

Haverhill Business Park-Protective Covenants

Purpose

The purpose of these Protective Covenants is to promote the industrial development of the Town so as to result in increased employment opportunities and the increased value of the tax base by making available to business enterprises site locations subject to mutual benefits by imposing the Protective Covenants hereinafter contained.

By the enforcement of these Protective Covenants the Town seeks to preserve the economic and aesthetic values of the Business Park and provide for the enhancement of the mutual benefits to all owners or lessees. These protective Covenants shall supplement any local law and take precedence over and be superior to any less restrictive ordinance or by-law.

ARTICLE I: CONTROL AND ENFORCEMENT

Sec. 1 The Town of Haverhill shall control and enforce the provisions of these covenants acting through and by its Board of Selectmen or their agent. The Board shall cause competent and timely review to be made of all submissions to it. The Board shall have authority to approve all preliminary and final plans.

Sec. 2 Each owner or lessee, its successors and assigns shall prepare and submit for approval by the Board a final site development plan within one year of lease or purchase. The preparation and submission of preliminary plans is suggested to assist and expedite the entire approval process. All plans prepared for submission for approval shall be done so as to be in harmony with the intent of the Town Master Plan, these Protective Covenants, and shall be in complete compliance with the Town Wetland and Aquifer Protection Ordinance and the Dean Memorial Airport Zoning Regulations and FAA requirements.

Sec. 3 Construction of all improvements contained in the approved site development plan shall be initiated within six (6) months and be completed within twenty-four (24) months of their approval. An extension for completion of up to twelve (12) months for good cause may be granted.

Sec. 4 In addition to remedies at law and in equity the Board shall have the option to repurchase in the event of any breach of these covenants. For (a) land with no buildings, the repurchase price shall be the original land cost, for (b) land improved with buildings the repurchase price shall be the market value as determined by an MAI Appraiser selected by the property owner, the Board and any mortgage and lien holders. No repurchase option upon default shall accrue unless notice in writing has first been given by the Board to the lot owner or lessee specifying in detail the nature of default and unless the said default remains uncured at the expiration of 90 days from the date of delivery of such notice. If the lot owner or lessee has made substantial efforts towards curing the default for which the notice has been given during the 90 day period, then the option shall not accrue for an additional 60 days.

ARTICLE II: LOT CHARACTERISTICS

Sec. 1 No more than 40% of the surface area of any lot shall be made impervious to groundwater recharge by building footprints and/or parking areas.

Sec. 2 The Board reserves a blanket easement on all lots for the possible installation of future sewer and/or water mains, or other utilities.

Sec. 3 The surface area of any lot not occupied by buildings or parking areas shall be maintained as mowed lawn, trees or gardens by the owner or lessee.

Sec. 4 No obstructions of any kind may be installed or planted within 40' of the edge of pavement of the access road or Airport Road.

Sec. 5 A landscape design for each lot shall be required and must be approved as part of the site plan. The Board may require the planting of vegetative screens as needed.

Sec. 6 Grading of individual lots shall be done in accordance with the approved site plan and no alteration thereof will be permitted unless and until a revised site plan is approved.

Sec. 7 No underground or aboveground storage tanks are to be installed without a proper permit from the State Department of Environmental Services or any other State or Federal authority. (See Article V, Section 6)

Sec. 8 All truck traffic to the Business Park shall use the Benton Road entrance/exit only, except in case of emergency. Maximum speed on the access road shall be 20 mph, conditions permitting.

Sec. 9 All electrical, telephone, data, cable and other utility lines run to any building from the main lines along the access road or from Airport Road shall be installed underground and encased in proper conduit.

Sec. 10 No domestic animals of any kind shall be pastured, kept on, or allowed to run loose on any lot at any time.

Sec. 11 No driveway shall be constructed without an approved Driveway Permit from the Haverhill Planning Board. All driveways that enter onto the access road shall have a proper stop sign and stop bar on the pavement.

Sec. 12 No lot may be subdivided for any purpose. No lots may be merged for any purpose. No lot lines may be adjusted for any purpose.

Sec. 13 No leased lot may be sub-let without the written permission of the Haverhill Selectboard or agent.

Sec. 14 The buyer or lessee is required to hook up to the Town sewer line according to the Town Hook-up Policy and must be in compliance with the Woodsville Fire District Sewer Ordinance. Private septic systems are prohibited.

Sec. 15 The buyer or lessee is required to hook up to the North Haverhill Water District water system. Private wells are prohibited.

Sec. 16 As part of the site plan a drainage system shall be designed by buyer or lessee. Said design must be approved by the Haverhill Selectboard or agent. The buyer/lessee shall design and install drainage facilities, which shall contain all surface water on the subject lot. The buyer/lessee is responsible for the proper maintenance and function of all drainage facilities. No water, whether from production, storm water runoff, or natural (such as groundwater) on-site sources shall be permitted to surface flow across a property line, or to another drainage system or area, except to a designed subsurface system or a natural water course. Storm water runoff from roofs, which is to be routed through a controlled

system, shall be included in sizing the control. However, building roof drains may be piped directly to a natural water way.

Sec. 17 Commercial mining of any kind is prohibited. This shall not restrict the use of site materials on any lot site by any owner or lessee.

