

***DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
SKOWHEGAN SOUTHGATE INDUSTRIAL PARK***

1. Definitions: For purposes of this Declaration the following definitions shall be applicable:

a. "Owner" and "Property Owner" Defined: "Owner" and "property owner" referred to herein shall be defined to be the record owner, or purchaser under a real estate purchase contract, or person with ownership rights and possession in and to the fee simple title to any lot, tract or portion of SKOWHEGAN SOUTHGATE INDUSTRIAL PARK, excluding those persons having an interest therein merely as security for the performance of an obligation.

b. "Property" Defined: "Property" shall mean and refer to that certain real property described above comprising SKOWHEGAN SOUTHGATE INDUSTRIAL PARK, and such additions thereto as may (but are not required to be) hereafter expressly brought within the jurisdiction of this Declaration by filing of record in the Somerset County Registry of Deeds, State of Maine, a supplementary Declaration of covenants and restrictions with respect to the additional property.

c. "Lot" Defined: "Lot" shall mean and refer to each of the parcels of land referred to as "lots" on the recorded subdivision plat of the property.

d. "Declarant" Defined: "Declarant" shall mean and refer to Skowhegan Economic Development Corporation, its successors or assigns.

e. "Accessory Building" Defined: "Accessory building" shall mean any type of building customarily incidental and accessory to and located on the same lot as a principal structure.

f. "Permanent Foundation" Defined: "Permanent foundation" shall mean a building erected upon pilings, footings or on slab, as those terms are understood in the construction industry.

g. "Structure of a Temporary Character" Defined: "Structure of a temporary character" shall mean any temporary structure and shall include but not be limited to accessory buildings, tents, sheds, and barns.

h. "Abandon Equipment": Is any outside equipment that is not in operating condition for a period of 90 days.

2. Land Use Restrictions:

a. All lots within the subdivision shall be restricted to commercial and/or industrial businesses. No retail will be allowed in the park that is not subordinate (less than 25% of building size and 40% of business activities) and directly related to the principal use for the lot.

b. No owner, mortgagee, beneficiary under a deed of trust, lessee or occupant of a lot shall at any time conduct or permit to be conducted on any lot residential use or non commercial business of any description. A daycare to service the employees of one or more occupants of the park may be allowed, if approved, in writing, by the Declarant.

c. No lots shall be reduced in size by resubdivision; provided, however, that owners of three contiguous lots may divide the inner or middle lot in such a way as to increase the size of the two remaining outside lots, which resultant lots shall then be treated for all purposes pertinent to this Declaration as enlarged single lots.

d. This project is subject to a Department of Environmental Protection Department Finding of Fact and Order L-20866-39-A-N/L-20866-TB-B-N (Approval).

3. Water Wells and Sewage Systems:

All water wells and sewage disposal systems shall be designed, located, constructed and improved in accordance with the requirements, standards and recommendations of the Department of Human Services and Department of Environmental Protection of the State of Maine, or of such other governmental agency as may have control over such design, location and construction. No structure shall be occupied or used prior to construction of a sewage disposal system. No part of a

sewage disposal system may be located closer than 20 feet to any lot line. No outside toilet facilities shall be constructed or maintained at any time, except that portable toilets for the exclusive use of construction workers may be maintained during construction of buildings.

4. Clear Vision Areas:

No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two and one-half and eight feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property line extended. The same site line limitations shall apply to any lot within ten feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height, eight feet or higher, to prevent obstruction of such site lines.

5. Building Restrictions:

a. Each lot shall be occupied and used by the respective owners only in accordance with the provisions of the Site Plan Review Ordinance of the Town of Skowhegan as currently in force or as amended from time to time.

b. Approval Standards and Criteria of the Site Plan Review Ordinance of the Town of Skowhegan as now in force or hereafter amended shall apply to all lots, except that in the event any development standard or restriction described in this Declaration is more restrictive or imposes a greater burden on the owner of a lot than that established by the Town of Skowhegan, then the provisions of this Declaration shall apply.

c. All exterior surfaces of any building shall be completed within one year of the commencement of construction. The intent of this provision is that all siding, painting or other exterior finish will be completed in that period, so that there will be no visible uncompleted construction on the outside of the building.

d. Prior to the beginning of any construction of a building, the owner of the lot must build driveways and install culverts in accordance with the requirements of the Town of Skowhegan and the Final Subdivision Plan of Southgate Industrial Park; absent such requirements each owner shall, at the time of driveway construction, provide a culvert deemed suitable to the Skowhegan Road Commissioner.

e. Setbacks:

- On lots 1 and 4 No building will be built or installed within 25' of property boundaries
- On lots 2,3,5,6 No building will be built or installed within 50' of property boundaries

f. Installation of utilities, on the lot, shall be the sole responsibility of an owner of the lot.

