

**AMENDED AND RESTATED
INNSBROOK PROTECTIVE COVENANTS**

Declarant: **THE INNSBROOK OWNERS ASSOCIATION, INC.,**
a Virginia non-stock corporation

Date: May 12, 2011

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**AMENDED AND RESTATED
INNSBROOK PROTECTIVE COVENANTS**

**THESE AMENDED AND RESTATED INNSBROOK PROTECTIVE
COVENANTS** (the “**Declaration**”) are made as of the 13th day of May, 2011, by **THE
INNSBROOK OWNERS ASSOCIATION, INC.**, a Virginia non-stock corporation
(hereinafter referred to as “**Declarant**” and as the “**Association**”).

ARTICLE I

Recitals

1.01 By a declaration entitled “Innsbrook Protective Covenants” dated as of September 25, 1981, recorded in the Clerk’s Office, Circuit Court, Henrico County, Virginia (the “**Clerk’s Office**”), in Deed Book 1841, page 1106 (the “**1981 Declaration**”), The Innsbrook Corporation subjected certain property located in the County of Henrico, Virginia, known as the “Innsbrook Corporate Center” or “Innsbrook”, and more particularly described therein, to the terms and provisions of the 1981 Declaration (the “**Original Property**”).

1.02 The 1981 Declaration was subsequently amended by the amendments and notices of additions of property described on **Exhibit A** attached hereto, which have been recorded in the Clerk’s Office, and by the Nineteenth Amendment and the Twentieth Amendment, which are unrecorded and are defined in Section 1.08 below (collectively the “**Amendments**”). The Amendments either amend the terms of the 1981 Declaration, subject additional property located in the County of Henrico, Virginia, to the 1981 Declaration (the “**Additional Property**”), or

both. The 1981 Declaration and the Amendments are referred to collectively herein as the “**Original Declaration**”. The Original Property and the Additional Property are referred to collectively herein as the “**Property**”.

1.03 Innsbrook North Associates is a general partnership which was formed for the purpose of acquiring and developing an office park north of the Innsbrook Corporate Center, known as “Innsbrook North” (referred to herein as the “**North Office Park**”). By Eighth Notice of Addition of Property and Amendment to Innsbrook Protective Covenants from Innsbrook and Innsbrook North dated October 25, 1985, recorded in the Clerk’s Office in Deed Book 1979, page 1774, Innsbrook North subjected the North Office Park to the Declaration and the North Office Park became a part of the Innsbrook Corporate Center.

1.04 By Assignment of Development and Declarant’s Rights dated December 27, 1999, between Innsbrook and Innsbrook North, recorded in the Clerk’s Office on February 22, 2000, in Deed Book 2981, page 1244, Innsbrook assigned, among other things, the declarant’s rights under the Original Declaration, to Innsbrook North. Subsequently Innsbrook terminated its corporate existence.

1.05 By Assignment of Development and Declarant’s Rights dated December 22, 2008, between Innsbrook North and Sidney J. Gunst, Jr. (“**Gunst**”), recorded in the Clerk’s Office on February 12, 2009, in Deed Book 4603, page 2336, Innsbrook North assigned, among other things, the declarant’s rights under the Original Declaration, to Gunst. Subsequently Innsbrook North terminated its existence.

1.06 By Assignment of Development and Declarant’s Rights dated January 4, 2009, between Gunst and the Association, recorded in the Clerk’s Office on February 12, 2009, in Deed Book 4603, page 2346 (the “**2009 Assignment**”), Gunst assigned, among other things, the

declarant's rights under the Original Declaration, to the Association. The 2009 Assignment delegated the right to exercise certain of the assigned declarant's rights to the Association's Architectural Review Committee (the "**ARC**"), as more particularly set forth in the 2009 Assignment, a copy of which is attached hereto as **Exhibit D**.

1.07 Pursuant to the 2009 Assignment, the rights exercisable by the ARC include certain of the Declarant's rights set forth in Sections 2.03(a) and (b), 3.01, 3.03, 4.01(b), 4.05, 4.06(c) and (d), 4.07(b), 4.08, Article V, Sections 8.05, 9.04, and 9.08 of the 1981 Declaration (the "**Delegated Rights**"). The Delegated Rights exercisable by the ARC are set forth in this Declaration in Article V. Notwithstanding anything to the contrary in this Declaration, the provisions of the 2009 Assignment shall control over any inconsistent terms in this Declaration.

1.08 Pursuant to Section 7.02 of the Original Declaration, the Original Declaration may be amended or modified upon the written consent of Owners of at least fifty-one percent (51%) of the Property subject to the Original Declaration. The Nineteenth Amendment to Protective Covenants (the "**Nineteenth Amendment**") was approved at a regularly scheduled meeting of the ownership of the Association held at 4801 Highwoods Parkway, Glen Allen, Virginia 23059, on December 7, 2010, by members representing 511 votes, constituting eighty and 98/100ths percent (80.98%) of the 631 eligible votes, as provided in Section 8.06 herein. The Twentieth Amendment to Protective Covenants (the "**Twentieth Amendment**") was approved at such meeting by members representing 505 votes, constituting eighty and 03/100ths percent (80.03%) of the 631 eligible votes, as provided in Section 8.06 herein. The Nineteenth Amendment and the Twentieth Amendment were not recorded in the Clerk's Office, but are incorporated herein in Sections 8.09 and 5.10, respectively.

1.09 As reflected on the certification of the President of the Association attached hereto as **Exhibit B**, at the December 7, 2010, annual meeting, Owners holding 511 of the 631 available votes (80.98% of the available votes), constituting more than the requisite majority of the Owners, consented to this Declaration.

ARTICLE II

General Provisions

2.01 **Establishment of Covenants.** Declarant executes this Declaration in order to amend and restate the Original Declaration in its entirety, except as otherwise expressly set forth in this Declaration. Accordingly, Declarant hereby declares that the Property (as defined below) shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the covenants hereinafter set forth, each and all of which is, are for, and shall insure to the benefit of and pass with, each and every parcel of the Property, and shall apply to and bind the heirs, assignees and successors in interest of any owner thereof.

2.02 **Purpose of Declaration.** The general purpose of this Declaration is to insure that the Property, and each additional land as shall be added thereto, pursuant to Section 9.04 herein, which together is and shall be known as "Innsbrook", will be developed, improved and used in such a manner that:

(a) Improvements (as defined below) located therein will provide a harmonious and appealing appearance and function;

(b) Land uses and functions therein will be compatible and complimentary;
and

(c) Owners of land therein will be protected against any use of other land located in Innsbrook which might unreasonably depreciate or detract from the value and use of their land.

The specific purpose of this Declaration is to provide for creating, maintaining, controlling and preserving the Property (and additions thereto) as a high-quality office commercial center and with such other uses as are consistent with the master plan of Declarant and with standards established prior hereto by Declarant's predecessors in interest, and as permitted by applicable zoning classifications.

2.03 **Definitions.**

(a) **Association.** "Association" shall mean The Innsbrook Owners Association, Inc. created pursuant to Article VIII of the 1981 Declaration. The Association has rights and responsibilities herein in its capacity as the owners association for Innsbrook, however, the Association also holds rights and responsibilities herein as the Declarant, which rights and responsibilities may be exercised by the Association independently of its rights and responsibilities as an owners association. Among the rights the Association may exercise is the right to further assign all or any portion of the rights of Declarant herein, as more particularly set forth in Section 7.03 herein.

(b) **Common Area.** "Common Area" shall mean any land or easement conveyed to the Association for the use of all owners of real estate in Innsbrook.

(c) **Declarant.** "Declarant" shall mean the undersigned, its successors and assigns.

(d) **Improvements.** "Improvements" shall mean and include, but not be limited to, buildings, outbuildings, underground installations, slope alterations, roads, driveways,

parking areas, fences, screening walls, retaining walls, stairs, decks, windbreaks, plantings, planted trees and shrubs, poles, signs, utilities, water lines, sewer, electrical and gas distribution facilities, loading areas and all other structures or landscaping Improvements of every type and kind.

(e) **Occupant**. “**Occupant**” shall mean any person, corporation, partnership, or organization who or which has purchased, leased, rented, or is otherwise legally entitled to occupy and use any Site or part thereof.

(f) **Owner**. “**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Site, or portion thereof, if developed under any form of common ownership, but excluding those holding such interest merely as security for the performance of an obligation.

(g) **Proffers**. “**Proffers**” shall mean any and all proffered conditions approved by Henrico County, applicable to all or any portion of the Property, and described in and incorporated by reference into the 1981 Declaration and any of the Amendments.

(h) **Property**. “**Property**” shall mean the land described on **Exhibit C** attached hereto and made a part hereof; provided, however, that in the event of any conflict in the description of any portion of the Property between the Property described on **Exhibit C** hereto and the Original Property as described in the Original Declaration, the description of the Property contained in the Original Declaration shall control.

