the Lot must be undertaken in order to avoid trespass or other adverse impact upon other portions of the Property and to avoid excessive “cuts” of the natural terrain of the Lot. A slope ratio of no greater than 2:1 generally shall be required and no grading shall be permitted within the Setbacks without prior written approval of the Architectural Review Committee. Retaining walls shall be constructed of materials compatible with the exterior of Structures and other improvements and the location and general description of same shall be

included in the Plans to be submitted to the Architectural Review Committee for approval. All berms, channels or swales to be installed or located upon a Lot must be undertaken in a manner which will be designed to integrate with the natural terrain and graded or paved portions of the Lot to the maximum extent possible.

Setbacks. Setbacks for each Lot shall be as follows:

	<u>TYPE OF SETBACK</u>	<u>DISTANCE OF SETBACK</u>
1.	Front Setback on Lots for Structures (except for signage, flag poles, fences, walls, entry features and fountains)	40 feet
2.	Front Setback Lots for parking areas	15 feet
3.	Side Setback on Lots for Structures (except for signage, flag poles, fences, walls, entry features and fountains)	20 feet
4.	Side Setback on Lots for parking areas	7.5 feet
5.	Rear Setback on Lots (except for signage, flag poles, fences, entry features and fountains)	25 feet
6.	Rear Setback on Lots for parking areas	7.5 feet
7.	Setback of parking areas (except for delivery vehicle parking and drop-off areas) located between the principal building Structure and the front boundary of the Lot	15 feet from front of the principal building Structure

The Association shall have the option to maintain up to twenty (20) feet of the Front Setback directly adjacent to the right-of-way or Street margin on any or all of the Lots in order to maintain a general plan of “green spacing” for the entire development located within the Property.

Parking. All Parking areas located upon any Lot shall be designed and paved in a manner to integrate with existing terrain or areas to be landscaped within the boundaries of the Lot. The internal green area requirements shall be in accordance with Chapter 19 of the Chesapeake Zoning Ordinance.

Pavement. Except as provided below, all roads and driveways on any Lot shall be surfaced with bituminous paving with a minimum thickness of six (6) inch base, one (1) inch binder and one (1) inch topping; and all parking areas on any Lot shall be surfaced with a bituminous paving with a minimum thickness of four (4) inch base, one (1) inch binder and one (1) inch topping. Concrete paving may be used for loading pads or other similar areas on Lots, and any such concrete paving shall have a minimum thickness of a four (4) inch stone base and a four (4) inch concrete topping. All parking space delineation or similar markings on the pavement shall be painted white or green.

Service Areas. No loading, service or outside storage area shall be permitted between the front of the primary building or Structure to be located upon the Lot and the front Street boundary, and all loading and material handling areas shall be located to the rear or the side of the primary

building or Structure to be located upon the Lot; provided, however, the Architectural Review Committee may permit an Owner to install or construct loading, service and outside storage and materials handling areas where same would otherwise be prohibited if the Owner proposes and installs or constructs sufficient berming, natural vegetation or compatible screening of such areas from Lots and Streets and rights-of-way in the vicinity of or adjacent to the Lot upon which same are located. Exterior areas which must be secured for safety or security purposes shall be located between the rear exterior of the primary Structure or building and the rear boundary of the Lot. All loading, service or outside storage areas shall be screened from the view of Streets, rights-of-way and other Lots with screening at least eight (8) feet in height. The location of all fences or walls to be constructed upon the Lot shall be included within the Plans to be approved by the Architectural Review Committee.

All designed areas outside of the exterior of the Structure and improvements must be clearly designated upon the Plans to be reviewed by the Architectural Review Committee.

Exterior Lighting. All lights for purposes of illuminating parking lots located upon each Lot shall not exceed thirty (30) feet in height. All parking lot lights shall be installed on bronze anodized aluminum poles and shall cast sodium lighting. The location of all lights for signage or illumination of the exterior of Structures to be located upon the Lot and lights installed as part of the security for the Structures must be identified and located upon the Plans and is subject to the approval of the Architectural Review Committee. Metal halide lighting will be permitted in conjunction with certain building materials, such as reflective glass curtain walls.

GENERAL ARCHITECTURAL DESIGN STANDARDS

Prohibited Materials. The use of materials such as corrugated metal or pre-engineered metals installed with exposed or concealed fasteners is prohibited in connection with the construction of the exterior of any Structures or other improvements. Subject to the approval of the Architectural Review Committee, the use of pre-engineered metal panel systems with concealed fasteners, pre-cast concrete panels and other forms of architectural concrete approved by the Architectural Review Committee will be permitted. In its review of Plans, the Architectural Review Committee intends to require materials used in connection with the exteriors of buildings or other Structures to be of high quality and compatible in design and material components with all other Structures within the Lot.

Exterior Equipment. Exterior equipment, such as storage tanks, cooling towers, transformers, antennae, electronic receivers and other similar equipment and facilities, including those located upon the roofs of Structures, shall be (i) screened in a manner approved by the Architectural Review Committee from pedestrian and vehicular view from the Streets, rights-of-way, sidewalks and other Lots in the vicinity of or adjacent to the Lot upon which they are located or (ii) located upon the Lot subject to the approval of the Architectural Review Committee so as to minimize, to the extent reasonably practical, visibility from Streets, rights-of-way, sidewalks and other Lots in the vicinity of or adjacent to the Lot upon which they are located. The materials used for screening shall be compatible in architectural and aesthetic design with the building materials employed in construction of the primary Structure and other improvements located upon the Lot.

