

SOUTHPOINT BUSINESS PARK

Prince George, VA

Restrictive Covenants

The attached RESTRICTIVE COVENANTS FOR SOUTHPOINT BUSINESS PARK on this ____ day of _____, 2021, are acknowledged and incorporated into the Standard Commercial/Industrial Building Lease, executed on _____, 2021 by and among SI Virginia II, LLC (“Lessor/Seller”), and Serena & Lily, Inc., hereinafter referred to as the “Lessee/Owner.”

WITNESSETH

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Lessor/Seller hereby declares that all of the Premises described in the Lease shall be held, to the following recorded restrictions, covenants, and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the Premises (as defined in the Lease), and be binding on all parties having any right, title or interest in said Premises or any part thereof, and their heirs, executors, administrators, successors, and assigns, and shall inure to the benefit of each Lessee/Owner thereof. The covenants, conditions, and restrictions set forth in these Restrictive Covenants shall be binding and shall form a part of the Lease or Contract of Sale, as applicable.

Acknowledged and accepted by:

Lessee/Owner

Date

Lessee/Owner

Date

SI Virginia II, LLC

By: _____
Brenda S. Starwalt, President

Date

Prepared By and Return To:
Hollingsworth, G.P.
Two Centre Plaza
Clinton, TN 37716

Tax Map Nos.: See Exhibit A

**SUPPLEMENT TO
THE SOUTHPOINT BUSINESS PARK
RESTRICTIVE COVENANTS
FOR VACANT LAND AND UNLEASED BUILDINGS**

This Supplement to the Southpoint Business Park Restrictive Covenants for Vacant Land and Unleased Buildings (the "**Supplement**") is entered into this 20th day of September, 2018, by and among **Joe A. Hollingsworth, Jr. a/k/a Joseph A. Hollingsworth, Jr.**, being the original developer, owner and creator of the SouthPoint Business Park (the "**Declarant**") and doing business as the Hollingsworth Companies which includes **Hollingsworth, G.P.**, a Tennessee general partnership, **Summit Properties Partnership**, a Tennessee general partnership, and **Summit Investments Southeast**, a Tennessee general partnership, the owners of certain vacant land and unleased buildings identified on Exhibit A (the vacant land and unleased buildings hereinafter referred to as, the "**Property**"), that comprise a portion of the SouthPoint Business Park (Hollingsworth, G.P., Summit Properties Partnership and Summit Investments Southeast hereinafter collectively referred to as, the "**Owners**").

RECITALS:

WHEREAS, Declarant, as declarant recorded the SouthPoint Business Park Restrictive Covenants (the "**Original Covenants**") on September 18, 1998 in the Clerk's Office, Circuit Court, Prince George County, Virginia (the "**Clerk's Office**") in Deed Book 456, Page 758; and

WHEREAS, Declarant subsequently amended the Original Covenants as to Lot 1 by recording that certain "First Amendment to SouthPoint Business Park Restrictive Covenants" dated October 17, 2001 and recorded on October 29, 2001 in the Clerk's Office in Vol. 100-5603, Page 47 (the "**First Amendment**"); and

WHEREAS, the Original Covenants encompassed the real property shown on that certain plat titled "Southpoint Business Park, Section One," prepared by Timmons, dated September 10, 1998 and recorded in the Clerk's Office on September 18, 1998 in Plat Book 21, Page 236-237 (the "**Section 1 Plat**") which real property is further identified as Section 1, Lots 1-7; and

WHEREAS, the Original Covenants were subsequently amended and restated in their entirety by Declarant via that certain SouthPoint Business Park Declaration of Restrictions and Covenants dated June 1, 2001 and recorded on July 6, 2005 in the Clerk's Office as Instrument #050003245 (the "**Second Amendment**"); and

WHEREAS, pursuant to that certain plat titled "Southpoint Business Park, Section Two," prepared by Timmons, dated November 18, 2005, and recorded November 18, 2005 in the Clerk's Office in Plat Book 23, Page 196 (the "**Section 2 Plat**"), the Second Amendment was extended to certain real property shown on the Section 2 Plat and further identified as Section 2, Lots 8-12; and

WHEREAS, that certain parcel of real property labeled as Lot 10 on the Section 2 Plat was subsequently subdivided pursuant to that certain plat titled "Resubdivision of Lot 10, Section Two SouthPoint Business Park forming Lot 13, Section Two SouthPoint Business Park," prepared by Timmons, dated June 13, 2007, and recorded in the Clerk's Office in Plat Book 24, Page 94, thereby creating that certain parcel of real property identified as Section 2, Lot 13; and

WHEREAS, the Original Covenants, as amended, were subsequently updated to incorporate the parcel numbers for each lot from the Section 1 Plat and Section 2 Plat in an effort to clarify and certify certain matters and encumber additional Lots 14A, 17 and 18 owned by the Declarant and/or Owners via that certain Certification and Extension of the SouthPoint Business Park Restrictive Covenants dated September 20, 2018 and recorded on Oct. 4, 2018, 2018 in the Clerk's Office as Instrument #18000.3014 (the "Certification and Extension") (the Original Covenants as amended and superseded by the First Amendment, Second Amendment and Certification and Extension are hereinafter sometimes referred to as the "Covenants"); and

WHEREAS, Declarant has been forced to defend all Park occupants through the enforcement of the existing SouthPoint Business Park Covenants with a plaintiff action against a park resident in court and this Supplement attempts to clarify terms as outlined in court documents related to the Owner's holdings; and

WHEREAS, the parties hereto now desire to incorporate additional architectural covenants on the Property of the Declarant and/or Owners in order to protect the growth and development of SouthPoint Business Park.

NOW, THEREFORE, in consideration of the foregoing recitals, the sum of One Dollar (\$1.00), cash in hand, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

WITNESSETH:

1. **ADDITION TO ARCHITECTURAL PROVISIONS.** Declarant and Owners hereby agree that the Covenants shall be amended to include the following as part of Section 3 therein:

J. ADDITIONAL COVENANTS

1. **Additions and Improvements.** Any and all additions or improvements to lots and buildings visible from the street must be compatible with the existing design of SouthPoint Business Park with similar materials, finishes and screening of undesirable items, which may include, but are not limited to, such items as outside storage, trailer parking, solar panels, materials and other similar types of visible items. Any question as to the interpretation of the preceding requirements is a right reserved to the sole discretion of the Declarant.

2. **Maximum Building Coverage.** To prevent overbuilding, the total floor area of all buildings shall not exceed fifty percent (50%) of the total lot area.

3. **Maximum Impervious Coverage.** To prevent overbuilding, the maximum impervious coverage including buildings and paving shall not exceed seventy-five (75%) of the lot area.

4. Parking. There shall be no car, truck, trailer or materials parked along any road or drive lanes or on public streets.

2. APPLICABILITY. This Supplement does not apply to the following tax parcels: Lot 1 - 340(17)00-001-0; Lot 3 - 340(17)00-003-0; Lot 4 - 340(17)00-004-0; Lot 5 - 340(17)00-005-0; Lot 6 - 340(17)00-006-0; Lot 7 - 340(17)00-007-0; Lot 8 - 340(22)00-008-0; Lot 9 - 340(22)00-009-0; Lot 11 - 340(22)00-011-0.

3. ENFORCEMENT. Declarant may enforce this Supplement by bringing suit against violators in a court of competent jurisdiction. The cost of enforcing this Supplement in court including all legal fees, court costs and necessary managerial efforts shall be borne by the entity to whom any injunction or judgment is issued by the court.

4. MISCELLANEOUS. Any term of this Supplement which would be invalid or unenforceable as written shall be deemed limited in scope and/or duration to the extent necessary to render it enforceable. The determination of any court that any provision is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions or the validity of the offending term or provision in any other situation.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Supplement has been executed and sealed as of the day, month, and year first above written.

Hollingsworth, G.P.

By: [Signature]
Joseph A. Hollingsworth, Jr.
Managing Partner

STATE OF TENNESSEE)
COUNTY OF ANDERSON)

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared Joseph A. Hollingsworth, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Partner of Hollingsworth, G.P., a Tennessee general partnership, the within named bargainor, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as officer thereof.

Witness my hand and seal, as of the 21st day of September, 2018.



My Commission Expires: 6/27/21 [Signature]
Notary Public

Summit Properties Partnership

By: [Signature]
Joseph A. Hollingsworth, Jr.
Managing Partner


STATE OF TENNESSEE)
COUNTY OF ANDERSON)

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared Joseph A. Hollingsworth, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Partner of Summit Properties Partnership a Tennessee general partnership, the within named bargainor, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as officer thereof.

Witness my hand and seal, as of the 21st day of September, 2018.



My Commission Expires: 6/27/21 [Signature]
Notary Public




Joe A. Hollingsworth, Jr. a/k/a
Joseph A. Hollingsworth, Jr.

STATE OF TENNESSEE)
COUNTY OF ANDERSON)

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared, Joe A. Hollingsworth, Jr. a/k/a Joseph A. Hollingsworth, Jr., the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who swore to and acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, as of the 20th day of September, 2018.



