

FALL RIVER REDEVELOPMENT AUTHORITY

DECLARATION OF COMMERCE PARK COVENANTS

As a means of insuring proper development and job creation opportunities, the Fall River Redevelopment Authority (FRRA) would sell the property for commercial, industrial and manufacturing purposes, subject to the covenants, conditions and restrictions hereinafter stated which shall run with the land and shall be binding upon the FRRA and its successors in title, the grantees of the FRRA and their lessees and their successors.

GENERAL PURPOSES OF COVENANTS, CONDITIONS AND RESTRICTIONS

The property is subject to the covenants, conditions, restrictions and reservations hereinafter set forth to insure proper use and appropriate development and improvements of the property so as to:

1. Establish an environment which will meet both the present and projected needs of the occupants of the premises and the inhabitants of the surrounding community.
2. Insure proper use and development of the property and of the building sites.
3. Promote land development and usage that will not create excessive noise, glare, smoke, fumes or unsightly accumulations of equipment, goods or materials.
4. Insure the proper use of the land for the long-term benefit of the owners and tenants of the premises and the surrounding community.
5. Promote harmonious development of the various sites located within and adjacent to the premises.

PERMITTED USES

The site shall be used only for manufacturing, processing materials and/or information, fabrication and laboratory, professional and research and development and ancillary, storage, wholesale, office activities. Retail sale shall not be permitted, except that retail sales of products manufactured on the premises may be allowed by express written consent of the Declarant, but in any event shall be limited to five (5%) percent of gross floor space of 1,000 square feet, whatever is less. No parcel shall be for residential purposes.

SETBACK AND YARD REQUIREMENTS

- A. Front yard - all building lots shall have a minimum frontage of 50 feet. Buildings shall have a minimum setback of 50 feet from the street/property line the building faces.

- B. Rear and side yards - all structures must be set back a minimum of 40 feet from the side and rear lot lines. Offices, parking areas and outdoor storage or work areas shall be at least twenty-five (25) feet from any street line and twenty (20) feet from any side or rear lot line. The set back areas shall be left in a natural unimpaired state or landscaped.

LOT COVERAGE

The maximum permitted area to be covered by improvements shall not exceed seventy (70%) percent of the total lot area. Improvements are considered to be buildings, parking areas, driveways, access roads and outside storage or assembly areas. Minimum lot coverage by structures shall be twenty (20%) percent of total lot area upon completion of development of the property, unless otherwise approved by the FRRA in writing.

PARKING

All roads, drives, parking areas and outdoor storage areas shall be paved with asphalt or concrete with adequate drainage and curbing. All employee and truck parking will be restricted to the side and rear of the building. There shall be no parking of motor vehicles of any type on any street abutting the property.

Unless otherwise approved in writing by the FRRA, adequate off-street parking for visitors and employees shall be provided by each owner and there shall not be less than one space for every two employees. Visitor parking shall be specifically designated and shall be in addition to that provided for employees.

No part of any parking area shall be located closer than ten (10) feet to any principal building with the space between the parking areas and the buildings developed with landscaping and walks. The land surrounding parking areas shall be suitably landscaped with at least a ten (10) foot green strip of grass or other suitable landscaping as provided by the Declarant.

SIGNS

The only signs permitted other than traffic/directional signs shall be those identifying organizations, services or activities on the actual premises where the sign is located. The signs shall be clear and legible, simple and functional in style and appearance and shall not have an area greater than ten (10%) percent of the wall to which they are attached.

Outdoor advertising signs, billboards, roof-type signs, or signs illuminated by flashing or blinking lights shall not be permitted.

Plans and specifications for the construction, installation or alteration of all signs shall be first submitted to and have the written approval of the FRRA.

OUTDOOR STORAGE

Unless specifically approved by the FRRA in writing, no materials, manufactured items, supplies or equipment (including, but not limited, to trash and garbage receptacles) shall be stored in any area on a lot, except inside a closed building or behind a visual barrier screening such areas from the view of adjoining property and/or street. Plans for such screening must be approved by the FRRA. No storage or parking of goods, vehicles, and/or equipment shall be permitted on the street.

LOADING FACILITIES

All approved off-street loading facilities shall be paved with asphalt or concrete with adequate drainage and curbing. Loading areas shall be located to the rear of the building wherever possible. Loading areas located in the side yards shall be screened by substantial means to minimize exposure from the street with plans for such screening to be approved in writing by the Declarant. No loading areas shall be permitted to face the street, without prior approval in writing by the FRRA.

LANDSCAPING

All developed land areas not covered by buildings, parking areas, driveways and other site improvements shall be appropriately landscaped according to plans approved by the FRRA.

The owner or lessee of any lot shall, at all times, keep the property, including undeveloped areas, in good order and condition and properly maintained.

The owner's plans for driveways and other access to the lot shall contain adequate provision for maintenance of existing drainage swales or drain pipes in the abutting ways and shall be submitted to the FRRA for approval prior to construction.