6. Road, Utility and Drainage Easements:

Easements for installation and maintenance of roads and utilities and drainage facilities are reserved as shown on the recorded Final Subdivision Plan of Southgate Industrial Park. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities or drainage facilities, which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area, of each lot and all improvements in it, shall be maintained continuously by the owner of the lot, except for those improvements for which the public authority or utility company is responsible.

7. Power generation and Transmission:

Central Maine Power will be sole provider of electrical delivery to all facilities in the Skowhegan Southgate Industrial Park. In the event that CMP fails to provide electrical delivery service, all facilities can provide its own electrical power by means of self-generation. The facilities may also operate generators to perform reasonable tests associated with the maintenance of said equipment. In the event that any facilities electrical systems fail, the facility may operate stand-by generators to restore normal production operations. However, the facility must take prompt action to repair their electrical system in order to resume electrical service from CMP, unless CMP grants permission for self-generation for each facility.

8. Signs:

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than thirty-two square feet showing the name of the occupant of the lot, one sign of not more than eight square feet advertising the lot for sale or rent, or signs being used by a builder or the Declarant to advertise the properties during the construction or sales period will be allowed within the park. All businesses in the park will maintain a company sign at their cost on the park billboard.

9. Animals:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for any purpose; except for bio medical purposes.

10. Garbage and Refuse Disposal:

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and all such matters shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Each lot owner is responsible for the disposal of all rubbish, trash, garbage, construction debris, or other waste.

11. Automobiles and Equipment:

No automobiles or other vehicles or equipment may be abandoned on any lot; except for when the business is licensed by the State and Town for such use. No heavy equipment may be parked on any street except during the time it is working on the lot and a reasonable time before and after such use.

12. Noise:

Noise levels shall conform to the noise level established in the Site Plan Review Ordinance of the Town of Skowhegan in effect at time of review.

13. Buffer Areas:

Buffer Areas are so noted on the Final Subdivision Plan of Southgate Industrial Park as approved or amended by the Planning Board of the Town of Skowhegan. To maintain the ability of the Buffer Area to filter and absorb storm water, and to provide visual screening, the use of the Buffer Area is hereinafter limited as follows:

- a.** No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material will be placed, stored or dumped on the Buffer Area except for the use of fill for the creation of storm water management features.
- b.** no trees may be cut or sprayed with biocides except under a forest management plan by a **registered forester**.
- c.** No temporary or permanent road can be constructed in the buffer area unless it is for timber harvesting per management plan and follows all erosion prevention guidelines.
- d.** No building, sign, fence, utility pole, or other temporary or permanent structure may be constructed, placed or permitted to remain on the Buffer Area;
- e.** No trucks, cars, dirt bikes, ATV's, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on the Buffer Area except for normal maintenance of area;
- f.** Any level spreader directly flowing to the Buffer Area must be inspected twice yearly and adequately maintained to preserve the function of the level spreader.

Any activity on or use of the Buffer Area inconsistent with the purpose of these Restrictions is prohibited. Any future alterations or changes in use of the Buffer Area must receive prior approval in writing from the Skowhegan Economic Development Corporation. The Skowhegan Economic Development Corporation may approve such alterations and changes in use if such alterations and uses do not impede the capability of the Buffer Area to provide screening from abutting properties or if adequate and appropriate alternative means of screening, storm water control and treatment are provided.

14. Waiver:

Any delay or omission on the part of the Declarant, or the owner or owners of any lot in the subdivision, their devisees, assignees, executors, administrators, legal representatives or successors in interest in exercising any rights, powers or remedies provided by law or herein for the breach of any covenants set forth herein, shall not be construed as a waiver thereof or acquiescence thereto, and no right of action shall accrue, be brought or maintained by anyone whatsoever against any such person on account of his failure to bring any action or assert any remedy for the breach of any such covenants.

15. Severability:

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

16. Non-use of lot:

A two (2) year limit is imposed from date of purchase to start the construction of the initial buildings. Extensions of this time limit may be approved by the Skowhegan Economic Development Corporation (SEDC) at the time of purchase or may be granted due to construction work stoppage (i.e. labor disputes, material shortages). Except where an extension has been granted, the building site will revert back to SEDC if construction is not started within two (2) years. The purchase price (exact purchase price with no improvement costs included) will be returned, less any expenses expended to reacquire the property such as legal, administration costs, etc.

Revised 10/11/2006