(i) **Site**. “**Site**” shall mean all contiguous land under one ownership (which shall include all of any parcel subjected to common use or common ownership by more than one person or entity), but shall not include any Street Right-of-Way or other part of the Property at

any time owned by any governmental entity for roads or other facilities related to development of the property, or common areas including easements.

(j) **Street Right-of-Way**. “**Street Right-of-Way**” shall mean any right-of-way dedicated for use as a public road.

(k) **Residence Owner**. “**Residence Owner**” shall mean and refer to the record owner, whether one or more persons, of fee simple title to residential lots located on other land which adjoins Innsbrook, and is more particularly described in the Ninth Amendment. Each Residence Owner shall have and is hereby granted a revocable license to use, solely for recreational purposes, the jogging trails and lakes located in Innsbrook, created or reserved by Declarant for the use of all owners of real estate in Innsbrook, but Residence Owners shall not be members of the Association. Declarant, and/or the Association with respect to any jogging trails and lakes the responsibility for the maintenance of which has been transferred to it by the Declarant pursuant to the Declaration, shall have the right to suspend or revoke the license at any time, with or without cause, but it may, in the alternative and without in any way limiting such right, suspend or revoke the license granted herein as to any Residence Owner who breaches the conditions of the license, if after written notice has been given of a breach of the terms of the license, such Residence Owner within a period of six months after such notice again breaches the terms of the license.

ARTICLE III

Prohibited Uses; Site Maintenance

3.01 **Prohibited Uses**. No operation or use shall be permitted or maintained which causes or produces any of the following effects discernible outside of buildings or affecting any adjacent property:

- (a) Noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness;
- (b) Smoke;
- (c) Noxious, toxic, or corrosive fumes or gases;
- (d) Obnoxious odors;
- (e) Dust, dirt or fly ash;
- (f) Unusual fire or explosive hazards;
- (g) Vibration;
- (h) Any other activity which creates a nuisance or is not harmonious with the intent of this Declaration.

3.02 **Site Maintenance.**

- (a) **Vacant Site.** The Owner of every Site or part thereof shall, after acquisition and before commencement of construction, keep the Site free of weeds and underbrush, and shall have it mowed regularly so that it will at all times present a neat and attractive appearance.
- (b) **Improved Site.** The Owner of every Site or part thereof shall, during and after completion of construction, at all times keep the premises, buildings, Improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all governmental, health, fire and police requirements and regulations; and shall remove at its own expense any rubbish of any character whatsoever which may accumulate on its Site or part thereof. Where the property line of any Site or part thereof abuts a Street Right-of-Way, the obligations imposed hereunder shall extend to the edge of the street pavement.

(c) **Failure to Comply.** In the event any Owner fails to comply with any or all of the aforesaid requirements, as reasonably determined by Declarant or the Association, as the case may be, within ten (10) days after written notice thereof, the Declarant or the Association shall have the right, privilege and license to enter upon the Site and make any and all corrections or Improvements that may be reasonably necessary to meet such requirements, all at the sole cost and reasonable expense of such Owner. If any such cost is not paid within ten (10) days after such Owner is notified of the amount, it shall become a lien upon the Site and be enforceable as provided in Section 8.08.

ARTICLE IV

Regulation of Improvements

4.01 **Minimum Setback Lines and Standards.** No structure will be constructed within one hundred (100) feet of Broad Street Road or within fifty (50) feet of any road abutting or running into or through the Property, and no part of any structure of any kind shall be placed within any right of way, easement or setback line other than as herein provided. The minimum side yard setback line is twenty-five (25) feet. Subject to any applicable law, the provisions of the Proffers and to Section 5.04, the following structures and Improvements are specifically excluded from applicable setback requirements:

- (a) Roof overhang subject to the specific approvals of Declarant in writing;
- (b) Steps and walks;
- (c) Paving and associated curbing, except that vehicle parking areas shall not be permitted closer to a Street Right-of-Way than is approved by Declarant, which will be no less than twenty-five (25) feet, or no less than fifteen (15) feet from any other property line;
- (d) Landscaping; and

(e) Planters and fences, subject to the provisions of Section 5.06(i).

4.02 **Completion of Construction.** After commencement of construction of any Improvements, the work thereon shall be diligently prosecuted, to the end that the Improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Owner of every Site, or part thereof, shall at all times keep contiguous public and private streets free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of Improvements.

4.03 **Excavation.** No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an Improvement; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded, as provided on the plans for landscaping required by Section 4.04 hereof.

4.04 **Landscaping.**

(a) **General.** Every Site shall be landscaped according to plans approved as specified herein and maintained thereafter in a sightly and well kept condition. Once landscaping plans have been approved by the ARC, no tree having a trunk diameter of six (6) inches or more at a point two (2) feet above ground level shall be removed without the prior written consent of Declarant.

(b) **Extent of Landscaping.** The Owner of every Site or part thereof shall landscape and maintain all areas between the property lines and the building, and where such property lines abut a Street Right-of-Way, landscaping shall be maintained to the edge of the pavement, or as close thereto as is permitted by the governmental authority owning and/or maintaining it. The area between paved streets and the setback lines shall be used exclusively

for landscaping, except for walks and driveways bisecting the required landscaped area, and except for permitted parking areas.

(c) **Time of Installation.** Landscaping as approved by the ARC shall be installed within one hundred twenty (120) days of occupancy, or completion of the building, whichever occurs first.

(d) **Maintenance of Landscaping.** The Owner of every Site or part thereof shall at all times maintain the required landscaping in a sightly and well kept condition, including without limitation such replanting and replacement as is from time to time required. The Owner will provide hose bibs, underground lawn irrigation systems, or other appropriate facilities acceptable to Declarant in the vicinity of the landscaped areas in order to facilitate their maintenance.

(e) **Declarant's Cure Rights.** Should the Owner of any Site, or part thereof, fail to remedy any deficiency in the maintenance of the landscaping within ten (10) days after written notice thereof, Declarant hereby expressly reserves the right, privilege and license to go on the Site for the purpose of performing any maintenance, to make any reasonable Improvements and/or to take any corrective action, in landscape maintenance, as Declarant, in its reasonable discretion, shall deem to be required under this Declaration, all at the expense of the Owner, and if such cost is not paid to Declarant within ten (10) days after written notice to the Owner of the amount, it shall become a lien upon the Site and be enforceable as provided in Section 8.08.

4.05 **Parking Areas.**

(a) **General.** Adequate off-street parking shall be provided by the Owner of every Site or part thereof to accommodate all parking needs for his or its employees, visitors, and

company vehicles, and shall comply with any applicable provisions of the Proffers and Zoning ordinances. The intent of this provision is to eliminate the need for any on-street parking. If parking requirements increase as a result of a change in use or number of employees, visitors and/or company vehicles, additional off-street parking shall be provided by the Owner to satisfy the intent hereof, provided, however, that such additional parking shall not, as determined by Declarant, conflict with the approved landscape plan for the Site or any other provision of this Declaration.

(b) **Paving Required.** All driveways and parking areas shall be paved, with a hard dust-free surface.

4.06 **Storage and Loading Areas.** No materials, supplies or equipment, except during the construction of Improvements, shall be stored in any areas except inside an approved enclosed building.

ARTICLE V

Delegated Rights of ARC

5.01 **Permitted Uses.** The Property is to be a subdivision for general offices and commercial uses and other services, as permitted by applicable zoning classifications, and which are, in the opinion of the ARC, harmonious with the intent of these restrictions. All uses permitted will be subject to the zoning ordinances of the County of Henrico or other municipal authority having jurisdiction over the Property.

5.02 **Subdivision, Other Land.**

(a) **Subdivision.** No Site shall be subdivided, and no dedication of any part of a Site for a public or private right-of-way shall be made, without the prior written consent of the ARC.

(b) **Additions.** No Owner of a Site may add to such Site any land which is not subject to this Declaration or substantially equivalent protective covenants, which are recorded in the Clerk's Office and in which the Declarant is a party, nor extend, create or grant an easement for, or dedicate for public use, any right-of-way (for vehicular or pedestrian use) which provides ingress to and egress from the Site to and from any land not subject to this Declaration or substantially equivalent protective covenants, which are recorded in the Clerk's Office and in which the Declarant is a party, without the prior written consent of the ARC. It is the intent of this subparagraph (b) to prohibit the use of any land not a part of Innsbrook for the addition to, enlargement of or use in connection with the use of any Site, without the prior written consent of the ARC.

5.03 **Site Variation.** Because the size and topography of each Site is different, the required set-back from front, side and rear lot lines shall, subject to applicable law and the Proffers, be determined and stated by the ARC for each Site, based upon the proposed use, layout of Improvements, the location and amount of parking, landscaping, the shape of size of the Site, aesthetics, the use and lay-out of other Sites in the vicinity, and such other considerations as are deemed relevant by the ARC.