My Commission Expires: 6/27/21


Notary Public

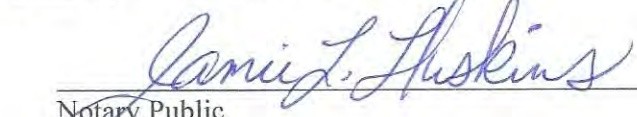
Summit Investments Southeast
By: 

Joseph A. Hollingsworth, Jr.
Managing Partner

STATE OF TENNESSEE)
COUNTY OF ANDERSON)

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared Joseph A. Hollingsworth, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Partner of Summit Investments Southeast, a Tennessee general partnership, the within named bargainor, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as officer thereof.

Witness my hand and seal, as of the 20th day of September, 2018.

My Commission Expires: 6/27/21


Notary Public



EXHIBIT A

Parcels

Lot Number	Tax Parcel ID
2	340(17)00-002-0
10	340(22)00-010-0
12	340(22)00-012-0
13	340(22)00-013-0
14A	340(03)00-001-B
17	350(OA)00-001-A
18	350(OA)00-001-B

INSTRUMENT 180003015
RECORDED IN THE CLERK'S OFFICE OF
PRINCE GEORGE CIRCUIT COURT ON
October 4, 2018 AT 10:38 AM
BISHOP KNOTT, CLERK
RECORDED BY: WRG

**VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT**

Instrument Date: 9/20/2018
Instrument Type: AMEND
Number of Parcels: 7 Number of Pages: 7
 City County

PRINCE GEORGE

TAX EXEMPT? VIRGINIA/FEDERAL LAW

Grantor: _____

Grantee: _____

Consideration: \$1.00

Existing Debt: \$0.00

Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00

Fair Market Value Increase: \$0.00

(Area Above Reserved For Deed Stamp Only)

Original Book Number: 456 Original Page Number: 758 Original Instrument Number: _____

Prior Recording At: City County

PRINCE GEORGE

Percentage In This Jurisdiction: 100%

BUSINESS / NAME

1 Grantor: HOLLINGSWORTH, JOE A JR

2 Grantor: HOLLINGSWORTH, G.P.

1 Grantee: HOLLINGSWORTH, G.P.

Grantee: _____

GRANTEE ADDRESS

Name: HOLLINGSWORTH, G.P.

Address: TWO CENTRE PLAZE

City: CLINTON

State: TN Zip Code: 37716

Book Number: 456 Page Number: 758

Instrument Number: _____

Parcel Identification Number (PIN): LOT 2

Tax Map Number: 340(17)00-002-0

Short Property Description: _____

Current Property Address: 8025 QUALITY DRIVE

City: PRINCE GEORGE

State: VA Zip Code: 23875

Instrument Prepared By: HOLLINGSWORTH, G.P.

Recording Paid By: HOLLINGSWORTH, G.P.

Recording Returned To: HOLLINGSWORTH, G.P. C/O JAMIE HUSKINS

Address: TWO CENTRE PLAZA

City: CLINTON

State: TN Zip Code: 37716



**VIRGINIA LAND RECORD COVER SHEET
FORM B – ADDITIONAL GRANTORS/GRANTEES**

Instrument Date: 9/20/2018

Instrument Type: AMEND

Number of Parcels: 7 Number of Pages: 7

City County
PRINCE GEORGE



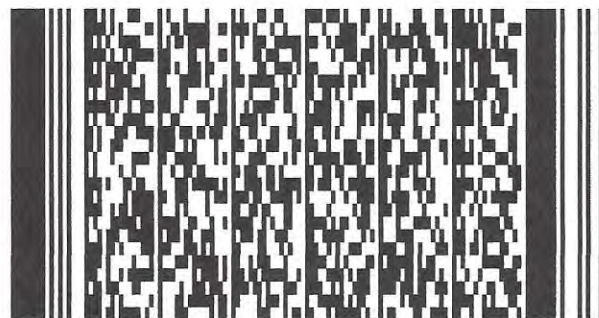
GRANTOR BUSINESS / NAME

(Area Above Reserved For Deed Stamp Only)

- 3 Grantor: SUMMIT PROPERTIES PARTNERSHIP
- 4 Grantor: SUMMIT INVESTMENTS SOUTHEAST
- Grantor: _____
- Grantor: _____
- Grantor: _____
- Grantor: _____
- Grantor: _____
- Grantor: _____

GRANTEE BUSINESS / NAME

- Grantee: _____
- Grantee: _____
- Grantee: _____
- Grantee: _____
- Grantee: _____
- Grantee: _____
- Grantee: _____
- Grantee: _____



VIRGINIA LAND RECORD COVER SHEET

FORM C - ADDITIONAL PARCELS

Instrument Date: 9/20/2018
Instrument Type: AMEND
Number of Parcels: 7 Number of Pages: 7
 City County
PRINCE GEORGE

PARCELS IDENTIFICATION OR TAX MAP

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%
Book Number: _____ Page Number: _____
Instrument Number: 050003245

Parcel Identification Number (PIN): LOT 10
Tax Map Number: 340(22)00-010-0
Short Property Description: VACANT LAND

(Area Above Reserved For Deed Stamp Only)

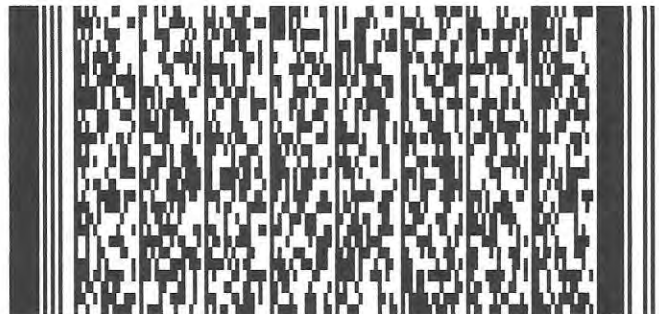
Current Property Address: _____
City: PRINCE GEORGE State: VA Zip Code: 23875

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%
Book Number: _____ Page Number: _____
Instrument Number: 050003245

Parcel Identification Number (PIN): LOT 12
Tax Map Number: 340(22)00-012-0
Short Property Description: VACANT LAND

Current Property Address: _____
City: PRINCE GEORGE State: VA Zip Code: 23875



VIRGINIA LAND RECORD COVER SHEET

FORM C - ADDITIONAL PARCELS

Instrument Date: 9/20/2018
Instrument Type: AMEND
Number of Parcels: 7 Number of Pages: 7
 City County

PRINCE GEORGE

PARCELS IDENTIFICATION OR TAX MAP

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%

Book Number: _____ Page Number: _____

Instrument Number: 050003245

Parcel Identification Number (PIN): LOT 13

Tax Map Number: 340(22)00-013-0

Short Property Description: VACANT LAND

(Area Above Reserved For Deed Stamp Only)

Current Property Address: _____

City: PRINCE GEORGE State: VA Zip Code: 23875

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%

Book Number: _____ Page Number: _____

Instrument Number: _____

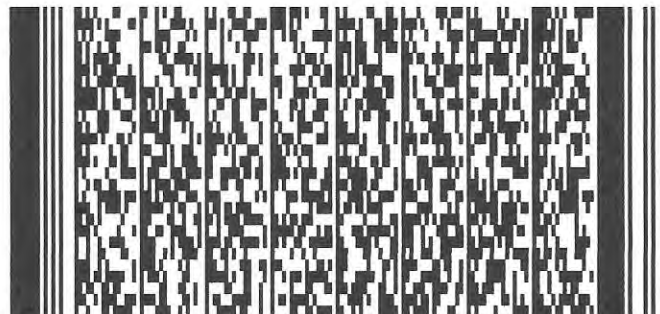
Parcel Identification Number (PIN): LOT 14A

Tax Map Number: 340(03)00-001-B

Short Property Description: VACANT LAND

Current Property Address: _____

City: PRINCE GEORGE State: VA Zip Code: 23875



VIRGINIA LAND RECORD COVER SHEET

FORM C - ADDITIONAL PARCELS

Instrument Date: 9/20/2018
Instrument Type: AMEND
Number of Parcels: 7 Number of Pages: 7
 City County

PRINCE GEORGE

PARCELS IDENTIFICATION OR TAX MAP

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%
Book Number: _____ Page Number: _____
Instrument Number: _____

Parcel Identification Number (PIN): LOT 17

Tax Map Number: 350(OA)00-001-A

Short Property Description: VACANT LAND

Current Property Address: _____

City: PRINCE GEORGE State: VA Zip Code: 23875

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%
Book Number: _____ Page Number: _____
Instrument Number: _____