OBJECTIONABLE USES

Any use which is determined by the FRRA to be objectionable by reason of excessive noise, dust, smoke, fumes, odors, vibrations, glare, vermin, liquid or solid wastes is prohibited; except that activities required in the public interest or for public services, will not be restricted by this limitation. Uses which will result in unsafe or hazardous conditions such as toxic or noxious matters, fire and explosion hazard, or radiation hazard, shall also be prohibited.

Portable buildings, office trailers, and similar temporary structures shall not be permitted except upon approval of the Declarant and upon such conditions as the Declarant deems appropriate. This requirement shall not apply to trailers and structures erected and used by contractors performing construction of improvements on the property, provided that such structures are removed at the completion of the work.

SOIL REMOVAL

No soil, sand or gravel shall be removed from the said lands except for the purpose of building excavations and grading. Any soil, sand, or gravel, removed for any purpose shall be disposed of at the direction of the FRRA and without cost to FRRA.

SUBDIVISION

The property shall not be hereafter subdivided without the prior written consent of the FRRA.

PLAN APPROVAL

No building, structure or any condition thereto or any exterior alteration thereof, shall be erected or placed and no parking area or driveway shall be constructed until the plans and specifications have first been approved in writing by the FRRA or its appointee. The plans and specifications shall be prepared by a registered architect or engineer and shall include the following:

- a. Site Plans showing existing and proposed contours, site drainage, site utilities, building locations, driveways, parking and loading areas, walks, lighting, landscaping, etc.
- b. Building plans, elevations and sections, including plans for all floor levels; general layout of interior spaces; elevations of all exterior facades (indicating heights, materials, finishes and signs) typical building and wall sections showing nature of construction.
- c. Outline specifications noting materials of construction including paving and landscaping; size and species of plant materials as well as building materials.

Upon receipt of adequate and sufficient plans and specifications, the FRRA shall, within thirty (30) days after such receipt, notify the grantee in writing of its approval or disapproval of such plans. Such approval, however, will be conditional upon certification by grantee that the same plans and specifications as submitted to FRRA for approval have also been submitted to the Building Inspector in the application for a building permit.

BUILDING EXTERIOR

Exterior materials used in building wall construction shall be brick, precast concrete, factory assembled and painted metal panels or other equally aesthetically acceptable material approved by the FRRA. The facade of the front of the building is particularly important and shall be shown in detail in plans submitted to FRRA for approval.

RIGHT OF REPURCHASE

The FRRA hereby retains the right to refund the Purchase Price to and regain title from Grantee or any subsequent owner if construction of buildings and improvements as approved by the FRRA does not commence within one (1) year and is not substantially completed within two (2) years of the date of transfer of title from the FRRA.

ENFORCEMENT

The FRRA shall have the right to bring proceedings in law or equity against the party or parties violating or attempting to violate the conditions, covenants, restrictions and reservations contained herein, to enjoin them from so doing and to cause any such violation to be remedied, after written notice to the owner and mortgagees of record. Every act, omission to act, or condition which violates the terms of this Declaration shall constitute a nuisance and every remedy available in law or equity for the abatement of public or private nuisance shall be available to the Declarant.

TERM

The conditions, covenants, restrictions and reservations contained in this FRRA shall continue in full force and effect for a period of thirty (30) years from the date hereof.

AMENDMENTS

The FRRA hereby expressly reserves the right and privilege to alter, change, amend or revoke any or all of the conditions, covenants, restrictions and reservations contained herein, by written document signed by the Declarant and the record owner of the property specifying the action and recorded in the appropriate registry.

INVALIDATION

Invalidity of any of these conditions, covenants, restrictions and reservation or any part thereof by reason of noncompliance with any zoning ordinance of the City of Fall River, or by reason of judgements or court order or for any other reason, shall in no way affect any other provisions which shall remain in full force and effect.

ASSIGNMENT

Any and all rights, powers and reservations of the FRRA herein contained may be assigned to any person, corporation or association which will assume the duties of the FRRA pertaining to the particular rights, powers and reservations assigned and upon any such person, Corporation or Association evidencing its consent in writing to accept such assignment and assume such duties.

APPROVALS AND RECORDING

In the event that any approvals as specified in these covenants are required of the FRRA, such approval shall be requested in writing and unless otherwise specified herein, such approval shall not be unreasonably withheld and shall be returned to the party of interest requesting such approval within thirty (30) days in a form sufficient for recording in the Registry of Deeds or Land Court as the case may be.

UTILITIES

The Declarant reserves the sole right upon the application in writing by any public utility, providing water, sewer, electric, telephone, natural gas, communication, transportation or other similar service to the property, to waive any and all conditions, covenants, restrictions and reservations contained herein, to allow said utility to construct any necessary facility to provide service in whole or in part to the property or any other property of the Declarant or other person.