

DEED COVENANTS AND RESTRICTIONSST. JOHNSBURY - LYNDON INDUSTRIAL PARK

TOWNS OF ST. JOHNSBURY AND LYNDON
COUNTY OF CALEDONIA
STATE OF VERMONT SS.

KNOW ALL MEN BY THESE PRESENTS that NORTHEASTERN VERMONT DEVELOPMENT ASSOCIATION (hereinafter referred to as "NVDA"), an instrumentality of the State of Vermont, having its principal place of business in St. Johnsbury, in the County of Caledonia and State of Vermont, being the owner of 202 acres of land, more or less, lying within the limits of the Towns of St. Johnsbury and Lyndon, all of such land hereinafter referred to as "INDUSTRIAL PARK", and being more particularly described in Exhibit A attached hereto and incorporated herein by reference, for and in consideration of the mutual covenants existing or hereafter to exist by and between itself and the Grantee or Grantees and Lessee or Lessees of any site or lot lying within the boundaries of such industrial park, does hereby adopt and place the following restrictions upon any and all sites and lots within such Industrial Park.

1. PLANNING ADVISORY BOARD

There is hereby created a Planning Advisory Board consisting of five (5) members. Two (2) members to be appointed by the Legislative Body of the Town of St. Johnsbury and Two (2) members to be appointed by the Legislative Body of the Town of Lyndon and a Fifth member to be designated by NVDA. Each member so designated shall serve for a term of One (1) year or until his successor is appointed or designated. A majority of said Planning Advisory Board shall constitute a quorum and a majority of those present at a lawful meeting shall be required for said Board to take action. The Planning Advisory Board hereby created

shall be responsible for administering these covenants.

2. ZONING REGULATIONS AND BY-LAWS

Municipal zoning regulations or by-laws which are more restrictive than the covenants and restrictions herein set forth shall prevail to the extent that they are authorized to do so under the laws of the State of Vermont.

3. APPROVAL OF PLANS

Before commencing the construction or alteration of all buildings, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on, or to any site or lot within such Industrial Park, the property owner shall first submit site-plans or plans and specifications therefore, to the Planning Advisory Board for its written approval. In the event that such board, shall fail to approve or disapprove such building plans, specifications or site-plans, within thirty (30) days after they have been submitted to the board, such approval will not be required, and this covenant will be deemed to have been complied with.

4. CONSTRUCTION PERIOD

If, after the expiration of One (1) year from the date of execution of a contract for the sale of any lot lying within such industrial park, or after the expiration of one (1) year from the date of completion of utilities to service said lot, whichever is later, any purchaser shall not have begun in good faith construction of a permanent building upon such lot, NVDA retains the option to rescind such contract, refund the purchase price, and enter into possession of such land. However, NVDA its successors and assigns, may extend in writing the time at which such construction may begin.

5. CONSTRUCTION MATERIALS AND ARCHITECTURAL QUALITY

All buildings should be finished with one or more of the following materials: Brick, wood, stone, porcelain enamel, stucco, or glass, pre-cast artificial stone, pre-cast painted or aggregate concrete. Buildings may be of a pre-engineered steel type construction, but building fronts should include one or more of the above materials or approved equivalent substitutes.

Structures shall not exceed a height of Thirty-five (35) feet above average ground level unless approved by the Planning Advisory Board.

6. SET-BACKS

The minimum lot size will be one acre.

At least 200 feet of road frontage will be retained on the Industrial Park road.

No building will be constructed closer than 50 feet to the Industrial Park road or any property line.

An unused buffer zone at least 25 feet wide will be maintained along all property lines.

Building coverage will not exceed 30% of the total lot size. Building setback and buffer zone area will take precedence over maximum coverage allowed in cases of conflict.

7. PARKING AND LOADING

One parking space shall be provided for each 1.2 employees, based on the highest expected average employee occupancy.

Off-street loading, which is spaced logically, conveniently located for bulk pickups and deliveries, scaled to the delivery vehicles expected to be used and accessible to such vehicles when required parking spaces are filled shall be provided. Loading space is not to be included as parking space.

8. SCREENING

Parking will be partially screened and loading, storage and refuse collection areas will be substantially screened from

access roads, highways and adjacent properties. Screening will be achieved by the use of walls, fences, or other landscaping, alone or in combination.

9. LANDSCAPING REQUIREMENTS

Landscaping shall be installed and maintained in front, side and rear setback and buffer zones and shall take the form of shade trees, deciduous, shrubs, evergreens, well kept grassed areas and ground cover. Where feasible, the natural ground cover will be retained.

One shade tree at least ten feet in height and at least two (2) inches in diameter, measured at a point six (6) inches above finished grade level, shall be planted no nearer than five (5) feet to any lot line for each three hundred (300) square feet of required landscaped area; and one (1) deciduous shrub or evergreen shall be planted for each two hundred (200) square feet of required landscaped area.

All such landscaping shall be maintained in a healthy growing condition, with ground cover or grassed areas.

10. ENERGY CONSERVATION AND RE-USE

Where feasible, buildings will take advantage of natural features for buffering the effect of winter winds and summer sun. Where feasible, glazing will be oriented mainly to the south and east. Buildings, where feasible, will be oriented and designed to allow the use of alternative energy systems now or in the future.

Water re-use will be practised where feasible.