5.04 **Set Backs.**

(a) Subject to the provisions of subparagraph (b) of this Section 5.04, parking shall not be permitted:

- (1) Between pavement and property line;
- (2) Closer to a Street Right-of-Way than is approved by the ARC,

which will be no less than twenty-five (25) feet, or no less than fifteen (15) feet from any other property line; and

(b) Lighting shall comply with the following:

(1) Parking lot lighting standards shall not exceed twenty (20) feet in height without the approval of the Planning Commission of Henrico County (the “**Planning Commission**”). Lighting in parking lots shall be of low intensity, shall be positioned in such a manner as to minimize the impact of such lighting on adjacent residential areas and shall be of such type as is approved by the Planning Commission.

5.05 **Loading Docks.** Loading docks, if any, shall be located in rear or side yards, shall be screened to minimize the exposure from the street, and the location and plans therefor shall be subject to the prior written approval of the ARC.

5.06 **Specific Prohibitions.** Without limiting the generality of any of the foregoing, the following use restrictions shall be maintained and enforced with respect to the Property:

(a) **Temporary Improvements.** No temporary buildings or other Improvements of a temporary nature, including without limitation trailers, tents and shacks, shall be permitted on the Property. Temporary Improvements used solely in connection with the construction of permanent approved Improvements may be permitted provided they are located as inconspicuously as possible and are removed immediately after completion of such construction.

(b) **Antennas.** No antenna for transmission or reception of television signals or any other form of electromagnetic communications shall be erected, used, or maintained on any Site outside any building, whether attached to an Improvement or otherwise, without the prior written approval of the ARC, except to the extent otherwise permitted by law.

(c) **Service Lines.** No “service lines” shall be constructed, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduits or

cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved Improvements, except that electrical transformers may be permitted if properly screened and approved by the ARC. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to the construction of approved Improvements, nor the installation of permanent outdoor safety light poles. The foregoing shall not apply to "transmission lines" to be provided by the ARC, now or hereafter existing on the Property. It is the intent of the ARC to locate all future "transmission lines" in such a manner that they shall be as inconspicuous as possible. As used herein, the term "service line" shall include electric, cable television and telephone poles, wires, cables, conduits and/or equipment or other devices for the conveyance and use of electricity, telephone, radio and television signals on any Site or part thereof. As used herein, the term "transmission line" shall include such master electric, cable television and telephone poles, wires, cables, conduits, and/or equipment or other devices for the conveyance and use of electricity, telephone, radio and/or television signals to the Sites or parts thereof, and from which the "service lines" run.

(d) **Service Screening, Storage Areas.** Garbage and refuse containers shall be concealed and contained within buildings or shall be concealed by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integrated with the concept of the building plan, be designated so as not to attract attention, and shall be located in the most inconspicuous manner possible.

(e) **Street, Drives, Curbs and Walks.** Streets, drives, curbs and walks may only be constructed or altered in accordance with plans and specifications submitted to and having the prior written approval of the ARC.

(f) **Storage Tanks.** No storage tanks, including, but not limited to, those used for storage of water or propane gas, shall be permitted on the Property unless approved by the ARC in writing.

(g) **Mail Boxes.** No mail boxes shall be permitted on the Property except as approved by the ARC in writing.

(h) **Air Conditioning Equipment.** No air conditioning equipment which is visible on the exterior of any Improvements shall be permitted on the property unless approved by the ARC in writing. Approval shall be based upon adequacy of screening and/or landscaping of such equipment.

(i) **Fences.** No fence will be erected unless first approved in writing by the ARC, who will consider, among other things, the height, location and its materials, in order to insure its compatibility with the overall development of the Property.

(j) **Exterior Materials and Colors.** Finish building materials shall be applied to all sides of a building. Colors shall be harmonious and compatible with the colors of the natural surroundings and other adjacent buildings. The ARC shall have the sole right to approve or disapprove such materials and colors.

(k) **Repair of Building.** No building or other Improvement shall be permitted to fall into disrepair. Each improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the ARC. Should the Owner or Occupant of any Site or part thereof fail to remedy any deficiency in the repair and maintenance of any building or other improvement as provided above, within thirty (30) days after written notice thereof, the ARC hereby expressly reserves the right, privilege and license to make any and all reasonable repairs, etc. at the expense of the Owner. If

such cost is not paid within ten (10) days after written notice to the Owner of the amount, it shall become a lien upon the Site and enforceable as provided in Section 8.08.

(l) **Signs.** Plans and specifications for the construction, installation or alteration of all outdoor signs including traffic or directional signs shall be first submitted to and have the written approval of the ARC.

5.07 **Approval of Plans.**

(a) **Plans Submission.** Before commencing the construction or alteration of any buildings, enclosures, fences, loading docks, parking facilities, storage yards, storage tanks, landscaping or any other structures or permanent Improvements on or to any Site or part thereof, the Owner of every such Site or part thereof shall first submit four (4) sets of plans, specifications, and landscape plans to the ARC for its written approval, as hereinafter provided. One such copy of said plans, specifications, and landscape plans will become the sole property of the ARC.

(b) **Requirements.** No Improvements shall be erected, placed or altered on any Site or part thereof until plans and specifications showing plot layout and all exterior elevations, with materials and colors therefore and structural design, signs and landscaping, shall have been submitted to and approved in writing by the ARC. Such plans and specifications shall be submitted in writing over the signature of the Owner of the Site or part thereof, or his or its authorized agent, and shall be accompanied by the request of such Owner or agent specifying for which part of such plans and specifications approval is sought. Nothing herein shall be construed to require the submission of plans for the alternation of the interior of an existing building, or approval thereof, unless any planned interior alteration will substantially change the primary use of the Improvements.

(c) **Review Standards.** Approval shall be based, among other things, on adequacy of Site dimensions; storm drainage considerations; conformity and harmony of external design with neighboring structures, Improvements, operations and uses; relation of topography, grade and finished ground elevation of the Site being improved to that of neighboring Sites; proper facing of main elevation with respect to nearby streets; general guidelines as established by the ARC from time to time; the Proffers; and conformity of the plans and specifications to the use, purpose and general plan and intent of these covenants.

(d) **Time for Approval.** If the ARC fails either to approve or to disapprove such plans and specifications within thirty (30) days after the same have been submitted in writing to it, the approval required by this Section 5.07 shall no longer be required for such plans and specifications.

(e) **Disapproval.** Whenever the ARC disapproves such plans and specifications, the disapproval shall be accompanied by a written statement of the reason or reasons for disapproval.

(f) **Period Approval Effective.** Approval granted by the ARC shall be effective for a period of one year from the date the approval is given, or one year from the expiration of the thirty (30) day period specified in Section 5.07(d) hereof where approval is not expressly granted or denied. If construction has not commenced within the said one year period, the approval shall be deemed expired, and no construction shall thereafter commence without a written renewal of such prior approval or approval of an alternate submission.

(g) **Limitation of Declarant's and the ARC's Liability.** Neither Declarant, the ARC, nor their successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner or Occupant of land affected by this Declaration, by reason

of a mistake in judgment, negligence or malfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person, corporation, partnership or organization who submits plans to the ARC for approval agrees, by submission of such plans, and every Owner or Occupant of any of the Property agrees by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit against Declarant or the ARC to recover any such damages. In case of conflict between plan review and the provisions of this Declaration, this Declaration shall govern the rights and obligations of the parties. The ARC's approval of any building plans, specifications, site or landscape plans or elevations of any other approvals or consents given by the ARC pursuant hereto or otherwise, is given solely to protect the aesthetics of Innsbrook and shall not be deemed a warranty, representation or covenant that such buildings, Improvements, landscaping or other actions taken pursuant thereto or in reliance thereon, complies with, or is not in violation of any applicable laws, rules or regulations.

5.08 **Future Capital Improvements**. In the event that additional Improvements are proposed to be added to the Common Areas, whether by Declarant or any other third party, the inclusion of such Improvements for maintenance by the Association shall be first subject to approval by the ARC. If any such Improvements are approved by the ARC, which approval may be in its sole discretion, such Improvements, when complete, shall be turned over to the Association for maintenance.

5.09 **Additions of Territory**. The ARC may at any time, and from time to time, during the term of this Declaration add other land which is contiguous to the Property which is covered by this Declaration, and upon the recording of a notice of addition to territory containing the provisions set forth in 9.04 herein, the covenants contained in this Declaration shall, except to

the extent otherwise provided in the notice pursuant to Section 9.04, apply to the added land in the same manner as if it were originally covered by this Declaration; and thereafter the rights, powers and responsibilities of Declarant and the Owners of any part of the Property (including the added land) shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners of Sites within the added land shall be the same as in the case of the Property.

5.10 **Exceptions.**

(a) **General.** The ARC reserves the right to grant exceptions to any of the provisions contained in this Declaration. Such exceptions shall be granted by the ARC only when, in its sole opinion, the exception will not violate the general intent or purpose of this Declaration. Every exception granted by the ARC shall be made in writing in recordable form, and shall be recorded. The granting of any exception with respect to any Site or part thereof shall not be deemed an amendment of this Declaration except to the extent specifically set forth in such exception, shall not entitle any Owner or Occupant to similar rights or privileges, and shall create no negative reciprocal easements in favor of any other party.

