

Liberty and Union Industrial Park

Taunton, Massachusetts



Deed Covenants and Restrictions



**Taunton Development Corporation
12 Taunton Green, Suite 201
Taunton, Massachusetts 02780**

**Telephone Number: 508-824-5857
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DEED RESTRICTIONS
LIBERTY AND UNION INDUSTRIAL PARK
STEVENS STREET
EAST TAUNTON, MASSACHUSETTS

TAUNTON DEVELOPMENT CORPORATION, a non-profit corporation with a principal place of business in Taunton, Bristol County, Massachusetts, (the "Corporation") as it is the owner of certain parcels as shown on plans entitled: "Plan of Land Stevens Street, Route 24 and Middleboro Avenue, Taunton, Mass, dated April 25, 2002 by Tibbetts Engineering", which plans are recorded in the Bristol County Northern District Registry of Deeds at Plan Book 406, Pages 66,67 and 68, and also shown on plans entitled Liberty and Union Industrial Park, Phase I, Lotting Plan, by Tibbetts Engineering dated June 20, 2002 recorded in the Bristol County Northern District Registry of Deeds at Plan Book 411, Pages 53-57, hereinafter referred to as the "premises", hereby imposes the following covenants and restrictions upon the premises for the purpose of assuring the development of the premises as a garden-type industrial park.

It is intended that these covenants and restrictions shall apply to, be binding upon and be enforceable by (except as otherwise provided herein) the Corporation and every subsequent owner of any portion of the premises except such as own solely the fee in any way or ways shown on said plan or on any subdivision plan now or hereafter recorded with respect to the premises. For the purposes of these covenants and restrictions all contiguous land under one ownership shall be deemed to constitute a single parcel of land, and such contiguous land is sometimes hereafter referred to as the "conveyed prerrises." Portions of the premises under common ownership but separated by a road or way shown on a recorded subdivision plan shall not be considered as a single parcel for these purposes.

These covenants and restrictions are intended to constitute a common scheme of restrictions running with the land of the premises and to be effective and enforceable under the provisions of General Laws Chapter 184, Section 26 et seq. A notice of restriction in compliance with law shall be recorded before the expiration of 30 years from the date of this deed and shall name the person or persons appearing of record to own the premises at the time of recording; and in case of any such recording, a subsequent notice of restriction shall be recorded within twenty years after the recording of any prior notice of restriction until the period of these restrictions has lapsed. The Corporation agrees for itself and its successors in title to the premises to timely execute such documents and take such action, including the surrender of certificate of title, if any, for notation thereon as shall be necessary to cause such notices of restriction to be effective and enforceable under the then applicable statutes.

Said Covenants and restrictions are as follows:

1. Site plans and specifications must be submitted to the Corporation and its written approval must be obtained prior to all construction on the conveyed premises. Site plans must include surface drainage, building locations, parking areas, landscaping, roadways, entrances and exits.

2. Location of roads, road widths, road surfacing and construction Standards, as well as water, sewer and utility installations, must comply with all municipal or State rules, orders, ordinances or regulations governing such facilities or installations.

3. No buildings or other improvements may be erected, placed or altered on the conveyed premises unless building, structural and architectural plans and specifications have been first submitted to the Corporation, and its written approval thereof obtained.

4. All structures erected on the conveyed premises (and the word "structure" shall include anything which requires location on or attachment to the ground, but does not include pavements, recreation fields or planting) must be so located on the conveyed premises that each part thereof is set back at least the following distances:

- a) Eighty (80) feet from any street, highway, or road upon which the structure in question fronts (it being understood that the Corporation reserves the right to approve the direction which any structure will face).
- b) Fifty (50) feet from any other boundary line of the conveyed premises or, if the conveyed premises include two or more contiguous subdivision lots, from the exterior boundary of such lots.

If a site plan is submitted to the Corporation which shows the location of a proposed structure and said plan is approved in writing by the Corporation and then erection of said structure at the location shown on the site plan is begun and continues for ninety (90) days without the institution of a suit to enjoin said construction on the ground that it violates the minimum set-back provisions of this subparagraph, it shall be conclusively presumed (against anyone to whom the benefits of this subparagraph run) that the minimum set-back provisions have been complied with.