Parcel Identification Number (PIN): LOT 18

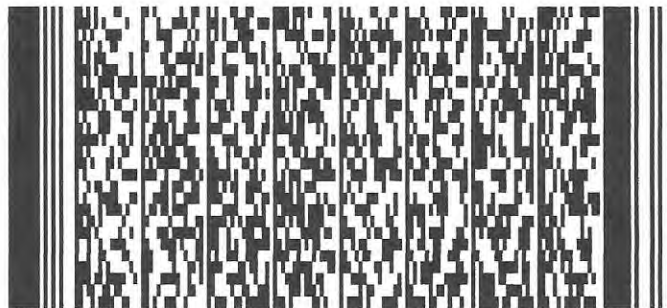
Tax Map Number: 350(OA)00-001-B

Short Property Description: VACANT LAND

Current Property Address: _____

City: PRINCE GEORGE State: VA Zip Code: 23875

(Area Above Reserved For Deed Stamp Only)





OFFICIAL RECEIPT
PRINCE GEORGE CIRCUIT COURT
DEED RECEIPT

DATE : 10/04/2018 TIME : 10:39:04
 RECEIPT # : 18000008866 TRANSACTION # : 18100400005
 CASHIER : WRG REGISTER # : A012
 INSTRUMENT : 180003015 BOOK :
 GRANTOR : HOLLINGSWORTH, JOE A; JR
 GRANTEE : HOLLINGSWORTH GP
 RECEIVED OF : HOLLINGSWORTH, G.P.
 ADDRESS : TWO CENTRE PLAZE CLINTON, TN 37716
 DATE OF DEED : 09/20/2018
 MULTI : \$22.00 CHECK/MO NUMBER : 033625
 DESCRIPTION 1 : SEE DOCUMENT
 NAMES : 0
 CONSIDERATION : \$1.00 AVAL : \$0.00

CASE # : 149CLR180003015
 FILING TYPE : AMEND PAYMENT : FULL PAYMENT
 RECORDED : 10/04/2018 AT : 10:38
 EX : N LOC : CO
 EX : N PCT : 100%

PAGES : 007 OP : 0
 MAP : 340(17)00-002-0 PIN :

ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$1.50
301	DEEDS	\$14.50

TENDERED : \$ 22.00
 AMOUNT PAID : \$ 22.00

Prepared By and Return To:
Hollingsworth, G.P.
Two Centre Plaza
Clinton, TN 37716

Tax Map Nos.: See Exhibits A, B, and C

**CERTIFICATION AND EXTENSION OF
THE SOUTHPOINT BUSINESS PARK
RESTRICTIVE COVENANTS**

This Certification and Extension of the Southpoint Business Park Restrictive Covenants (this “**Certification and Extension**”) is made as of the 20th day of September, 2018, by and among **Joe A. Hollingsworth, Jr. a/k/a Joseph A. Hollingsworth, Jr.**, being the original developer, owner and creator of SouthPoint Business Park (the “**Declarant**”) and the developer doing business as the Hollingsworth Companies which includes **Hollingsworth, G.P.**, a Tennessee general partnership, and **Summit Properties Partnership**, a Tennessee general partnership.

WITNESSETH:

WHEREAS, Declarant, as declarant recorded the SouthPoint Business Park Restrictive Covenants (the “**Original Covenants**”) on September 18, 1998 in the Clerk’s Office, Circuit Court, Prince George County, Virginia (the “**Clerk’s Office**”) in Deed Book 456, Page 758; and

WHEREAS, Declarant subsequently amended the Original Covenants as to Lot 1 by recording that certain “First Amendment to SouthPoint Business Park Restrictive Covenants” dated October 17, 2001 and recorded on October 29, 2001 in the Clerk’s Office in Vol. 100-5603, Page 47 (the “**First Amendment**”); and

WHEREAS, the Original Covenants encompassed the real property shown on that certain plat titled “Southpoint Business Park, Section One,” prepared by Timmons, dated September 10, 1998 and recorded in the Clerk’s Office on September 18, 1998 in Plat Book 21, Page 236-237 (the “**Section 1 Plat**”) which real property is further identified as Section 1, Lots 1-7 on Exhibit A attached hereto; and

WHEREAS, the Original Covenants were subsequently amended and restated in their entirety by Declarant via that certain SouthPoint Business Park Declaration of Restrictions and Covenants dated June 1, 2001 and recorded on July 6, 2005 in the Clerk’s Office as Instrument #050003245 (the “**Second Amendment**”) (the Original Covenants as amended and superseded by the First Amendment and Second Amendment are hereinafter sometimes referred to as the “**Covenants**”); and

WHEREAS, pursuant to that certain plat titled “Southpoint Business Park, Section Two,” prepared by Timmons, dated November 18, 2005, and recorded November 18, 2005 in the Clerk’s Office in Plat Book 23, Page 196 (the “**Section 2 Plat**”), the Second Amendment was extended to certain real property shown on the Section 2 Plat and further identified as Section 2, Lots 8-12 on Exhibit B attached hereto; and

WHEREAS, that certain parcel of real property labeled as Lot 10 on the Section 2 Plat was subsequently subdivided pursuant to that certain plat titled "Resubdivision of Lot 10, Section Two SouthPoint Business Park forming Lot 13, Section Two SouthPoint Business Park," prepared by Timmons, dated June 13, 2007, and recorded in the Clerk's Office in Plat Book 24, Page 94, thereby creating that certain parcel of real property identified as Section 2, Lot 13 on Exhibit B attached hereto; and

WHEREAS, the parties hereto now desire to confirm that the Covenants encumber the parcels identified as Section 1, Lots 1-7 and Section 2, Lots 1-13 on Exhibits A and B, respectively, attached hereto; and

WHEREAS, Hollingsworth, G.P. is the owner of those certain parcels of real property identified as Lots 14A, 17, and 18 (collectively, the "**Additional Land**") on Exhibit C attached hereto and Hollingsworth, G.P. desires to encumber the Additional Land with the Covenants.

NOW, THEREFORE, in consideration of the foregoing recitals, the sum of One Dollar (\$1.00), cash in hand, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the undersigned hereby (1) confirm that those certain parcels of real property identified as Section 1, Lots 1-7 and Section 2, Lots 1-13 on Exhibits A and B, respectively attached hereto are subject to the Covenants and (2) subject the Additional Land to all restrictions, covenants, and conditions of such Covenants. Any term of this Certification and Extension and the Covenants which would be invalid or unenforceable as written shall be deemed limited in scope and/or duration to the extent necessary to render it enforceable. The determination of any court that any provision is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions or the validity of the offending term or provision in any other situation.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Certification and Extension has been executed and sealed as of the day, month, and year first above written.

Hollingsworth, G.P.

By:

Joseph A. Hollingsworth, Jr.
Joseph A. Hollingsworth, Jr.
Managing Partner

STATE OF TENNESSEE)
COUNTY OF ANDERSON)

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared Joseph A. Hollingsworth, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Partner of Hollingsworth, G.P., a Tennessee general partnership, the within named bargainor, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as officer thereof.

Witness my hand and seal, as of the 20th day of September, 2018.



Jamie L. Huskins
Notary Public

My Commission Expires: 6/27/21

Summit Properties Partnership

By:

Joseph A. Hollingsworth, Jr.
Joseph A. Hollingsworth, Jr.
Managing Partner

STATE OF TENNESSEE)
COUNTY OF ANDERSON)


Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared Joseph A. Hollingsworth, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Partner of Summit Properties Partnership a Tennessee general partnership, the within named bargainor, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as officer thereof.

Witness my hand and seal, as of the 20th day of September, 2018.

Jamie L. Huskins
Notary Public



My Commission Expires: 6/27/21



Joe A. Hollingsworth, Jr. a/k/a
Joseph A. Hollingsworth, Jr.

STATE OF TENNESSEE)
COUNTY OF ANDERSON)

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared, Joe A. Hollingsworth, Jr. a/k/a Joseph A. Hollingsworth, Jr., the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who swore to and acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, as of the 20th day of September, 2018.

My Commission Expires: 6/27/21



Notary Public



EXHIBIT A

Property Identified as Section One
Lots 1 through 7
(115.308 acres, more or less)

Lot Number	Tax Parcel ID
1	340(17)00-001-0
2	340(17)00-002-0
3	340(17)00-003-0
4	340(17)00-004-0
5	340(17)00-005-0
6	340(17)00-006-0
7	340(17)00-007-0

EXHIBIT B

Property Identified as Section Two
Lots 8 through 13
(233.43 acres, more or less)

Lot Number	Tax Parcel ID
8	340(22)00-008-0
9	340(22)00-009-0
10	340(22)00-010-0
11	340(22)00-011-0
12	340(22)00-012-0
13	340(22)00-013-0

EXHIBIT C

Additional Land of Declarant
Lots 14A, 17 and 18
(68.233 acres, more or less)

Lot Number	Tax Parcel ID
14A	340(03)00-001-B
17	350(OA)00-001-A
18	350(OA)00-001-B

INSTRUMENT 180003014
RECORDED IN THE CLERK'S OFFICE OF
PRINCE GEORGE CIRCUIT COURT ON
October 4, 2018 AT 10:38 AM
BISHOP KNOTT, CLERK
RECORDED BY: WRG

**VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT**

Instrument Date: 9/20/2018
Instrument Type: AMEND
Number of Parcels: 16 Number of Pages: 6
 City County

PRINCE GEORGE

TAX EXEMPT? VIRGINIA/FEDERAL LAW

Grantor: _____

Grantee: _____

Consideration: \$1.00

Existing Debt: \$0.00

Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00

Fair Market Value Increase: \$0.00

(Area Above Reserved For Deed Stamp Only)

Original Book Number: 456 Original Page Number: 758 Original Instrument Number: _____

Prior Recording At: City County

PRINCE GEORGE

Percentage In This Jurisdiction: 100%

BUSINESS / NAME

1 Grantor: HOLLINGSWORTH, JOE A JR

2 Grantor: HOLLINGSWORTH, G.P.

1 Grantee: HOLLINGSWORTH, G.P.

Grantee: _____

GRANTEE ADDRESS

Name: HOLLINGSWORTH, G.P.