(b) **Exceptions for Sites Requiring Rezoning.** The ARC shall continue to have the right (i) to grant exceptions to any provisions contained in this Declaration, as set forth in Section 5.10(a) above for which no rezoning is required, and (ii) subject to the terms set forth in the 2009 Assignment, with respect to any Site that is already developed, or which Site is proposed to be rezoned to an Urban Mixed Use (“UMU”) zoning designation (if the Site contains at least 20 acres required under the UMU zoning designation or is otherwise eligible for such zoning designation), or to another high density zoning designation (if the Site contains fewer than 20 acres) (any such rezoning is referred to herein as a “Rezoning” or as “Rezoned”),

the ARC will continue to have the right to grant exceptions to any provisions of this Declaration; however, an Owner seeking an exception or exceptions to the Declaration from the ARC for any Site that requires Rezoning shall seek approval by the ARC for the Rezoning and any plan or plans of development for the Rezoned Site, all in accordance with the provisions of Sections 5.10(c) and (d).

(c) **Rezoning**. Any Owner who desires a Rezoning of all or any portion of a Site whether a Vacant Site or an Improved Site, may do so in accordance with the provisions of this Section 5.10(c), as long as such Rezoning is consistent with the general intent of the Declaration, as determined by the ARC as set forth below. Any Owner desiring such a Rezoning shall first submit four (4) complete copies of its zoning application (including any proffered conditions) to the ARC, in writing, for approval by the ARC prior to submitting the zoning application to Henrico County, Virginia (the “**County**”). The ARC shall review the zoning application within thirty (30) days after receipt of the zoning application and request for review. The approval by the ARC shall be based upon the review standards set forth in Section 5.07(c) herein and the County’s land use plan. If the ARC fails to approve or to disapprove such zoning application specifying in writing the reason for disapproval, within such thirty (30) day period, the Owner may submit a second request for approval to the ARC, and if the zoning application has not been approved or disapproved specifying in writing the reasons for disapproval, within fifteen (15) days after the second notice has been received by the ARC, the zoning application will be deemed approved by the ARC. If the ARC approves the zoning application, the Owner may submit the zoning application to the County for approval, provided, however, that any material modification, amendment to or conditions to the zoning application must be approved by the ARC in the manner set forth in this Section 5.10. At the request of the Owner, the

Association shall provide a written certificate, in recordable form, confirming approval by the ARC of the zoning application, provided that such certificate will not be given unless and until the zoning application has first been approved by the County without material modification or amendment.

(d) **Plan of Development Approval.** If all or any portion of a Site has been Rezoned as approved by the ARC in accordance with the procedures set forth in Section 5.10(c) above, and if the Owner desires to develop the Site, the Owner shall first submit four (4) complete copies of the proposed plan of development to the ARC, with a request in writing for approval by the ARC, prior to submitting the plan of development application to the County. The ARC shall review the plan of development in accordance with the review standards set forth in Section 5.07(c) herein, and as determined by the ARC as set forth below. If the ARC has neither approved nor disapproved the plan of development, specifying in writing the reasons for disapproval, within thirty (30) days after the ARC's receipt of the Owner's request, the Owner may submit a second request for approval, and if the ARC has neither approved nor disapproved the plan of development, specifying in writing the reasons for disapproval, within fifteen (15) days after the ARC's receipt of the second request, the plan of development shall be deemed approved by the ARC. If the ARC disapproves the plan of development, it shall deliver written notice thereof to the Owner stating the reasons for such disapproval. If the ARC has approved a plan of development, the Owner may thereafter submit the plan of development to the County for its approval, provided, however, if there are any material modifications or amendments to such plan of development required in order to obtain approval by the County, such material modifications or amendments must be approved by the ARC in accordance with the procedures set forth above in this Section 5.10 prior to commencement of any construction on the Site.

Upon the Owner's request, if the ARC has approved a plan of development, the Association shall deliver a certificate to the Owner, in recordable form, confirming such approval, provided that the Association is not obligated to deliver an approval certificate unless the plan of development has been approved by the County without material modification or amendment.

5.11 **Delegated Rights**. The Delegated Rights are set forth in the 2009 Assignment, a copy of which is attached hereto as **Exhibit D**. The required procedures for replacing members of the ARC by the Association, shall be as set forth in the 2009 Assignment.

ARTICLE VI

Enforcement

6.01 **Reciprocal Rights, Covenants Run With Land**. All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every Site, or part thereof, in favor of every other Site or part thereof; shall create reciprocal rights and obligations between the respective Owners of all Sites and privity of contract and estate between grantees and lessees of said Sites or parts thereof, their heirs, successors and assigns; and shall as to the owner of each Site, its heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Sites or parts thereof.

6.02 **Attorney's Fees**. In any legal or equitable proceeding for the enforcement of, or to remedy the violation of these covenants or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party, or parties, in such amount as may be fixed by the court in such proceeding. Such fees shall become a lien against the Site owned by the losing party and be enforceable as provided in Section 8.08. All remedies provided herein and/or otherwise available, at law or in equity, shall be cumulative and not exclusive.

6.03 **Inspection.** Declarant may from time to time at any reasonable hour or hours, enter upon and inspect any property or Improvements subject to these restrictions to ascertain compliance therewith.

6.04 **Declarant's Right to Cure Violations.** In the event any Owner or Occupant of a Site or part thereof violates any of the provisions hereof and fails to cure same within thirty (30) days (or such shorter time as may be provided elsewhere herein as to specific matters) after the receipt of written notice from Declarant to do so, then Declarant hereby expressly reserves the right, privilege and license to enter upon the Site and take any action to cure such violation, and all reasonable costs thereof shall be at the expense of the Owner. If the cost of so doing is not paid within ten (10) days after written notice to the Owner of the amount, it shall become a lien upon the Site and be enforceable as provided in Section 8.08. In addition, Declarant may pursue any other legal remedies available to it to enforce the covenants and restrictions set forth herein.

6.05 **By Whom Enforceable.** These covenants may be enforced by the Declarant, any Owner, or the Association, but none of them shall have any obligation to do so, nor be liable to any one in the event of their failure so to do.

6.06 **Specific Enforcement.** All provisions of these covenants shall be specifically enforced by any court of competent jurisdiction upon petition by any party entitled to enforce them as herein provided.

6.07 **Failure to Enforce Not a Waiver of Rights.** The failure of Declarant or any Owner of any of the Property to enforce any covenants herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other provision of this Declaration.

ARTICLE VII

Term, Termination, Modification
And Assignment of Declarant's Rights and Duties

7.01 **Term.** This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period of twenty (20) years from the date of recordation of the Original Declaration, after which it shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by vote of a majority of the members of the Association, modifying or terminating this Declaration, has been recorded.

7.02 **Termination and Modification.** This Declaration, or any provision hereof, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, with the written consent of the Owners of fifty-one percent (51%) of the Property subject to these restrictions, based on the number of square feet owned as compared to the total number of square feet of land subject to these restrictions. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the Clerk's Office.

7.03 **Assignment of Declarant's Rights and Duties.** Any and all rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation, partnership or organization which will assume the position of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation, partnership or organizations evidencing its consent in writing to accept such assignment and assume such position, it shall, to the extent of such assignment, have the same rights and powers as are reserved herein by Declarant and be subject to the same obligations, if any, which then exist by reason of this Declaration.

7.04 **Partial Vacation of Declaration.** Notwithstanding any other provision of this Declaration, Declarant may, by recordation of an appropriate "Notice of Partial Vacation" in the Clerk's Office, remove this Declaration from any Property otherwise subject to it provided (i) that no subdivision plat respecting such Property shall have been recorded in the aforesaid Clerk's Office and shall not have been vacated; and (ii) any person, corporation, partnership, or organization having record title to any of the Property to be relieved from this Declaration must join in the "Notice of Vacation" for it to be effective as to their Property. For the purposes of this Section 7.04, trustees under Deeds of Trust shall not be deemed to have record title and need not join in the "Notice of Vacation."

ARTICLE VIII

Owners Association

8.01 **Membership.** Every Owner, as defined in this Declaration, shall be a member of the Association. The Association is governed by a board of directors consisting of members in the number required by the By-laws of the Association, as properly amended from time to time. The Association will be governed by the provisions of this Article VIII.

8.02 **Election of Directors.** The Board of Directors shall be elected in accordance with the By-Laws of the Association as currently in effect, or as properly amended from time to time.

8.03 **Members.** All Owners of land in Innsbrook to which these, or similar Protective Covenants imposed by Declarant, are applicable, shall, upon becoming an Owner, automatically become a member of the Association. Declarant, so long as it owns any land in Innsbrook, shall be a member (but ownership of common areas and Street Rights-of-Way shall not be counted in

determining the number of votes to which it is entitled as provided in Section 8.07 of this Article VIII), but only to the extent it owns land which is subject to this Declaration.

8.04 **Association Maintenance**. The Association shall, except as provided in Section 5.08, at its expense maintain all common areas, including easements, so designated on plats that have been recorded by Declarant and any such plats that may be recorded by Declarant in the future, median strips in public roads, buffer strips, jogging trails, lakes, medians (or islands) in the roads and at entrance to the Property, signs identifying the Property, and all decorative structures and other amenities located in medians or common areas.