5. The area of the conveyed premises covered by the buildings shall at no time exceed forty (40%) percent of the total area of the conveyed premises.

6. No building or structures shall be erected or maintained except the same shall have exterior walls faced with brick, precast concrete, metal panels, or other equally aesthetically acceptable material approved by the Corporation or its successors as to color, permanence and architectural conformity with a garden-type industrial park, nor shall any buildings or structures be erected, or exterior structural alterations or additions made except pursuant to plans first approved in writing by the Corporation or its successors as to landscaping, and architectural conformity to a garden-type industrial park, which approval shall not be withheld unreasonably. Reasonable care shall be used to maintain the exterior appearance of said premises and all structures thereon in accordance with such plans.

7. The conveyed premises shall not be used or occupied at any time for any purpose other than the purpose of corporate headquarters, service industries, manufacturing, processing, wholesaling, distribution and jobbing or warehousing or for the purpose of operating a business of a nature kindred to the one specified. Accessory uses will be permitted including office, retail sales, outlet sales, cash and carry, wholesale, daycare, game room/arcade, health club and cafeteria. All health clubs, gymnasiums, daycares will only be open to the employees of a conveyed premises.

8. Among those uses of the conveyed premises which are prohibited are residential uses and commercial uses of a retail nature except, in the latter case, such uses as may be incidental and of an insubstantial nature in comparison with the permitted commercial use of the premises; provided that any such exceptional retail use shall nevertheless be conducted only with prior written approval of the Corporation. Cash and carry, wholesale outlet, customer pick-up showrooms and display areas will be permitted as an accessory use without the requirement of the prior written approval of the Corporation.

9. No obnoxious or offensive trace or activity shall be carried on, nor shall anything be done on the conveyed premises which may be or many become an annoyance to the occupants of the other premises in the area, including but not limited to unsightliness, excess emission of odors, waste, dust, fumes, smoke, noise, vibration, heat, glare or toxic gases.

10. No waste material or refuse shall be dumped upon or permitted to remain upon any part of the conveyed premises outside of buildings constructed thereon. In addition, the conveyed premises shall not be used for any industry whose primary business requires industrial sewage unless the governing municipal and State bodies authorize the use of the available sewage disposal facilities. All liquid or solid wastes must be treated to conform with applicable standards of the Massachusetts Department of Health and any other regulations of any governing municipal or state body. Nothing in this paragraph shall prevent the owner of any portion of the premises from construction thereon a "settling pond" to receive materials discharged in the process of the manufacture of its product so long as said

pond or its use is neither unsightly, offensive, unsanitary or in violation of any state or municipal regulation or order.

11. Any and all parking, including for visitors, employees or customers shall be "off street" and there shall be no less than one (1) parking space for every two (2) workers employed on the conveyed premises. Parking shall be permitted between the front lot line and the building or buildings and out to a line forty (40) feet from the front lot line. All roads and parking areas shall have a minimum surfacing of asphaltic concrete. Curbing shall be installed in all parking areas between the front lot line and the building set-back line.

12. Any and all loading, unloading or deliveries on the premises shall be "off-street", located at the rear or sides of the building. All loading or unloading areas shall have a minimum surfacing of asphaltic concrete with curbing. Curbing shall be installed in all loading and unloading areas between the front lot line and building set-back line.

13. No materials or supplies shall be stored or permitted to remain on any part of the conveyed premises outside the buildings constructed thereon. Use of trailer/container storage as warehousing is prohibited other than the normal course of operations for shipping and receiving.

14. The Zoning and Building Code regulations in effect from time to time shall be deemed as minimum requirements.

15. The area between the buildings and the property lines is to be used either for open landscape and green areas, or for off-street parking. The area is to be landscaped attractively with lawns, trees, shrubs, etc. according to plans first approved by the Corporation. Any landscaped area shall be properly maintained in a slightly and well-kept condition.

16. Every owner of a portion of the premises shall maintain the roads and structures within his own property in good condition, and the grounds, such roads, parking areas, grass, shrubs and trees in a clean and tidy manner.

17. No fence or permanent construction shall be permitted between the building line and any street, highway or road or elsewhere on the parcel, over three (3) feet in height of an opaque nature without prior consent of the Corporation.