Address: TWO CENTRE PLAZE

City: CLINTON State: TN Zip Code: 37716

Book Number: 456 Page Number: 758 Instrument Number: _____

Parcel Identification Number (PIN): LOT 1 Tax Map Number: 340(17)00-001-0

Short Property Description: _____

Current Property Address: 8050 QUALITY DRIVE

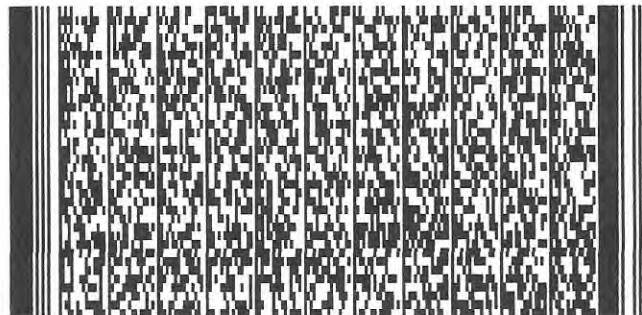
City: PRINCE GEORGE State: VA Zip Code: 23875

Instrument Prepared By: HOLLINGSWORTH, G.P. Recording Paid By: HOLLINGSWORTH, G.P.

Recording Returned To: HOLLINGSWORTH, G.P. C/O JAMIE HUSKINS

Address: TWO CENTRE PLAZA

City: CLINTON State: TN Zip Code: 37716



**VIRGINIA LAND RECORD COVER SHEET
FORM B – ADDITIONAL GRANTORS/GRANTEES**

Instrument Date: 9/20/2018

Instrument Type: AMEND

Number of Parcels: 16 Number of Pages: 6

City County
PRINCE GEORGE



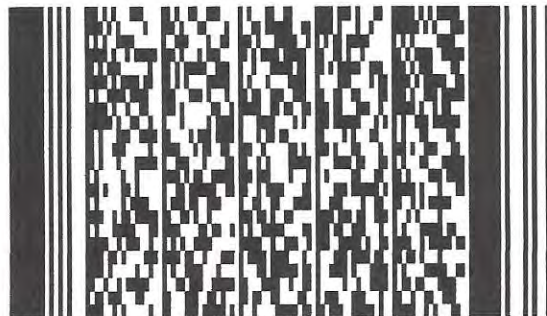
GRANTOR BUSINESS / NAME

(Area Above Reserved For Deed Stamp Only)

- 3 Grantor: SUMMIT PROPERTIES PARTNERSHIP
- Grantor: _____
- Grantor: _____
- Grantor: _____
- Grantor: _____
- Grantor: _____
- Grantor: _____

GRANTEE BUSINESS / NAME

- Grantee: _____
- Grantee: _____
- Grantee: _____
- Grantee: _____
- Grantee: _____
- Grantee: _____
- Grantee: _____



VIRGINIA LAND RECORD COVER SHEET

FORM C - ADDITIONAL PARCELS

Instrument Date: 9/20/2018
Instrument Type: AMEND
Number of Parcels: 16 Number of Pages: 6
 City County

PRINCE GEORGE

PARCELS IDENTIFICATION OR TAX MAP

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%
Book Number: 456 Page Number: 758
Instrument Number: _____

Parcel Identification Number (PIN): LOT 2

Tax Map Number: 340(17)00-002-0

Short Property Description: _____

Current Property Address: 8025 QUALITY DRIVE
City: PRINCE GEORGE

State: VA Zip Code: 23875

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%
Book Number: 456 Page Number: 758
Instrument Number: _____

Parcel Identification Number (PIN): LOT 3

Tax Map Number: 340(17)00-003-0

Short Property Description: _____

Current Property Address: 5850 QUALITY WAY
City: PRINCE GEORGE

State: VA Zip Code: 23875

(Area Above Reserved For Deed Stamp Only)



VIRGINIA LAND RECORD COVER SHEET

FORM C - ADDITIONAL PARCELS

Instrument Date: 9/20/2018
Instrument Type: AMEND
Number of Parcels: 16 Number of Pages: 6

City County
PRINCE GEORGE

PARCELS IDENTIFICATION OR TAX MAP

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%
Book Number: 456 Page Number: 758
Instrument Number: _____

Parcel Identification Number (PIN): LOT 4

Tax Map Number: 340(17)00-004-0

Short Property Description: _____

Current Property Address: 6001 QUALITY WAY

City: PRINCE GEORGE State: VA Zip Code: 23875

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%
Book Number: 456 Page Number: 758
Instrument Number: _____

Parcel Identification Number (PIN): LOT 5

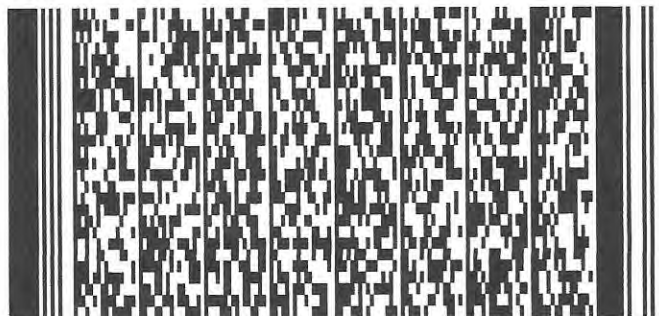
Tax Map Number: 340(17)00-005-0

Short Property Description: _____

Current Property Address: 5851 QUALITY WAY

City: PRINCE GEORGE State: VA Zip Code: 23875

(Area Above Reserved For Deed Stamp Only)



VIRGINIA LAND RECORD COVER SHEET

FORM C - ADDITIONAL PARCELS

Instrument Date: 9/20/2018
Instrument Type: AMEND
Number of Parcels: 16 Number of Pages: 6
 City County

PRINCE GEORGE

PARCELS IDENTIFICATION OR TAX MAP

Prior Recording At: City County
PRINCE GEORGE
Percentage In This Jurisdiction: 100%
Book Number: 456 Page Number: 758
Instrument Number: _____

Parcel Identification Number (PIN): LOT 6
Tax Map Number: 340(17)00-006-0
Short Property Description: _____

(Area Above Reserved For Deed Stamp Only)

Current Property Address: 5701 QUALITY WAY
City: PRINCE GEORGE State: VA Zip Code: 23875

Prior Recording At: City County
PRINCE GEORGE
Percentage In This Jurisdiction: 100%
Book Number: 456 Page Number: 758
Instrument Number: _____

Parcel Identification Number (PIN): LOT 7
Tax Map Number: 340(17)00-007-0
Short Property Description: _____

Current Property Address: 8140 QUALITY DRIVE
City: PRINCE GEORGE State: VA Zip Code: 23875



VIRGINIA LAND RECORD COVER SHEET

FORM C - ADDITIONAL PARCELS

Instrument Date: 9/20/2018
Instrument Type: AMEND
Number of Parcels: 16 Number of Pages: 6

City County
PRINCE GEORGE

PARCELS IDENTIFICATION OR TAX MAP

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%
Book Number: _____ Page Number: _____
Instrument Number: 050003245

Parcel Identification Number (PIN): LOT 8

Tax Map Number: 340(22)00-008-0

Short Property Description: _____

Current Property Address: 6000 QUALITY DRIVE
City: PRINCE GEORGE

State: VA Zip Code: 23875

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%
Book Number: _____ Page Number: _____
Instrument Number: 050003245

Parcel Identification Number (PIN): LOT 9

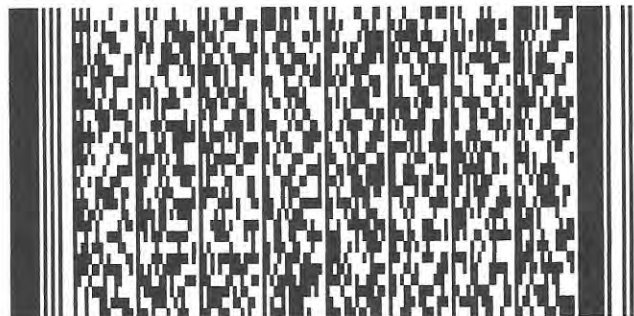
Tax Map Number: 340(22)00-009-0

Short Property Description: _____

Current Property Address: 6040 QUALITY WAY
City: PRINCE GEORGE

State: VA Zip Code: 23875

(Area Above Reserved For Deed Stamp Only)