8.05 **Common Areas and Easements, Ownership**. The Association acknowledges and agrees that all common areas and easements previously provided by the Innsbrook Corporation and/or Innsbrook North Associates have been, and will continue to be maintained by the Association as provided herein.

8.06 **Election of Directors**. Each member of the Association shall be entitled to one vote for each acre of land, or fraction of an acre equal to one-half acre or more, in the election of directors, and in all other matters on which the members are entitled to act. Directors shall be elected annually to serve for one year.

8.07 **Funding**. Funds to operate the Association will be provided by assessment of its members. The amount of such assessment shall be fixed from time to time by a meeting of the members called by the Board of Directors for the purpose. At such meeting, the Board of Directors shall submit to the members its estimate of the total cost to be incurred by the Association for the ensuing year, or such other period as shall be acceptable to the members, and each member shall thereupon become liable for its pro rata share of such total based upon the ratio of the number of acres owned by each to the total number of acres owned by all members,

which shall be payable as determined by the Board of Directors. For this purpose, common areas, including easements, so designated on recorded plats and Street Rights-of-Way shall not be deemed owned by any member. For purposes of such assessment, Declarant shall be deemed a member to the same extent as an owner with respect to any land owned by it (other than Common Area) in the area for which the Association has become responsible for maintenance.

8.08 **Unpaid Assessments.** Any assessments by the Association which are not paid by a member within such reasonable time as shall be designated by vote of the member at the meeting at which the assessment is made, or in the by-laws of the Association, shall bear interest at a rate per annum determined by the Board of Directors or as provided in the by-laws, from such date until paid, and shall constitute a lien upon the Site owned by such member. Such lien shall have priority over all other liens, including without limitations mortgages, deeds of trust or any other lien hereafter placed upon any Site, except a first mortgage or deed of trust securing a loan by a bona fide institutional lender, to which such lien shall be subordinate. The amount of any such lien may be enforced by suit or otherwise, at the election of the Association, and the Owner will reimburse the Association for all attorney's fees and expenses incurred in so doing, the amount of which shall also constitute a lien on the Site as herein provided.

8.09 **Creation of Special Interest Entities.**

(a) **General.** The Board of Directors of the Association (the "IOA Board") is authorized to create unincorporated business associations, Virginia non-stock corporations, or other entities that are formed for the purpose of promoting the common interests within Innsbrook of two or more Owners (and/or their tenants) in a manner that will protect and enhance, and not diminish, the "Innsbrook" brand (an "SIE"). Any SIE created by the IOA Board shall be wholly-owned by the Association. The IOA Board may terminate any SIE at any

time, in the sole discretion of the IOA Board. The affairs of an SIE shall be managed by a board of directors for the SIE (the “**SIE Board**”). The SIE Board shall be composed of all Owners who desire to join the SIE. Any Owner may join the SIE and may withdraw from the SIE, at the Owner’s option, upon written notice to the IOA Board and the SIE Board. Any Owner who joins an SIE may, at the Owner’s option, appoint others (including tenants who lease space in the Park from the Owner) to represent the Owner’s interest on the SIE Board. The intent of this Amendment is to permit creation of SIEs to promote joint interests of various Owners (or their tenants) in the Park, in a manner that will promote and enhance the image of Innsbrook as a first class office, commercial and future residential development. The IOA Board shall not create any SIE for the purpose of promoting any political party or agenda, nor any religious group or activity. An SIE Board may appoint committees or subcommittees, whose members shall be Owners who are on the SIE Board, or their duly appointed representatives.

(b) **Budget**. An annual budget for the SIE shall be prepared and approved by the SIE Board as soon as possible after formation of the SIE, and thereafter prior to December 1 of each year (an “**SIE Budget**”). The SIE Budget shall specify the amount of funds required to be raised during the budget year through special assessments made by the Association as outlined in Section 8.09(c) below, shall specify the Owners on the SIE Board whose Sites will be subject to the special assessment, and the amount that each Owner subject to the special assessment shall be responsible to pay. The SIE Budget shall be submitted to the IOA Board, and the IOA Board shall direct the Association to pay the expenses of the SIE, at the written direction of the SIE Board, to the extent that funds are available to the Association through special assessments as more particularly set forth in Section 8.09(c) below. The SIE Board shall be entitled to raise funds for its use through means other than the special assessments as well.

(c) **Special Interest Assessment Districts.** The IOA Board is authorized to create special purpose assessment districts (“SIAD”) for the purpose of funding the affairs of an SIE. The Site of every Owner who is a member of the SIE Board shall be included in any SIAD created for purposes of funding the SIE. Any special assessment made pursuant to the SIAD created for that SIE shall reflect the amounts determined in the SIE Budget approved by the SIE Board. Each Owner whose Site is subject to the SIAD will pay a special assessment to the Association, such special assessment only affecting Sites owned by the Owners who are members of the SIE Board as of January 1 of each year. All special assessments made pursuant to an SIAD shall be used solely for purposes of funding the affairs of the SIE. Any funds collected from such special assessment shall be held by the Association in a separate account and used only for paying expenses of the SIE, as directed in writing by the SIE Board, provided, however, that such funds need not be held in a segregated account. The Association shall have the same right to enforce the special assessments for the SIAD as for any other assessment or special assessment permitted pursuant to this Declaration and the Bylaws of the Association.

ARTICLE IX

Miscellaneous Provisions

9.01 **Constructive Notice and Acceptance.** Every person, corporation, partnership or organization, who or which now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person, corporation, partnership or organization acquired such right, title or interest.

9.02 **Paragraph Headings.** Paragraph headings, where used herein, are inserted for convenience or reference only, are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer, and accordingly shall not be deemed or construed to affect the meaning of any provision hereof.

9.03 **Affect of Invalidation.** If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

9.04 **Notice of Additions.** The notice of addition to territory referred to in Section 5.09 of Article V shall contain the following provisions:

(a) **Reference to Declaration.** A reference to this Declaration, which reference shall state the date of recording hereof and the book or books and page number or numbers in the Clerk's Office where this Declaration is recorded.

(b) **Applicability to Added Territory.** A statement that the provisions of this Declaration shall, except to the extent otherwise stated therein, apply to the added territory in the manner set forth in Section 5.09 of Article V.

(c) **Legal Description.** The legal description of the added territory.

9.05 **Proffers** The Proffers are incorporated in and shall be deemed to be a part of this Declaration to the same extent as if set forth fully herein. If the Board of Supervisors or the Planning Commission of Henrico County shall approve any further amendment to or modification of the Proffers, such action shall not change such Proffers as a part of this Declaration unless approved in writing by the ARC, its successors or assigns, and unless so approved, the Proffers shall continue to be binding upon all Owners of Sites in Innsbrook.


9.06 **Written Notice.** Whenever written notice is required or specified herein, such written notice shall be deemed made and given only when (i) delivered in person, (ii) deposited in the United States mail, certified, with return receipt requested, postage paid, or (iii) deposited, prepaid, with a guaranteed overnight national courier service, such as Federal Express, for next business day delivery, and in the case of (ii) and (iii), addressed to the address of the Owner on file with the Association, or for notices to the Association, addressed to the Association c/o Highwoods Properties, Inc., 4501 Highwoods Parkway, Suite 400, Glen Allen, Virginia 23060. Notices will be deemed received when actually received if delivered in person, three (3) business days after deposit in the United States mail as provided in the preceding sentence, or the next business day following deposit with a guaranteed overnight courier service as provided in the previous sentence. Any Owner may change its address for notice purposes by providing written notice to the Association in the manner provided in this Section 9.06. The Association may change its address for notice purposes by providing written notice to any applicable Owner in the manner provided in this Section 9.06, by publishing its change of address by a general notice distributed to all the Owners in the manner permitted under its By-Laws, or by publishing its address or the address of its agent at www.innsbrook.com.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has caused its name to be signed hereto, and its corporate seal to be affixed and attested, by its officers who are authorized to do so.

THE INNSBROOK OWNERS ASSOCIATION, INC.,
a Virginia non-stock corporation

By: 
Paul W. Kreckman
President

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Henrico :

The foregoing instrument was acknowledged before me this 12th day of May, 2011, by Paul W. Kreckman, as President of The Innsbrook Owners Association, Inc., a Virginia non-stock corporation, on behalf of said corporation.