18. No billboard or advertising sign, other than those identifying the main business and products of the firm occupying the premises shall be permitted in the Park. All such signs shall be approved by the Corporation. No unshaded, flashing or open lights shall be allowed on such signs in the Park.

19. No part of the conveyed premises shall be further subdivided by any owner nor any portion thereof transferred or conveyed so as to cause the remainder thereof to fail to comply with any provision of these restrictions.

20. In the event that the owner of any portion of the premises shall intend to sell the conveyed premises, or any portion thereof, it shall first offer to reconvey the same unto the Corporation on the following terms:

- a) If there shall be no building on the land, the price shall be the same price per square foot at which the premises were originally sold by the Corporation to the original grantee.
- b) If a facility is situated upon said land, the Corporation shall have the first refusal to purchase said land and facility at the same price and other terms which any prospective purchaser may be willing to pay as indicated by a written offer submitted by said prospective purchaser.
- c) If the Corporation within thirty (30) days after receipt of notice of such offer does not agree to meet it, the owner shall be free to sell to the offeror. This right of first refusal shall not be binding on any mortgage which acquires title to said premises or any portion thereof through foreclosure or deed in lieu thereof and shall not be operative in the event of any foreclosure by sale with respect to the premises or any portion thereof.

21. If, after the expiration of one (1) year from the execution of a deed by the Corporation to any grantee for a portion of the premises, such grantee or any subsequent owner of the conveyed premises shall not have begun, in good faith, with reasonably complete arrangements to carry through to completion, the construction of a building on the conveyed premises approved by the Corporation under the foregoing restrictions and provisions, the Corporation shall have the option to repurchase the site for the price paid by the grantee or owner. The Corporation may extend the foregoing one (1) year period whenever it deems it desirable to do so. The Corporation's aforesaid option must be exercised in writing within one (1) year after it accrues; otherwise the option shall expire.

22. All and each of the above restrictions and covenants herein contained shall remain in effect for the period specified above, except that they may be amended by a proper vote of the Corporation provided that the amendment imposes no more onerous conditions on any existing owner.

23. The Corporation may from time to time by written instrument in recordable form grant variances from or waivers of any one or more of the foregoing restrictions and covenants where, in the opinion of the Corporation, as certified in the instrument, desirable relief can be granted without substantial detriment to the

development of the premises as a garden-type industrial park and without substantial detriment to the portions thereof theretofore built upon.

24. The Corporation may from time to time by written instrument in recordable form grant approval to an existing or proposed use or structure or certify as to compliance with any of the preceding covenants and restrictions, and any such instrument, when duly recorded, shall be conclusive evidence of such approval and/or compliance binding upon all who may be entitled to enforce these restrictions. Any such written approval or certificate of compliance shall be signed by the President of the Corporation or by such other officer as the Corporation may designate by vote duly adopted and evidenced by a certificate of vote duly recorded with the Bristol County Northern District Registry of Deeds. At such time as the Corporation shall cease to own any portion of the premises, it shall designate by instrument duly executed and suitable for recording one or more of the record owners of a portion or portions of the premises to succeed to all of the functions and duties of the Corporation under these covenants and restrictions, such designation to become effective upon recording of such instrument and of the written acceptance thereof by such designated owner or owners with said Registry of Deeds.

Executed as a sealed instrument this 26th day of February, 2003.

TAUNTON DEVELOPMENT CORPORATION

By: Joseph I. Quinn
Joseph I. Quinn, President

By: Louis M. Riccardi
Louis M. Riccardi, Treasurer

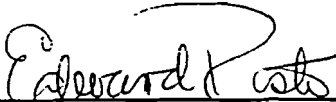
Attest: Edward A. Roster
Edward A. Roster, Clerk

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

Feb. 26, 2003

Then personally appeared the above-named Joseph I. Quinn, President of the Taunton Development Corporation, and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me,




Edward A. Roster – Notary Public
My commission expires: 03/11/05

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

Feb. 26, 2002

Then personally appeared the above-named Louis M. Riccardi, Treasurer of the Taunton Development Corporation, and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me,



Edward A. Roster – Notary Public
My commission expires: 03/11/05