VIRGINIA LAND RECORD COVER SHEET

FORM C - ADDITIONAL PARCELS

Instrument Date: 9/20/2018
Instrument Type: AMEND
Number of Parcels: 16 Number of Pages: 6
 City County

PRINCE GEORGE

PARCELS IDENTIFICATION OR TAX MAP

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%
Book Number: _____ Page Number: _____
Instrument Number: 050003245

Parcel Identification Number (PIN): LOT 10

Tax Map Number: 340(22)00-010-0

Short Property Description: VACANT LAND

Current Property Address: _____

City: PRINCE GEORGE

State: VA

Zip Code: _____

23875

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%
Book Number: _____ Page Number: _____
Instrument Number: 050003245

Parcel Identification Number (PIN): LOT 11

Tax Map Number: 340(22)00-011-0

Short Property Description: _____

Current Property Address: 6062 QUALITY WAY

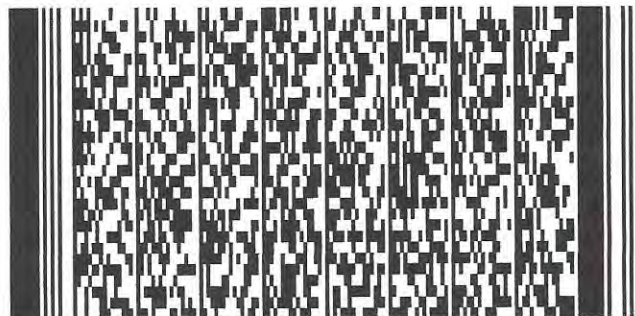
City: PRINCE GEORGE

State: VA

Zip Code: _____

23875

(Area Above Reserved For Deed Stamp Only)



VIRGINIA LAND RECORD COVER SHEET

FORM C - ADDITIONAL PARCELS

Instrument Date: 9/20/2018
Instrument Type: AMEND
Number of Parcels: 16 Number of Pages: 6

City County
PRINCE GEORGE

PARCELS IDENTIFICATION OR TAX MAP

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%
Book Number: _____ Page Number: _____
Instrument Number: 050003245

Parcel Identification Number (PIN): LOT 12

Tax Map Number: 340(22)00-012-0

Short Property Description: VACANT LAND

Current Property Address: _____
City: PRINCE GEORGE State: VA Zip Code: 23875

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%
Book Number: _____ Page Number: _____
Instrument Number: 050003245

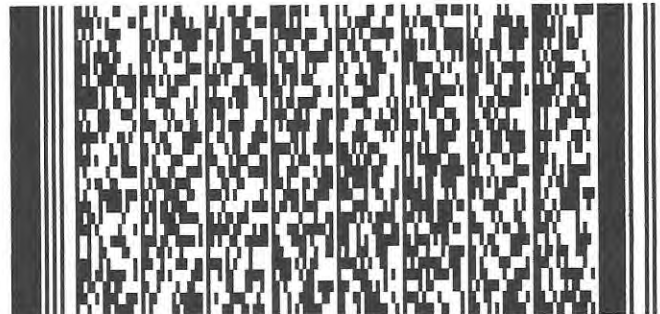
Parcel Identification Number (PIN): LOT 13

Tax Map Number: 340(22)00-013-0

Short Property Description: VACANT LAND

Current Property Address: _____
City: PRINCE GEORGE State: VA Zip Code: 23875

(Area Above Reserved For Deed Stamp Only)



VIRGINIA LAND RECORD COVER SHEET

FORM C - ADDITIONAL PARCELS

Instrument Date: 9/20/2018
Instrument Type: AMEND
Number of Parcels: 16 Number of Pages: 6
 City County

PRINCE GEORGE

PARCELS IDENTIFICATION OR TAX MAP

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%
Book Number: _____ Page Number: _____
Instrument Number: _____

Parcel Identification Number (PIN): LOT 14A
Tax Map Number: 340(03)00-001-B
Short Property Description: VACANT LAND

(Area Above Reserved For Deed Stamp Only)

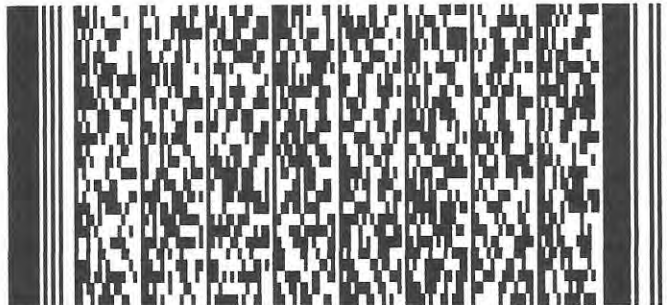
Current Property Address: _____
City: PRINCE GEORGE State: VA Zip Code: 23875

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%
Book Number: _____ Page Number: _____
Instrument Number: _____

Parcel Identification Number (PIN): LOT 17
Tax Map Number: 350(OA)00-001-A
Short Property Description: VACANT LAND

Current Property Address: _____
City: PRINCE GEORGE State: VA Zip Code: 23875



VIRGINIA LAND RECORD COVER SHEET

FORM C - ADDITIONAL PARCELS

Instrument Date: 9/20/2018
Instrument Type: AMEND
Number of Parcels: 16 Number of Pages: 6
 City County

PRINCE GEORGE

PARCELS IDENTIFICATION OR TAX MAP

Prior Recording At: City County
PRINCE GEORGE

Percentage In This Jurisdiction: 100%
Book Number: _____ Page Number: _____
Instrument Number: _____

Parcel Identification Number (PIN): LOT 18
Tax Map Number: 350(OA)00-001-B
Short Property Description: VACANT LAND

(Area Above Reserved For Deed Stamp Only)

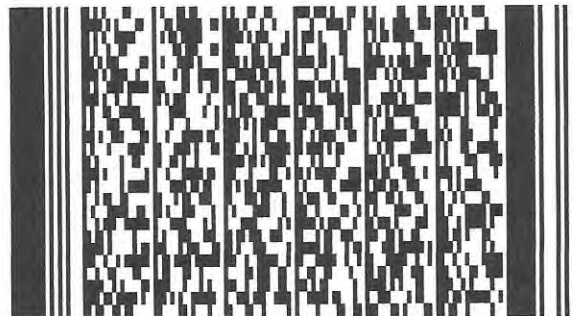
Current Property Address: _____
City: PRINCE GEORGE State: VA Zip Code: 23875

Prior Recording At: City County

Percentage In This Jurisdiction: _____
Book Number: _____ Page Number: _____
Instrument Number: _____

Parcel Identification Number (PIN): _____
Tax Map Number: _____
Short Property Description: _____

Current Property Address: _____
City: _____ State: _____ Zip Code: _____





OFFICIAL RECEIPT
PRINCE GEORGE CIRCUIT COURT
DEED RECEIPT

DATE : 10/04/2018 TIME : 10:39:03
 RECEIPT # : 18000008865 TRANSACTION # : 18100400005
 CASHIER : WRG REGISTER # : A012
 INSTRUMENT : 180003014 BOOK :
 GRANTOR : HOLLINGSWORTH, JOE A; JR
 GRANTEE : HOLLINGSWORTH GP
 RECEIVED OF : HOLLINGSWORTH, G.P.
 ADDRESS : TWO CENTRE PLAZE CLINTON, TN 37716
 DATE OF DEED : 09/20/2018
 CHECK : \$44.00 CHECK NUMBER : 033625
 DESCRIPTION 1 : SEE DOCUMENT
 NAMES : 0
 CONSIDERATION : \$1.00 AVAL : \$0.00

CASE # : 149CLR180003014
 FILING TYPE : AMEND PAYMENT : FULL PAYMENT
 RECORDED : 10/04/2018 AT : 10:38
 EX : N LOC : CO
 EX : N PCT : 100%

PAGE : OP : 0
 PAGES : 006
 MAP : 340(17)00-001-0 PIN :

ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$1.50
301	DEEDS	\$14.50

TENDERED : \$ 44.00
 AMOUNT PAID : \$ 22.00
 APPLIED TO NEXT CASE : \$ 22.00

EXHIBIT " E "

DECLARATION

OF

RESTRICTIVE COVENANTS

for

SouthPoint Business Park

June, 1998

VOL. 0500 ■ 3245

000019

7/6/05

SOUTHPOINT BUSINESS PARK**Declaration of Restrictions and Covenants**

These **RESTRICTIVE COVENANTS FOR SOUTHPOINT BUSINESS PARK** are made and revised as of the 1st day of June, 2001, by and among The **Hollingsworth Companies, including Hollingsworth, G.P., a Tennessee General Partnership, Summit Properties Partnership, and Joe A. Hollingsworth, Jr.** hereinafter referred to as the "Current Lessee/Owner/Seller." **These Restrictive Covenants supercede those recorded in the Office of the Clerk of the Circuit Court of Prince George County, Virginia in Deed Book 456 at Page 758.**

WITNESSETH NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Existing Owners hereby declare that all of the Park Property described herein shall be held, to the following restrictions, covenants, and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the Park Property, and be binding on all parties having any right, title or interest in said park property or any part thereof, and their heirs, executors, administrators, successors, and assigns, and shall inure to the benefit of each Lessee/Owner thereof. The covenants, conditions, and restrictions set forth in these Restrictive Covenants shall be binding and shall form a part of the Lease/Contract of Sale.