My Commission expires: 8/31/13
Notary registration no.: 361545


Notary Public



EXHIBIT A


RECORDED AMENDMENTS

1. Notice of Addition of Property, undated, recorded in the Clerk's Office in Deed Book 1851, page 1283;
2. Second Notice of Addition of Property to Innsbrook Protective Covenants, Dated November 30, 1983, recorded in the Clerk's Office in Deed Book 1898, page 645;
3. Second [sic] Notice of Addition of Property, and Amendment, to Innsbrook Protective Covenants, Dated October 3, 1984, recorded in the Clerk's Office in Deed Book 1929, page 1565;
4. Fourth Notice of Addition of Property, Amendment and Correction, to Innsbrook Protective Covenants, Dated December 20, 1984, recorded in the Clerk's Office in Deed Book 1938, page 923;
5. Fifth Notice of Addition of Property, and Amendment, to Innsbrook Protective Covenants, Dated June 3, 1985, recorded in the Clerk's Office in Deed Book 1957 page 1037;
6. Sixth Notice of Addition of Property, and Amendment, to Innsbrook Protective Covenants, Dated June 3, 1985, recorded in the Clerk's Office in Deed Book 1959, page 692;
7. Seventh Notice of Addition of Property, and Amendment, to Innsbrook Protective Covenants, Dated July 2, 1985, recorded in the Clerk's Office in Deed Book 1961, page 678;
8. Eighth Notice of Addition of Property, and Amendment, to Innsbrook Protective Covenants, Dated October 25, 1985, recorded in the Clerk's Office in Deed Book 1979, page 1774;
9. Ninth Amendment to Innsbrook Protective Covenants, Dated December 29, 1987, recorded in the Clerk's Office in Deed Book 2119, page 608;
10. Tenth Notice of Addition of Property to Innsbrook Protective Covenants, Dated February 15, 1988, recorded in the Clerk's Office in Deed Book 2122, page 581;
11. Eleventh Notice of Addition of Property to Innsbrook Protective Covenants, Dated June 30, 1988, recorded in the Clerk's Office in Deed Book 2146, page 1063;
12. Twelfth Notice of Addition of Property to Innsbrook Protective Covenants, Dated July 18, 1988, recorded in the Clerk's Office in Deed Book 2143, page 501;

13. Thirteenth Amendment and Notice of Addition of Property to Innsbrook Protective Covenants, Dated December 1, 1988, recorded in the Clerk's Office in Deed Book 2165, page 1259;
14. Thirteenth [sic] Notice of Addition of Property to Innsbrook Protective Covenants, Dated December 19, 1995, recorded in the Clerk's Office in Deed Book 2625, page 1767;
15. Fifteenth Notice of Addition of Property to Innsbrook Protective Covenants, Dated August 12, 1999, recorded in the Clerk's Office in Deed Book 2940, page 852;
16. Sixteenth Notice of Addition of Property to Innsbrook Protective Covenants, Dated March 26, 2001, recorded in the Clerk's Office in Deed Book 3086, page 1321;
17. Seventeenth Notice of Addition of Property to Innsbrook Protective Covenants, undated, recorded in the Clerk's Office in Deed Book 3086, page 1330; and
18. Seventeenth [sic] Notice of Addition of Property to Innsbrook Protective Covenants, Dated August 19, 2003, recorded in the Clerk's Office in Deed Book 3754, page 2279.

EXHIBIT B**INNSBROOK OWNERS ASSOCIATION, INC.****CERTIFICATE OF PRESIDENT**

The undersigned hereby certifies that he is the duly elected or appointed, and acting President of Innsbrook Owners Association, Inc. (the "Association") and that at a duly held annual meeting of the Association on December 7, 2010, the requisite majority of Owners approved the preparation and recordation of the Amended and Restated Innsbrook Protective Covenants to which this certificate is attached.



Paul W. Kreckman, President

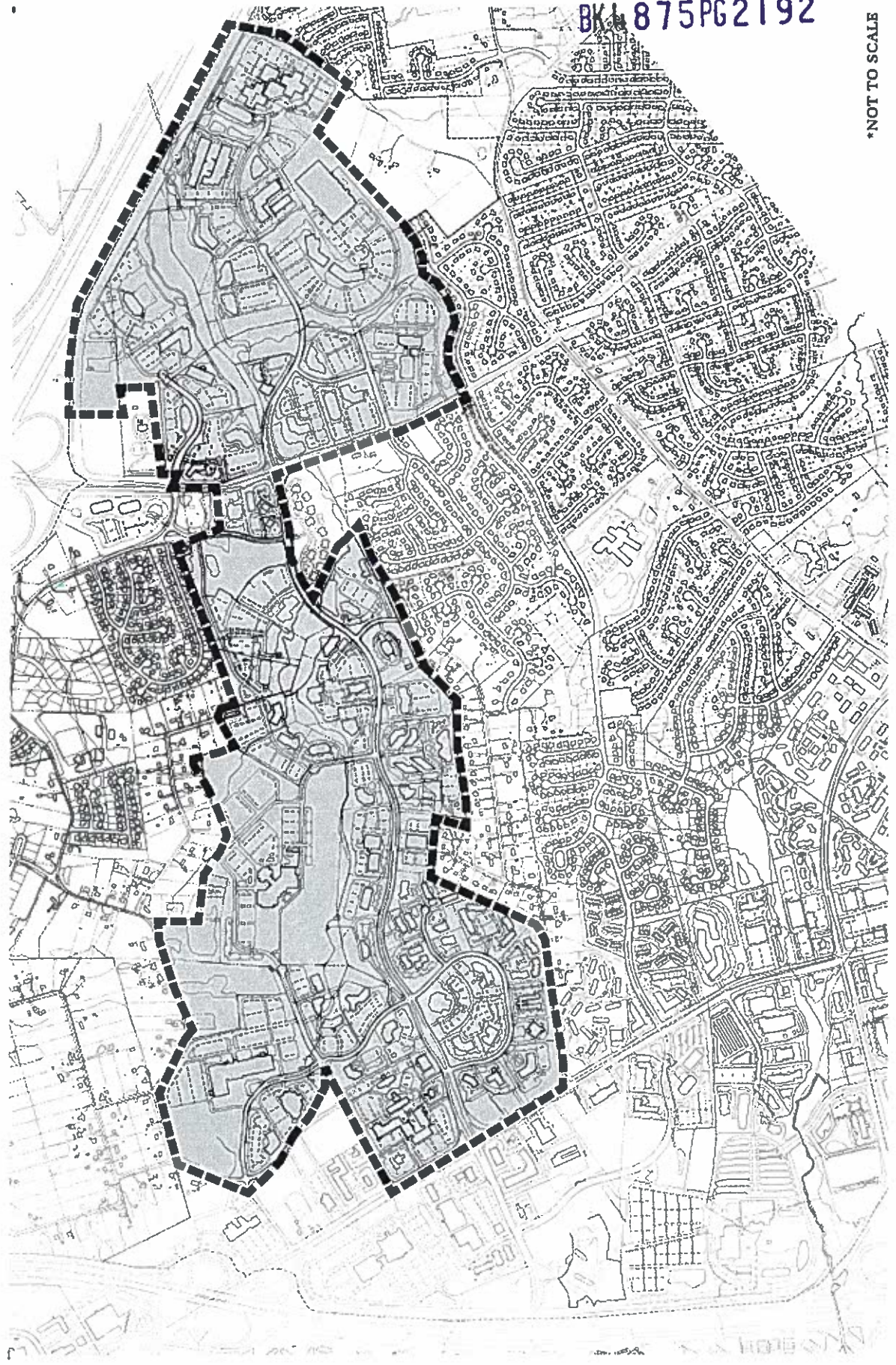
BK 4875PG2191

EXHIBIT C

THE PROPERTY

Exhibit C: The Property - Innsbrook Corporate Center

HENRICO COUNTY, VIRGINIA



BK 875PG2192

*NOT TO SCALE

EXHIBIT D
2009 ASSIGNMENT

BK4875PG2193



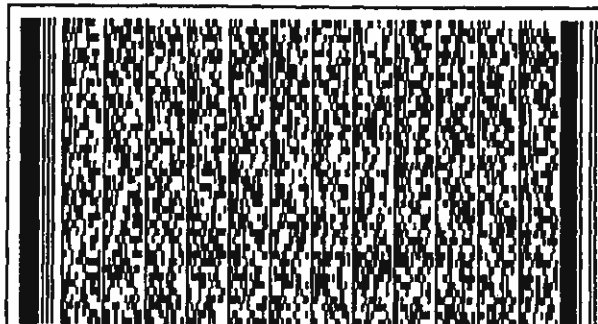
LR 200900004683 02/12/2009 11:57:00 AM

Instrument Control Number

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

[ILS Cover Sheet Agent Online 1.1.6]