11. SIGNS

Any sign designed to inform or attract the attention of persons not on the premises on which the sign is located are specifically prohibited except as herein provided:

- A. All signs must be constructed of durable materials and shall be maintained in good condition and repaired at all times.
- B. A business sign shall be permitted in connection with any legal businesses or industry located on the same premises, and meeting the following requirements:
1. Two signs are permitted for any legally established business, one free standing, the other attached to the building.
 2. The primary purpose of the sign shall be for identification and not for advertising and may state only the owner, trade names, trademarks, product sold, and/or the business or activity conducted on the premises on which the sign is located.
 3. Signs shall not extend above the roof or parapet of the building. The height of a free standing sign shall not exceed twenty (20) feet.
 4. Illuminated signs shall be shielded in such a way as to produce no glare, undue distraction, confusion or hazard to the surrounding area or to vehicular traffic. Illumination shall be properly focused upon or from within the sign itself.
 5. Signs which are animated, gaudy, flashing, or with intermittent illumination are prohibited.
 6. Signs shall not project over public rights-of-way or property lines.
 7. Sign size shall be in proportion to the land use, lot and building size. Maximum square footage

of any sign shall be one hundred (100) feet or a total of one hundred fifty (150) square feet for the two (2) signs.

- C. Any sign which becomes in desrepair may be removed upon order of the Planning Advisory Board if not repaired upon thirty (30) days notice. Any new sign must conform to all regulations.
- D. Additional on-site signs may be permitted by the Planning Advisory Board.

12. MAINTENANCE OF COMMON AREAS

NVDA will contract for service and maintenance of the Industrial Park road and other common facilities.

13. CONDITION OF PROPERTY

A. MAINTENANCE

The owner or lessee of any site or lot within the Industrial Park shall at all times keep the premises, buildings, improvements, and appurtenances in a safe, clean and wholesome condition and comply in all respects with all government, health, fire, and police requirements and regulations.

B. WASTE DISPOSAL

Solid waste will be disposed of legally in the landfill of the Town in which the lot is located. Each such owner or lessee will remove at its own expense any rubbish of any character whatsoever, which may accumulate on such lot or site.

C. ENFORCEMENT

In the event the owner or lessee fails to comply with any or all of such specifications or requirements concerning condition of the property, then NVDA shall have the right, privilege and license to enter upon said

premises and make any and all corrections or improvements that may be necessary to meet such standards and to charge such owner or lessee the expenses incurred in doing so.

14. MISCELLANEOUS PERFORMANCE STANDARDS

The owner or lessee of any site or lot shall comply with the following performance standards and no use shall:

- A. Emit noise in excess of seventy (70) decibels at any property line.
- B. Emit any odor which is considered offensive.
- C. Emit dust or dirt which is considered offensive.
- D. Emit any smoke, in excess of Ringlemann Chart No. 2.
- E. Emit any noxious gases which endanger the health, comfort, safety or welfare of any person, or which have a tendency to cause injury or damage to property, business or vegetation.
- F. Cause, as a result of normal operations, a vibration which creates displacement of 0.002 of one inch.
- G. Create glare, which could impair the vision of a driver of any motor vehicle.
- H. Cause a fire, explosion or safety hazard.
- I. Cause any spurious electromagnetic emissions which adversely affect nearby communications or television equipment.

15. STORAGE YARDS AND STORAGE OF FLAMMABLE MATERIALS AND LIQUIDS

Outdoor storage yards shall be screened from public view and shall be placed so as to conform with the building line restrictions set forth in Paragraph 6.

The storage of any highly flammable liquid in tanks above ground with unit capacity greater than five hundred and fifty

(550) gallons shall be prohibited, unless such tanks up to and including ten thousand (10,000) gallon capacity are placed not less than eighty (80) feet from all property lines, and unless all such tanks of more than ten thousand (10,000) gallon capacity are placed not less than two hundred (200) feet from all property lines.

All tanks having a capacity greater than five hundred and fifty (550) gallons shall be properly retained with dikes having a capacity not less than one and one-half times the capacity of the tanks surrounded.

16. PARTIAL INVALIDITY

The invalidation of any one of the restrictions herein set forth or the failure to enforce any of such restrictions at the time of its violation shall in no event affect any of the other restrictions nor be deemed a waiver of the right to enforce the same thereafter.

17. BENEFICIARIES

These restrictions and covenants are made for the benefit of any and all persons who may now own, or who may hereafter own property in said Industrial Park. Such persons and NVDA are specifically given the right to enforce these restrictions and covenants by injunction or other lawful procedure, and to recover damages resulting from any violation thereof.

DATED at St. Johnsbury, in the County of Caledonia and State of Vermont this 21 day of November, 1979.

In Presence Of:

[Signature]
[Signature]

NORTHEASTERN VERMONT DEVELOPMENT ASSOCIATION

By: *Charles E. Carter*
CHARLES E. CARTER
Executive Director

STATE OF VERMONT

CALEDONIA COUNTY, SS.

At St. Johnsbury this 21st day of November, 1979, CHARLES E. CARTER personally appeared, and he acknowledges this instrument by him sealed and subscribed, to be his free act and deed.

Before me *Edmund R. [Signature]*
Notary Public

LYSING VT TOWN CLERK'S OFFICE
RECEIVED FOR RECORD
NOV 1 1985
At 12:00 P.M.
and Records in Book 87 Page 112-120
of Land Records
Attest: *Robert E. [Signature]*
Town Clerk

St. Johnsbury, Vermont Town Clerk's Office.

Received for record December 6, 1979 at

11:25 O'clock a.m. and recorded in Book 166

Pages 371-379 of St. Johnsbury Land Records.

Attest, G. A. Sleeper Town Clerk

1979
12/6