Section 1 IntroductionPurpose of These Covenants

A primary purpose of these standards is to protect interested parties (existing and potential property developments) by maintaining quality developments within the park. These standards also protect your investment, our investment, and assuring the economic goals of the community are met.

Section 2 Parking, Loading and Unloading Areas

A. PARKING

1. No parking will be permitted on any street or drive, or any place other than the paved parking spaces. Each Lessee/Owner shall be responsible for compliance by its employees and visitors. Parking setbacks shall not be less than that required by applicable zoning resolutions or ordinances.
2. Parking in the front of the building shall not cover more than half of the total area which comprises the minimum front setback.

B. LOADING AND UNLOADING AREAS

1. Loading areas will not infringe in the setback area.
2. All loading docks will be located at the side or rear of the building.
3. Loading docks shall be set back and permanently screened, either by landscaping with evergreen trees, berming or architectural screens, from neighboring properties and public view to minimize the effect of their appearance from neighboring building sites. Hollingsworth Companies will approve the screening as a necessary component of any loading facility construction.

C. ENTRANCE ZONES TO BUILDINGS, CURBS AND SIDEWALKS

All entrance roads will be curbed. All parking areas and internal roadways shall be paved and curbed. Paving should also be certified to standards sufficient to support anticipated loads on the respective parcels.

Section 3 Architectural

GENERAL

A major emphasis within SouthPoint Business Park is to create an architecturally integrated complex where buildings compliment both their neighbors and the surrounding environment. This can be achieved by structures that are low in profile, extensions of the natural setting, and of materials that harmonize with the site and adjacent structures.

PERMITTED USES

1. These include clean, industrial activities, fabrication, assembly operations that are compatible with the activities and other uses permitted in the Park. Businesses specifically permitted include:
 - a. Any manufacturing process that is compatible with the overall objectives of the Park. Compatibility will be assessed and reviewed in terms of:
 - Truck and automobile traffic generated;
 - Proposed storage of raw materials and manufactured products;
 - Potential for safety hazards to neighboring industries/ community;
 - Capability of pre-treatment, treatment, and/or disposal of domestic industrial wastes;
 - Aesthetic compatibility with Park objectives and existing development;
 - Size and scale
 - b. Laboratories and testing facilities.
 - c. Computer hardware installations and directly related employee operator and maintenance functions, including the manufacture or assembly of computers in whole or part.
 - d. Consumer testing and product rating laboratories.
 - e. Research foundations, institutes, or other similar types of organizations.
 - f. Businesses or activities whose research or development staff or equipment would be housed as an integral part of their other activities on the parcel.
 - g. Any business or activity that, in the sole opinion of The Hollingsworth Companies, would be compatible with the activities of other businesses on parcels of the same designations.
 - h. Corporate or other business headquarters or regional offices containing manufacturing or warehousing functions.

C. PROHIBITED USES

These include any business or activity that shall, in the sole opinion of The Hollingsworth Companies, be incompatible with the goals, objectives, and design/operating criteria established for the SouthPoint Business Park. No business or industry shall automatically be denied occupancy in the Park until it has been provided the opportunity to demonstrate that it can meet and maintain the standards set for the Park. Any business that cannot meet environmental standards of the Environmental Protection Agency may not locate within the Park.

D. FENCING

Any fencing materials, locations, and heights shall be as approved by The Hollingsworth Companies prior to installation.

E. MAINTENANCE/SURVIVAL

All landscaping material shall be properly maintained through watering, mulching and fertilizing in such a way as to insure their survival. Any tree, shrub or ground cover plant which fails to survive shall be replaced with like kind within six (6) months of loss. This maintenance is the responsibility of the Lessee/Owner whose parcel this landscaping exists upon.

F. SIGNAGE

1. General

- a. All signs in the SouthPoint Business Park will comply with all applicable regulations.
- b. Signs shall be designed, erected, altered, reconstructed, moved and maintained in accordance with the plans and specifications submitted by you to The Hollingsworth Companies.
- c. Signs advertising products or services or containing other direct sales information will not be permitted.

2. Types of Signs Permitted - Lessee/Owner Identification Signs

A free-standing sign can be located in the front yard of the building to identify its Lessee/Owner. One (1) logo emblem/graphic sign which is flush mounted to the building facade will also be allowed, contingent upon the approval of The Hollingsworth Companies as to size, color and location.

3. Standards

a. Restrictions

No signs or other advertising devices shall be erected, posted, painted, displayed, or otherwise made visible on any part of a building or parcel without prior approval of The Hollingsworth Companies. Said approval will be determined after submittal to The Hollingsworth Companies, based on a color design layout of the proposed signage with all dimensions and shown on the building.

b. Advertising

Signs on any parcel shall be limited solely to those that identify the name and type of business, or are directional.

c. Ground Sign Size

No signs shall obstruct the vision of automobile traffic. The topmost point of any freestanding sign shall be no higher than 4.5 feet above the finished parcel grade on which it stands. It shall be no longer than sixteen (16) feet in length.

d. Other Media

No devices such as flashing or rotating devices are permitted. No portable signs are allowed.

e. Maintenance

All permitted signs and advertising devices shall be properly maintained for the life of the property. The Hollingsworth Companies shall have the right to require the removal of any sign not maintained to The Hollingsworth Companies' standards.

f. Mounting

No signs or advertising shall be mounted directly or painted on the exterior roof or face of any building, nor shall the topmost point of any sign be greater than

twenty-four feet (24') above the average grade elevation of a parcel.

g. Corporate Logo

One Lessee/Owner's corporate logo sign may be placed on the front facade of the main tenant building. Such logo may not exceed seventy-two (72) square feet. No height dimension may exceed six (6) feet.

G. ADDITIONAL STANDARDS

1. Liquid or Solid Wastes

The discharge of untreated industrial wastes into a stream or open or closed drain is strictly prohibited. All methods of sewage and industrial waste treatment and disposal shall be approved by the county and the Department of Health and Environment. Park businesses will be required to comply with Federal and State regulations regarding pre-treatment of industrial waste prior to its being discharged into the sanitary sewer system. The Utility District will administer the pre-treatment program and apply pre-treatment standards to all industrial users through the use of a permit application system and a sewer use ordinance.

2. Pollutants

No noxious or offensive trades, services or activities shall be conducted on the premises.

3. Noise

There shall be no operational industrial noise measured on the property line where the operation is located that exceeds the values given in the following table in any octave band of frequency.

Octave Band Center <u>in Hz</u>	Maximum dBA at <u>Property Line</u>
31.5	85
63	82

125	80
250	75
500	65
1,000	60
2,000	55
4,000	50
8,000	48

4. **Site Drainage and Storm Water Retention**

- a. No driveways, walks, parking areas, etc., may be constructed across any drainage ditch, channel or swale without providing adequate culverts or waterway openings for natural drainage. No storm water run-off will be discharged into, or permitted to flow into, the sanitary sewage system. Additionally, no sewage will be discharged into, or permitted to flow into, the storm water sewage system.
- b. Detention basins have been provided within the Park's development. Lessee/Owners are required to comply with the EPA's storm water run-off regulations in this regard.

5. **Maintenance**

Each Lessee/Owner of SouthPoint Business Park shall be responsible for keeping its building site, buildings, and other improvements in a safe, clean, neat, and orderly condition and shall prevent rubbish from accumulation on its building site or surrounding common areas. Landscaping of each total area of a building site shall be maintained (including pruning, weeding, re-mulching, mowing, etc.) and each Lessee/Owner shall replace any dead plant material according to the approved landscape plans at his expense.

6. **Outside Storage**

No vehicles, equipment, materials, supplies, or products shall be stored or permitted to remain on any parcel outside a building unless such storage is suitably shielded from public view by appropriate landscaping, earthen berms, or other screening compatible with the design of SouthPoint Business

Park. In the case of a determination of adherence to this provision, the sole right of decision is retained by The Hollingsworth Companies.

H. COMMON AREA MAINTENANCE CLAUSE

1. Purpose of this Clause

- a. Upon the Commencement Date, Lessee/Owner agrees to pay its pro rata share of Common Area Maintenance expenses of the SouthPoint Business Park. Expenses shall be paid on a calendar year basis within thirty (30) days after the receipt of a statement from the Lessor/Seller, therefore. Said Common Area Maintenance expenses shall include, without limitations, all costs of maintaining, cleaning, managing, and for the upkeep of all Common Areas, specifically including (if any) common area landscaping and grounds keeping, maintenance of walking trails, maintenance and upkeep on front entry signage, and common area lighting.
- b. Lessee/Owner's pro rata share of Common Area expenses shall be calculated and based upon the ratio which the square footage of the Lessee/Owner's premises bears to the square footage of the Net Leasable/Saleable Premises in the SouthPoint Business Park.