T A X P E X E M P T	C	Date of Instrument	{ 01/04/2009 }		
	O	Instrument Type	{ ASGMT }		
	R	Number of Parcels	{ 2 }		
	P	Number of Pages	{ 8 }		
		City <input type="checkbox"/> County <input checked="" type="checkbox"/> { Henrico County }			
(Box for Deed Stamp Only)					
First and Second Grantors					
		Last Name	First Name	Middle Name	Suffix
<input type="checkbox"/>	<input type="checkbox"/>	Gunst	Sidney	J	Jr
First and Second Grantees					
		Last Name	First Name	Middle Name	Suffix
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Innsbrook Owners Association Inc			
		Grantee Address (Name)	Innsbrook Owners Association Inc		
		(Address 1)	n/a		
		(Address 2)	n/a		
		(City, State, Zip)	n/a		
		Consideration { 0.00 }	Existing Debt { 0.00 }	Assumption Balance { 0.00 }	
Prior Instr. Recorded at: City <input type="checkbox"/> County <input checked="" type="checkbox"/> { Henrico County } Percent. in this Juris.(%) { 100 }					
Book { 1841 } Page { 1106 } Instr. No { }					
Parcel Identification No (PIN) { 748-761-5174 }					
Tax Map Num. (If different than PIN) { }					
Short Property Description { See Instrument }					
Current Property Addr (Address 1) { }					
(Address 2) { }					
(City, State, Zip) { }					
Instrument Prepared by { Hirschler Fleischer }					
Recording Paid for by { Hirschler Fleischer }					
Return Recording to (Name) { Hirschler Fleischer }					
(Address 1) { P.O. Box 500 }					
(Address 2) { }					
(City, State, Zip) { Richmond } [VA] [23218-0500]					
Customer Case ID { }					



~~BK 4603 PG 2347~~

[ILS Cover Sheet Agent Online 1.1.6]

T	G	C	Date of Instrument	[01/04/2009]
A	R	O	Instrument Type	[ASGMT]
X	A	R		
	N	P	Number of Parcels	[2]
E	T			
X	O		Number of Pages	[8]
E	R			
M	E		City <input type="checkbox"/> County <input checked="" type="checkbox"/> [Henrico County	
P				
T				

Grantor

(Box for Deed Stamp Only)

Grantors/Grantees/Parcels Continuation Form C[illegible]

Prior Instr. Recorded at: City ☐ County ☒ [Henrico County] Percent. in this Juris.(%) [100]
 Book [1841] Page [1106] Instr. No []
 Parcel Identification No (PIN) 751-767-7532
 Tax Map Num. (If different than PIN)
 Short Property Description See Instrument
 Current Property Addr(Address 1)
 (Address 2)
 (City, State, Zip) [] [] [] []

Prior Instr. Recorded at: City ☐ County ☒ [] Percent. in this Juris.(%) []
 Book [] Page [] Instr. No []
 Parcel Identification No (PIN) {
 Tax Map Num. (if different than PIN) {
 Short Property Description {
 Current Property Addr(Address 1) {
 (Address 2) {
 (City, State, Zip) []



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Prepared By:
Hirschler Fleischer
2100 E. Cary Street (23223)
P. O. Box 500
Richmond, VA 23218-0500

GPIN Nos. 748-761-5174, 751-767-7532 and others

ASSIGNMENT OF DEVELOPMENT AND DECLARANT'S RIGHTS

THIS ASSIGNMENT OF DEVELOPMENT AND DECLARANT'S RIGHTS (this "Assignment"), is made as of the 4th day of January, 2009, by SIDNEY J. GUNST, JR. ("Gunst") [to be indexed as grantor], the INNSBROOK OWNERS ASSOCIATION, INC., a Virginia non-stock corporation ("IOA") [to be indexed as grantee].

RECITALS

A. The Innsbrook Corporation ("Innsbrook") was a Virginia corporation created for the purpose of purchasing property in Henrico County, Virginia, creating an office park, now known as the "Innsbrook Corporate Center", and selling its property within the Innsbrook Corporate Center.

B. Innsbrook, as "Declarant", recorded the Innsbrook Protective Covenants, dated September 25, 1981, and recorded in the Clerk's Office, Circuit Court, Henrico County, Virginia (the "Clerk's Office"), in Deed Book 1841, page 1106, which subjected the property within the Innsbrook Corporate Center to the terms and provisions of the Declaration. As used herein, the Innsbrook Protective Covenants, as amended and supplemented from time to time, is referred to herein as the "Declaration".

C. Innsbrook North is a general partnership which was formed for the purpose of acquiring and developing an office park north of the Innsbrook Corporate Center, known as "Innsbrook North" (referred to herein as the "North Office Park"). By Eighth Notice of Addition of Property and Amendment to Innsbrook Protective Covenants from Innsbrook and Innsbrook North dated October 25, 1985, recorded in the Clerk's Office in Deed Book 1979, page 1774, Innsbrook North subjected the North Office Park to the Declaration and the North Office Park became a part of the Innsbrook Corporate Center.

D. By Assignment of Development and Declarant's Rights dated December 27, 1999, between Innsbrook and Innsbrook North, recorded in the Clerk's Office on February 22, 2000, in Deed Book 2981, page 1244, Innsbrook assigned, among other things, any residual development rights and interests it held under the Declaration to Innsbrook North, in order to provide for continuity in the operations and management of the Innsbrook Corporate Center. Innsbrook has terminated its corporate existence.

E. Innsbrook North no longer owns any real property in the Innsbrook Corporate Center, and assigned all of its residual development rights and interests under the Declaration to Gunst pursuant to a certain Assignment of Development and Declarant's Rights dated December

31, 2008, recorded immediately prior hereto in the Clerk's Office. Gunst desires to assign all the residual development rights and interests under the Declaration assigned to him by Innsbrook North to the IOA, on the terms and conditions set forth herein, in order to provide for continuity in the operations and management of the Innsbrook Corporate Center.

ASSIGNMENT

In consideration of Ten Dollars (\$10.00) paid by the IOA to Gunst, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Gunst and the IOA agree as follows:

1. Assignment. Subject to the conditions and limitations set forth herein, and in accordance with Section 7.03 of the Declaration, Gunst hereby assigns forever, conveys and quitclaims to the IOA, and its successors and assigns, all rights exercisable by Gunst under the Declaration, and any and all rights which Gunst now has relating directly to the development, sale and management of the Innsbrook Corporate Center located in Henrico County, Virginia, including, without limitation, the following:

(a) All rights of the Declarant under the Declaration that have been assigned to Gunst, including, without limitation, the right to revoke any conditional assignments of those rights which have previously been made by Gunst (the "Declarant's Rights").

(b) All right, title and interest held by Gunst in any easements, licenses granting rights to use property, and common area located in the Innsbrook Corporate Center, if any.

(c) All contractual rights held by Gunst relating to the development of the Innsbrook Corporate Center, if any, including, without limitation, any rights in connection with the grant to third parties for the establishment and use of telecommunication links within the Innsbrook Corporate Center.

(d) Any rights reserved by Innsbrook or Gunst and held by Gunst with regard to any property in the Innsbrook Corporate Center which were reserved in documents recorded in the Clerk's Office, including, without limitation, any reversionary rights, rights to relocate roads or easements and rights to reimbursement of costs expended by Innsbrook or Gunst in maintaining or constructing any facilities located within the Innsbrook Corporate Center, reserving to Gunst all rights of reimbursement, if any, for funds spent by Innsbrook or Gunst prior to the date hereof.

2. Assumption by the IOA. By its signature below, the IOA hereby assumes all of the obligations of the Declarant under the Declaration, subject to the terms and conditions set forth herein.

3. Representations of Gunst. In order to induce the IOA to accept this Assignment, Gunst represents and warrants to the IOA as follows:

(a) There are no claims, lawsuits or proceedings pending or, to the best of Gunst's knowledge, threatened against or relating to Gunst which relate to the Declaration or to any of the rights and interests assigned herein, in any court or before any governmental agency.

(b) Gunst has full power, right and authority to enter into and fulfill its obligations under this Assignment. The execution and delivery of this Assignment and compliance with its terms will not conflict with or result in the breach of any law, judgment, order, writ, injunction, decree, rule or regulation or conflict with, or result in the breach of any other agreement, document or instrument to which Gunst is a party or by which Gunst is bound or affected.

4. IOA's Representations. The IOA hereby represents and warrants to Gunst that the IOA has full power, right and authority to enter into and fulfill its obligations under this Assignment; the person executing this Assignment on behalf of the IOA is authorized to do so; the execution and delivery of this Assignment and compliance with its terms will not conflict with or result in the breach of any law, judgment, order, writ, injunction, decree, rule or regulation or conflict with, or result in the breach of any other agreement, document or instrument to which the IOA is a party or by which it is bound or affected.

5. Conditions to Assignment of Delegated Rights. Certain of the Declarant's Rights assigned herein are referred to in this Assignment as the "Delegated Rights". The Delegated Rights consist of the following rights set forth in the Declaration. The Section numbers below refer to the Section numbers set forth in the Declaration:

- (i) The right to annex additional property set forth in Sections 2.03(a) and (b).
- (ii) The right to determine whether uses are harmonious with the Declaration set forth in Section 3.01.
- (iii) The right to approve any subdivision and/or dedication of any part of a Site (as defined in the Declaration) set forth in Section 3.03.
- (iv) The right to determine required set-backs set forth in Section 4.01(b).
- (v) The right to approve plans and specifications for signs set forth in Section 4.05.
- (vi) The right to approve the distance between parking and any Street Right-of-Way (as defined in the Declaration) set forth in Section 4.06(c).
- (vii) The right of Declarant to account for size and topography of each Site in considering various approvals, as set forth in Section 4.06(d).
- (viii) The right to approve loading docks and screening set forth in Section 4.07(b).