Licensed Architect or Engineer. All Plans submitted for review and approval by the Architectural Review Committee shall be prepared under seal by an architect, landscape architect, or engineer licensed to practice in the Commonwealth of Virginia.

SIGNAGE STANDARDS

Only one (1) temporary sign may be erected on a Lot prior to and during construction of Structures and improvements thereon, unless additional temporary signs are approved by the Architectural Review Committee. After construction is substantially complete, temporary signs shall be promptly removed and may be replaced with a single permanent building identification sign, unless additional permanent building identification signs are approved by the Architectural Review Committee. Each building identification sign will be constructed of standard materials prescribed by the Architectural Review Committee and shall be uniform throughout the Property. Unless the prior written approval of the Architectural Review Committee is obtained, no building identification sign shall be attached to any Structure or building located upon a Lot, and each building identification sign shall be freestanding and located in a manner intended to provide ready identification from Streets or other rights-of-way located within the Property. Subject to applicable governmental regulations, all directional signs and traffic control signage located throughout the Property shall be designed in a manner consistent with the requirements for building identification signage adopted by the Architectural Review Committee. "Leasable space signage" shall be subject to the review and approval of the Architectural Review Committee.

The Plans submitted for approval pursuant to the requirements set forth above and in the Declaration shall identify the location of the permanent building identification sign, if any, which the Owner desires to locate upon the Lot. Relocations of permanent building identification signs are subject to approval by the Architectural Review Committee. In addition, the location, style, graphics, and other features and characteristics of temporary signs, directional signs and traffic control signs are subject to approval by the Architectural Review Committee.

LANDSCAPE STANDARDS

The Architectural Review Committee intends for landscaping and natural terrain to be maintained and controlled in order to provide a uniform and compatible appearance of unimproved areas located throughout the Lots and the Property. As required above and in the Declaration, the Plans to be submitted to the Architectural Review Committee for approval will include a landscaping plan as well as specifications for grading the Lot. As set forth in the Declaration, the Association reserves the right of exclusive maintenance within an area of up to twenty (20) feet running from the front boundary line of each Lot and within the boundaries of said Lot as is more particularly provided in the Declaration. Plans submitted for approval will address issues relating to erosion and sedimentation control, temporary drainage, sloping, the location of utilities, clearing of the Lot in conjunction with construction of Structures and improvements and disturbance to the existing terrain. To the extent reasonably practicable, each Owner will be required to employ berming in conjunction with landscaping in order to screen parking and vehicular turn areas. After the completion of construction of Structures and improvements upon any Lot, any additional landscaping site work desired to be undertaken by the Owner which is not contained in the approved Plans must be submitted to the Architectural Review Committee for approval prior to the commencement of such work.

All landscaping plans and specifications are to be prepared by licensed individuals with training in the preparation of such plans and specifications. Open areas not occupied by Structures or paved areas shall be drained, graded and landscaped with lawn, trees and shrubs in an approved manner. Areas set aside as natural areas shall also be maintained in an approved manner. All dead plant materials must be removed and all unsightly understory material shall be stripped away to permit growth of existing vegetation and trees. All graded areas adjacent to

natural or buffer areas shall be graded in such a manner that natural drainage patterns are preserved.

GENERAL MAINTENANCE STANDARDS

Except for Common Property that is maintained by the Association, each Owner is responsible for maintaining such Owner's Lot in a neat, sightly, and well-kept manner. The Association shall be responsible for enforcement of maintenance standards throughout the Property and will take such steps as are necessary in order to require Owners to adhere to appropriate standards. At a minimum, each Owner shall be responsible for the maintenance of such Owner's Lot to a standard and quality of maintenance observed by the Association with respect to its maintenance of the Common Property.

Each Owner shall be responsible for the timely removal of diseased or dead growth and the replacement of same, subject to reasonable requirements for planting and growth.

Each Lot may be subject to a lien in the event its Owner, after required notice, fails to maintain the Lot in accordance with uniform standards promulgated by the Association.

WAIVER OF MINOR VIOLATIONS

In addition to the approval of Plans and other matters herein set forth, the Architectural Review Committee shall have the right to waive minor violations and allow minor variances (a) with respect to Setbacks when topographical or unique Lot configuration considerations so require or (b) when the same (whether a Setback violation or some other violation) resulted unintentionally or without gross carelessness on the part of any Owner and are not materially harmful to the Property. If such a waiver is granted in writing, then thereafter such matters so waived shall no longer be deemed a violation of the Declaration and these Guidelines. No variance granted pursuant to the authority herein contained shall constitute a waiver of any provisions of the Declaration or these Guidelines as applied to any other person, Owner, Lot or property.

Notwithstanding anything to the contrary herein, the Architectural Review Committee is expressly authorized to waive height, length, distance or other requirements of the Declaration or these Guidelines up to ten percent (10%) of the minimum required herein or therein. However, no variance granted pursuant hereto shall constitute a waiver of any provision of the Declaration or the Guidelines as applied to any other person, Owner, Lot or property.