2. Annual Assessments or Charges

- a. The Common Areas include planting beds, landscaped areas and road right-of-way adjacent to unpurchased parcels. They do not include the public roadway. The Assessments are established and the method of their calculation is outlined below. These annual Assessments shall be a charge on each lot.
- b. After the expiration of a fiscal year, The Hollingsworth Companies shall forward to the Lessee/Owner a statement showing the Lessee/Owner's share. Within thirty (30) days after the date of The Hollingsworth Companies statement, the Lessee/Owner shall remit to The Hollingsworth Companies any amount of common costs billed. Any Common Area charges that are not paid within thirty (30) days shall bear a 2% per month charge from due date.

3. Repairs Caused by Negligence

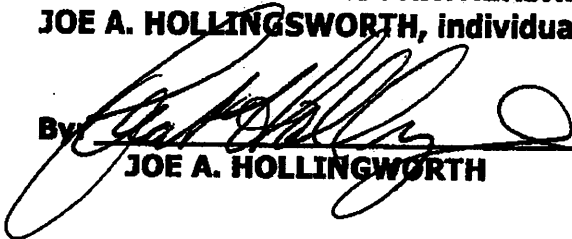
In the event that the Common Area is in need of repair or maintenance, and

this is the result of the willful or negligent act of Lessee/Owner, their employees, guests, clients, customers or others involved in the business of the Lessee/Owner, the cost of such repair shall be added to and become a part of the Assessment to which such Lessee/Owner's lot is subject.

I. HOLD HARMLESS AGREEMENT

Each Lessee/Owner agrees that it shall be held liable for all damages and injuries to any person or property resulting from the use or misuse of the Common Area by its employees, agents or representatives. In the event of any failure to use the Common Area in a safe and reasonable manner due to the acts or omissions of the Lessee/Owner or the Lessee/Owner's employees, agents or representatives, the Lessee/Owner agrees to and shall indemnify and hold harmless The Hollingsworth Companies, its Board of Directors, employees, and assigns and the other Lessee/Owners from any liability, claims or expenses (including court costs and reasonable attorney's fees and mechanics and materialmen's liens) resulting therefrom.

**HOLLINGSWORTH COMPANIES,
HOLLINGSWORTH, G.P., a Tennessee General
Partnership and
SUMMIT PROPERTIES PARTNERSHIP
JOE A. HOLLINGSWORTH, individually**

By  (SEAL)
JOE A. HOLLINGSWORTH

STATE OF TENNESSEE
COUNTY/CITY OF ANDERSON, TO-WIT:

This is to certify that the foregoing Declaration of Restrictions and Covenants was signed, acknowledged and sworn to before me, in my jurisdiction, by **JOE A.**

HOLLINGSWORTH, individually and on behalf of HOLLINGSWORTH COMPANIES, HOLLINGSWORTH, G.P., a Tennessee general partnership and SUMMIT PROPERTIES PARTNERSHIP.

My commission Expires: 8-23-06

Brenda K. Bice
Notary Public

INSTRUMENT #050003245
RECORDED IN THE CLERK'S OFFICE OF
PRINCE GEORGE ON
JULY 6, 2005 AT 09:33AM
BISHOP KNOTT, CLERK
James Jackson
RECORDED BY: JBJ

BISHOP KNOTT, JR., CLERK, HEREBY CERTIFY THAT
THE DOCUMENT TO WHICH THIS AUTHENTICATION IS
AFFIXED IS A TRUE COPY OF A RECORD IN THE
PRINCE GEORGE CIRCUIT COURT, AND THAT I AM
CUSTODIAN OF THAT RECORD.

7/6/05
Date

Bishop Knott, Jr., Clerk
Nancy Steward
Clerk/Deputy Clerk

Lot 1

10/29/01

	FIRST AMENDMENT TO SOUTHPOINT BUSINESS PARK RESTRICTIVE COVENANTS	
--	--	--

THIS FIRST AMENDMENT TO SOUTHPOINT BUSINESS PARK RESTRICTIVE COVENANTS (the "First Amendment") is made as of this 17 day of October, 2001, by Joseph A. Hollingsworth, Jr. (the "DECLARANT"), with reference to the "Southpoint Business Park Restrictive Covenants" recorded in Deed Book 456, Page 758, in the Records of the Clerk's Office of Prince George County on September 18, 1998, as Instrument No. 98-0005212 (the "Covenants"), with reference to the following facts:

A. DECLARANT is, or was as of the date of recordation of the Covenants, the owner of a certain tract of land located in Prince George County, Virginia, as described in the Covenants, and commonly known as the Southpoint Business Park (the "Business Park"); and,

B. DECLARANT has determined that it is in the best interests of the Southpoint Business Park to amend the Covenants as they restrict the nature or type of business which may be conducted on that certain tract or parcel of land within the Business Park referred to as Lot 1, Southpoint Business Park, Section One, situate in Rives District, Prince George County, Virginia, containing 13.113 acres, more or less, as more fully described in Schedule "A" attached hereto and incorporated by reference herein (hereinafter, "LOT 1").

NOW, THEREFORE, the Covenants are hereby amended or modified in the following respects:

1. This First Amendment shall only modify or amend the Covenants as they burden or affect LOT 1 of the Southpoint Business Park.
2. Section III of the Covenants, entitled "Architectural", is hereby modified to delete Paragraph B and Paragraph C thereof in their entirety, and to restate Paragraph B and Paragraph C, as follows:

"B. PERMITTED USES

Any use so long as the nature or type of business so conducted on LOT 1 is permitted under (a) any zoning or other land use regulations now or hereafter adopted and in effect by the local governmental authority with jurisdiction over LOT 1, or (b) any zoning or other land use regulations now or hereafter adopted and in effect by the local governmental authority with jurisdiction over LOT 1, provided a conditional use permit, zoning exception, or other waiver is secured in accordance with law.

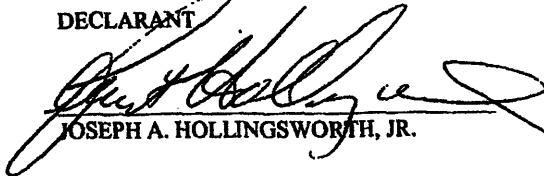
C. PROHIBITED USES

Any business which cannot meet the environmental standards of the Environmental Protection Agency may not locate within the Business Park."

3. Except as set forth herein, the Covenants remain in full force and affect and unchanged.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has executed this First Amendment as of the date first set forth above.

DECLARANT



JOSEPH A. HOLLINGSWORTH, JR.

*Prepared by 4-19-78
Flanagan/Allen*

1/18/78

**SOUTHPOINT BUSINESS PARK
Restrictive Covenants**

SECTION I INTRODUCTION

Purpose of These Covenants

A primary purpose of these standards is to protect interested parties (existing and potential property developments) by maintaining quality development within the park. These standards also protect both your investment and our investment, assuring the economic goals of the community are met.

SouthPoint Business Park has been developed by The Hollingsworth Companies to stimulate the development of the county.

SECTION II PARKING, LOADING AND UNLOADING AREAS

A. PARKING

No parking will be permitted on any street or drive, or any place other than the paved parking spaces. Each Purchaser/Lessee shall be responsible for compliance by its employees and visitors. Parking setbacks shall not be less than that required by applicable zoning resolutions or ordinances.

B. LOADING AND UNLOADING AREAS

1. Loading areas will not infringe in the setback area.
2. All loading docks will be located at the side and/or rear of the building.
3. Loading docks shall be permanently screened, either by trees, landscaping, berms or architectural screens, from public view from the street to minimize the effect of their appearance. Hollingsworth Companies will construct and/or approve the screening as a necessary component of any loading facility construction.

C. ENTRANCE ZONES TO BUILDINGS, CURBS AND SIDEWALKS

All entrance roads will be curbed. All parking areas, entrance roads, internal roadways, and storage areas shall be paved. Paving should also be certified to standards sufficient to support anticipated loads on the respective parcels.

SECTION III ARCHITECTURAL

A. GENERAL

A major emphasis within SouthPoint Business Park is to create an architecturally integrated complex where buildings compliment both their neighbors and the surrounding environment. This can be achieved by structures that are low in profile, extensions of the natural setting, and of materials that harmonize with the site and adjacent structures.

B. PERMITTED USES

1. These include clean, industrial activities, fabrication, assembly operations that are compatible with the activities and other uses permitted in the Park. Businesses specifically permitted include:
 - a) Any manufacturing or distribution process that is compatible with the overall objectives of the Park. Compatibility will be assessed and reviewed in terms of:
 - Truck and automobile traffic generated;
 - Proposed storage of raw materials and manufactured products;
 - Potential for safety hazards to neighboring industries/ community;
 - Capability of pre-treatment, treatment, and/or disposal of domestic industrial wastes;
 - Aesthetic compatibility with Park objectives and existing development;
 - Size and scale
 - b) Laboratories and testing facilities.