(ix) All of Declarant's approval rights with respect to the specific prohibitions set forth in Section 4.08.

(x) All rights of Declarant with respect to submission and approval of plans, specifications, and landscape plans set forth in Article V of the Declaration.

(xi) The right to provide capital improvements in the Common Area (as defined in the Declaration) set forth in Section 8.05.

(xii) The right to encumber additional territory under the Declaration as set forth in Section 9.04.

(xiii) The right to grant exceptions to any of the provisions contained in the Declaration as set forth in Section 9.08.

The assignment of the Delegated Rights to the IOA herein is subject to the following terms and conditions, and is expressly conditioned upon compliance by the IOA with its obligations below in this Section 5 within the time frames set forth below:

(a) The IOA shall form an architectural review committee with three (3) members (the "ARC") within thirty (30) days after the date of this Assignment. Two of the initial members shall be Gunst and Kreckman. The third member will be chosen jointly by Gunst and Kreckman.

(b) The Delegated Rights are hereby deemed to be assigned to the ARC. The IOA will execute any documents or instruments reasonably required by Gunst to confirm the exclusive right of the ARC to exercise the Delegated Rights and, if necessary, to further assign the Delegated Rights to the ARC. For so long as Gunst or Kreckman, or any successors which either Gunst or Kreckman appoint (a "Designated Successor"), are members of the ARC, the ARC shall have the sole right to exercise the Delegated Rights. When neither Gunst nor Kreckman, nor any Designated Successor of Gunst or Kreckman, remains a member of the ARC, the right to exercise the Delegated Rights shall revert to the IOA. Notwithstanding the foregoing, the ARC may, at its election, delegate to the IOA the right to exercise certain of the Delegated Rights, with respect to particular properties in the Innsbrook Corporate Center, by written notice from the ARC to the IOA.

(c) The IOA shall amend its bylaws within thirty (30) days after the date of this Assignment to require that (i) any indemnification provisions in the bylaws of the IOA which are applicable to officers and directors thereof will apply with equal force to the members of the ARC (the "Indemnification Rights"), and (ii) the IOA shall carry directors' and officers' liability insurance reasonably acceptable to the ARC, which insurance coverage shall include the members of the ARC in their exercise of the Delegated Rights (the "Insurance Coverage"). The IOA shall deliver a certificate of insurance to the ARC evidencing the Insurance Coverage within thirty (30) days after the date of this Assignment, and shall deliver renewal certificates at least thirty (30) days prior to the expiration of such insurance coverage. If the IOA fails to deliver

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such evidence of insurance, the ARC may obtain such Insurance Coverage, at the expense of the IOA.

(d) If Gunst desires to withdraw from the ARC, he may do so by providing written notice to the IOA and Kreckman. Gunst shall have the right to appoint a Designated Successor and shall state the name of his Designated Successor in his notice of withdrawal. The Designated Successor shall have the same rights and interests with respect to the ARC and the Delegated Rights as Gunst. If Gunst desires to withdraw but fails to name a Designated Successor in his withdrawal notice, or if Gunst dies or becomes disabled and is unable to perform his duties as a member of the ARC, the right to appoint a Designated Successor for Gunst shall belong to Kreckman. If Kreckman fails to appoint a Designated Successor for Gunst in writing within thirty (30) days after the effective date of Gunst's withdrawal from the ARC, or the date of Gunst's death or disability, as applicable, the IOA shall appoint a successor to Gunst.

(e) If Kreckman desires to withdraw from the ARC, he may do so by providing written notice to the IOA and Gunst. Kreckman shall have the right to appoint a Designated Successor and shall state the name of his Designated Successor in his notice of withdrawal. The Designated Successor shall have the same rights and interests with respect to the ARC and the Delegated Rights as Kreckman. If Kreckman desires to withdraw but fails to name a Designated Successor in his withdrawal notice, or if Kreckman dies or becomes disabled and is unable to perform his duties as a member of the ARC, the right to appoint a Designated Successor for Kreckman shall belong to Gunst. If Gunst fails to appoint a Designated Successor for Kreckman in writing within thirty (30) days after the effective date of Kreckman's withdrawal from the ARC, or the date of Kreckman's death or disability, as applicable, the IOA shall appoint a successor to Kreckman.

(f) If the third member of the ARC desires to withdraw, he or she may do so by providing written notice to Gunst, Kreckman and the IOA. Gunst and Kreckman shall select his or her successor jointly within thirty (30) days after the effective date of the third member's withdrawal, and shall notify the IOA in writing of the name of the successor within such thirty (30) day period. If Gunst and Kreckman have failed to choose a successor for the third member and notify the IOA in writing of the name of the successor within such thirty (30) day period, the IOA shall choose the successor to the third member.

(g) If both Gunst and Kreckman withdraw from the ARC without designating their successors, the IOA shall appoint successors for both Gunst and Kreckman.

(h) The IOA agrees that, without the prior written approval of both Gunst and Kreckman, for so long as Gunst or Kreckman or any Designated Successor of Gunst or Kreckman is a member of the ARC, the IOA shall not, by amending its bylaws, passing any resolution, or otherwise, attempt to (i) terminate the ARC, (ii) replace any member of the ARC, (iii) limit the right of the ARC to exercise the Delegated Rights, (iv) withdraw or modify the Indemnification Rights, or (v) fail to keep the Insurance Coverage in place at all times. If the IOA takes any of the actions which are prohibited by this Section 5(h), the assignment of the development rights and Declarant's Rights to the IOA set forth in Section 1 herein shall automatically terminate, and such assignment shall be deemed to be void and of no further force

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or effect. Thereafter the development rights and Declarant's Rights shall be held and exercised solely by Gunst and Kreckman and their respective successors and assigns.

(i) The IOA shall provide, at its expense, administrative support to the ARC in connection with applications and requests submitted for approval to the ARC. Such support shall be provided in a similar manner as the property manager agreement currently in effect between the IOA and Highwoods Properties, Inc., under which architectural review requests are currently handled.

6. Entire Agreement. This Assignment constitutes the entire agreement between the parties hereto with respect to the assignment of the development rights and Declarant's Rights, and supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to such matter including, without limitation, any conditional or temporary assignment of such rights which have been given by Innsbrook or Gunst prior hereto, all of which temporary or conditional assignments are hereby revoked. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. Further Instruments. Gunst will, whenever and as often as it shall be reasonably requested to do so by the IOA, and the IOA will, whenever and as often as it shall be reasonably requested to do so by Gunst, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments, correction instruments and all other instruments and documents as may be reasonably necessary in order to complete the transaction provided for in this Assignment, and to carry out the intent and purposes of this Assignment. All such instruments and documents shall be satisfactory to the respective attorneys for Gunst and the IOA.

8. Miscellaneous. Headings relating to the contents of particular paragraphs are inserted for reference and convenience and are not to be construed as parts of the particular paragraph to which they refer. This Assignment shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed with the same formalities as this Assignment. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all other genders.

9. Execution in Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Assignment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

[SIGNATURE PAGES TO FOLLOW]

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WITNESS the following signatures and seals:


Sidney J. Gunst, Jr.

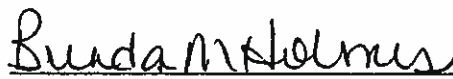
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Richmond, to-wit:

The foregoing document was acknowledged before me this 6th day of February
2009, by Sidney J. Gunst, Jr.

My commission expires: 9-30-2011

Notarial Registration No. 224930

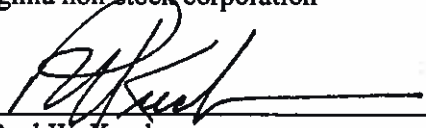



Notary Public

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INNSBROOK OWNERS ASSOCIATION, INC.,
a Virginia non-stock corporation

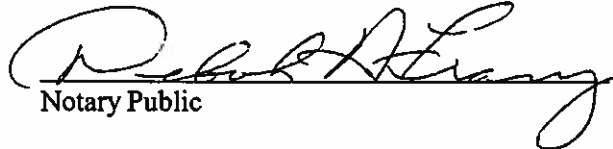
By 
Paul W. Kreckman
President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Henrico, to-wit:

The foregoing document was acknowledged before me this 4th day of February,
2009, by Paul W. Kreckman, President of the Innsbrook Owners Association, Inc., a Virginia
non-stock corporation.

My commission expires: 12-31-2011

Notarial Registration No. 316922


Notary Public

#2155236 v3 012266.01142

INSTRUMENT #4683
RECORDED IN THE CLERK'S OFFICE OF
HENRICO COUNTY ON
FEBRUARY 12, 2009 AT 11:57AM
YVONNE G. SMITH, CLERK
RECORDED BY: MMM

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CLERK'S CERTIFICATE

DO NOT REMOVE FROM DOCUMENT

INSTRUMENT #13644
RECORDED IN THE CLERK'S OFFICE OF
HENRICO COUNTY ON
MAY 13, 2011 AT 02:19PM

YVONNE G. SMITH, CLERK
RECORDED BY: MMM