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SOUTHPOINT BUSINESS PARK Restrictive Covenants

- c) Computer hardware installations and directly related employee operator and maintenance functions, including the manufacture or assembly of computers in whole or part.
- d) Consumer testing and product rating laboratories.
- e) Research foundations, institutes, or other similar types of organizations.
- f) Any business or activity that, in the sole opinion of The Hollingsworth Companies, would be compatible with the activities of other businesses on parcels of the same designations.
- g) Corporate or other business headquarters or regional offices containing manufacturing or warehousing functions.

C. PROHIBITED USES

These include any business or activity that shall, in the opinion of The Hollingsworth Companies, be incompatible with the goals, objectives, and design/operating criteria established for the SouthPoint Business Park. No business or industry shall automatically be denied occupancy in the Park until it has been provided the opportunity to demonstrate that it can meet and maintain the standards set for the Park. Any business that cannot meet environmental standards of the Environmental Protection Agency may not locate within the Park.

D. FENCING

Any fencing materials, locations, and heights shall be as approved by The Hollingsworth Companies prior to installation.

E. MAINTENANCE/SURVIVAL

All landscaping material shall be properly maintained through watering, mulching and fertilizing in such a way as to insure their survival. Any tree, shrub or ground cover plant which fails to survive shall be replaced with like kind within six (6) months of loss. This maintenance is the responsibility of the Purchaser/Lessee whose parcel this landscaping exists upon.

F. SIGNAGE**1. General**

- a) All signs in the SouthPoint Business Park will comply with all local applicable regulations.
- b) Signs shall be designed, erected, altered, reconstructed, moved and maintained in accordance with the plans and specifications submitted by you to The Hollingsworth Companies.
- c) Signs advertising products or services or containing other direct sales information will not be permitted.

2. Types of Signs Permitted - Purchaser/Lessee Identification Signs

A ground sign of not more than forty square feet (40 SF) can be located in the front yard of the building or at it's entrance road to the building to identify its tenant. One (1) logo emblem/graphic sign which is flush mounted to the building facade will also be allowed, contingent upon the approval of The Hollingsworth Companies, not to exceed two hundred square feet (200 SF) and applicable county standards.

3. Standards**a) Restrictions**

No signs or other advertising devices shall be erected, posted, painted, displayed, or otherwise made visible on any part of a building or parcel without approval of The Hollingsworth Companies.

SOUTHPOINT BUSINESS PARK
Restrictive Covenants

b) Advertising

Signs on any parcel shall be limited solely to those that identify the name and type of business, or are directional, except a 4' x 4' "For Sale/Lease" sign where applicable.

c) Sign Size

No signs shall obstruct the vision of automobile traffic. The topmost point of any ground sign shall be no higher than six feet (6') above the finished parcel grade on which it stands. It shall be no longer than eighteen feet (18') in length.

d) Other Media

No devices such as flashing or rotating devices or flashing signs are permitted. No portable signs are allowed.

e) Maintenance

All permitted signs and advertising devices shall be properly maintained for the life of the property. The Hollingsworth Companies shall have the right to require the removal of any sign not maintained to The Hollingsworth Companies' standards.

f) Mounting

No signs or advertising shall be mounted directly or painted on the exterior roof.

g) Corporate Logo

The Purchaser/Lessee's corporate logo may be placed on the front facade of the main tenant building. Such logo, including signage on the building, may not exceed two hundred square feet (200 SF), as stated in Section III, Paragraph F.2., herein.

G. ADDITIONAL STANDARDS

1. Liquid or Solid Wastes

The discharge of untreated industrial wastes into a stream or open or closed drain is strictly prohibited. All methods of sewage and industrial waste treatment and disposal shall be approved by the county and the Department of Health and Environment. Park business will be required to comply with Federal and State regulations regarding pre-treatment of industrial waste prior to its being discharged into the sanitary sewer system. The Utility District will administer the pre-treatment program and apply pre-treatment standards to all industrial users through the use of a permit application system and a sewer use ordinance.

2. Pollutants

No noxious or offensive trades, services or activities shall be conducted on the premises.

3. Site Drainage and Storm Water Retention

No driveways, walks, parking areas, etc., may be constructed across any drainage ditch, channel or swale without providing adequate culverts or waterway openings for natural drainage. No storm water run-off will be discharged into, or permitted to flow into, the sanitary sewage system. Additionally, no sewage will be discharged into, or permitted to flow into, the storm water sewage system.

SOUTHPOINT BUSINESS PARK
Restrictive Covenants

4. Maintenance

Each Purchaser/Lessee of SouthPoint Business Park shall be responsible for keeping its building site, buildings, and other improvements in a safe, clean, neat, and orderly condition and shall prevent rubbish from accumulation on its building site or surrounding common areas. Landscaping of a building site shall be maintained (including pruning, weeding, re-mulching, mowing, etc.) and each Purchaser/Lessee shall replace any dead plant material according to the approved landscape plans at his expense.

5. Outside Storage

No vehicles, equipment, materials, supplies, or products shall be stored or permitted to remain on any parcel outside a building unless such storage is suitably shielded from public view by appropriate landscaping, earthen berms, or other screening compatible with the design of SouthPoint Business Park in The Hollingsworth Companies sole opinion.

H. COMMON AREA MAINTENANCE CLAUSE**1. Purpose of this Clause**

- a) Upon the Commencement Date, Purchaser/Lessee agrees to pay its pro rata share of Common Area Maintenance expenses of the SouthPoint Business Park. Expenses shall be paid on a calendar year basis within thirty (30) days after the receipt of a statement from the Lessor, therefore. Said Common Area Maintenance expenses shall include, without limitations, all costs of maintaining, cleaning, managing, and for the upkeep of all Common Areas, specifically including (if any) common area landscaping and grounds keeping, maintenance of walking trails, maintenance and upkeep on front entry signage, and common area lighting.
- b) Purchaser/Lessee's pro rata share of Common Area expenses shall be calculated and based upon the ratio which the building square footage of the Purchaser/Lessee's premises bears to the total building square footage in the SouthPoint Business Park.

2. Annual Assessments or Charges

- a) The Common Areas include planting beds, landscaped areas and road right-of-way adjacent to unpurchased parcels. They do not include the public roadway. The Assessments are established and the method of their calculation is outlined below. These annual Assessments shall be a charge on each lot.
- b) Within one hundred twenty (120) days after the expiration of a fiscal year, The Hollingsworth Companies shall forward to the Purchaser/Lessee a statement showing the Purchaser/Lessee's share. Within thirty (30) days after the date of The Hollingsworth Companies statement, the Purchaser/Lessee shall remit to The Hollingsworth Companies any amount of common costs billed. Any Common Area charges that are not paid within thirty (30) days shall bear a 2% per month charge from due date.

3. Repairs Caused by Negligence

In the event that the Common Area is in need of repair or maintenance, and this is the result of the willful or negligent act of Purchaser/Lessee, their employees, guests, clients, customers or others involved in the business of the Purchaser/Lessee, the cost of such repair shall be added to and become a part of the Assessment to which such Purchaser/Lessee's lot is subject.

4. Upon completion of the Park, a three-man committee, consisting of one person from any three separate entities, will be appointed to administer the Common Area Maintenance as well as the continuing Restrictive Covenants for SouthPoint Business Park.

SOUTHPOINT BUSINESS PARK
Restrictive Covenants**I. HOLD HARMLESS AGREEMENT**

Each Purchaser/Lessee agrees that it shall be held liable for all damages and injuries to any person or property resulting from the use or misuse of the Common Area by its employees, agents or representatives. In the event of any failure to use the Common Area in a safe and reasonable manner due to the acts or omissions of the Purchaser/Lessee or the Purchaser/Lessee's employees, agents or representatives, the Purchaser/Lessee agrees to and shall indemnify and hold harmless The Hollingsworth Companies, its Board of Directors, employees, and assigns and the other Purchaser/Lesseees from any liability, claims or expenses (including court costs and reasonable attorney's fees and mechanics and materialmen's liens) resulting therefrom.

These RESTRICTIVE COVENANTS FOR SOUTHPOINT BUSINESS PARK are made for recording purposes as of the 30th day of June, 1998, by Joe A. Hollingsworth, Jr., Seller/Lessor.

WITNESSETH NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Existing Owners hereby declares that all of the Park Property described herein shall be held, to the following restrictions, covenants, and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the Park Property, and be binding on all parties having any right, title or interest in said park property or any part thereof, and their heirs, executors, administrators, successors, and assigns, and shall inure to the benefit of each Purchaser/Lessee thereof. The covenants, conditions, and restrictions set forth in these Restrictive Covenants shall be binding and shall form a part of the lease.

INSTRUMENT #990005212
RECORDED IN THE CLERK'S OFFICE OF
PRINCE GEORGE ON
SEPTEMBER 18, 1998 AT 02:59PM
BISHOP KNOTT, CLERK

BY: Nancy Ottwater (DC)