Sec. 18 Each lot owner/lessee is responsible for the removal of all trash and garbage in a timely fashion. (See Article v, Section 5)

Sec. 19 A lot owner/lessee may install fences no more than 8 feet in height to protect materials and equipment housed outside any building or for reasons of safety.

ARTICLE III: BUILDINGS

Sec. 1 The following building set-backs shall apply to all lots:

Minimum Distance from access road r.o.w. shall be 50'

Maximum distance from access road r.o.w. shall be 100'

Minimum Distance from any side lot shall be 50'

Minimum Distance from any back lot shall be 50'

Minimum Distance from Airport Road r.o.w. shall be 75'

Minimum Distance from school property shall be 100'

Sec. 2 No building, parking area or use shall extend beyond any lot onto another lot.

Sec. 3 Maximum height of any building or structure (including towers, antennas, or poles) shall be 35', except for lots on the airport side of the access road where stricter height limits apply.

Sec. 4 All buildings with water service shall be properly fitted with a pressure reducing valve system satisfactory to and approved by the North Haverhill Water and Light Department, to protect the plant facilities from the high municipal system pressure and the ordinary and extraordinary operation thereof.

Sec. 5 All buildings shall be designed and maintained to be harmonious, appropriate and compatible in appearance and character to other park structures and buildings in the general surroundings.

Sec. 6 On a single lot, when two or more buildings or structures are to be provided, the seperative distance and other design factors shall be that required to protect all other buildings if any one is totally fire involved.

Sec. 7 Accessory buildings and structures and/or the storage of raw or finished materials and products shall (a) not be in the front yard, (b) be within one half of the side or rear yard distance specified from the property line, (c) not be a fire exposure to an abutting property, (d) be screened or enclosed as necessary for aesthetic and nuisance control purposes.

Sec. 8 Any buildings or facilities damaged by fire or otherwise shall be restored at least to original condition or removed from the site within one (1) year.

Sec. 9 Any exterior lighting shall be installed so as not to shine beyond the lot lines of any lot, cause a nuisance to any abutting property owner or interfere with the operation of the Airport.

Sec. 10 The Town shall in no way be responsible for any maintenance to the buildings, roads, driveways, parking lots and/or drainage systems on any lot.

ARTICLE IV: SIGNAGE

Sec. 1 Uniform sign standards are required to preserve the aesthetic value of buildings and landscaping without interference with the effective advertising value of properly designed signs.

Sec. 2 No freestanding signs of any kind shall be permitted within 50' of the edge of pavement of the access road. Signs mounted flat to the building are permitted but must not exceed 15 feet in length nor may their tops be installed higher than 10' above grade. The street address of the lot is to be included on the principal sign. No outdoor advertising shall be permitted on any building or lot. No letter in a sign may exceed four (4) feet in height. No sign will be of the traveling, animated or flashing light types. No gaseous tube or panel type sign may have an intensity greater than one-foot candle at four feet from the sign.

Sec. 3 Only one free standing or building attached principal sign will be permitted per lot. All other signs on each lot shall be of similar design to

the principal sign. No temporary signage shall be permitted except in an emergency.

Sec. 4 Signs shall not constitute a hazard to vehicular or pedestrian movements, on or off site.

ARTICLE V: ENVIRONMENTAL

Sec. 1 No vehicles or heavy equipment are to be left running while unattended on any lot at any time. No trucks are to be left idling all night.

Sec. 2 No hazardous material may be vented into the air or discharged onto or into the ground from any facility. Standards for determining air pollution shall be those of the State of New Hampshire and/or the United States Environmental Protection Agency.

Sec. 3 Any hazardous material stored or used on site shall have secondary containment.

Sec. 4 Water pollution controls shall be subject to the requirements and regulations established by the New Hampshire Water Supply and Pollution Control Division.

Sec. 5 Solid wastes shall be suitably stored on-site and disposed of by the lessee or owner on a regular basis. The accumulation of solid waste on site is prohibited.

Sec. 6 No underground or aboveground storage tanks are to be installed without a proper permit from the New Hampshire Department of Environmental Services and/or the United States Environmental Protection Agency. (See Article II, Section 7)

Sec. 7 No outdoor burning is permitted.

ARTICLE VI: PARKING AND UNLOADING

Sec. 1 Employee parking shall be at least one space for each 1.25 production employees in the largest shift; one space for each 1.50 non-production employees; and one space for each customer or visitor. No parking shall be allowed on the access road or any place other than parking areas provided by the owner/lessee.

Sec. 2 Adequate off street loading facilities and space shall be provided to service all needs of the owner or lessee, shall be safe and convenient for truck operation without interference with other traffic or land use designations, and shall not be located in the front yard, unless enclosed within the building.

Sec. 3 Adequate designated parking space shall be provided for all commercial vehicles, which are required for the ordinary operation of the facility.

Sec. 4 Parking areas, which would be readily visible from access road or Airport Road, travel shall be landscaped to integrate the parking to the park area and setting.

Sec. 5 Employers with parking for more than 50 vehicles at any given time shall be required to reduce traffic intensities reaching Benton Road and Airport road during peak times of arrival or departure. Employers should reduce traffic intensity at the time when school begins or ends at HCMS.

Sec. 6 All parking areas and driveways shall be hard surfaced for year-round use.

Sec. 7 Common driveways are encouraged.

ARTICLE VII: AMENDMENT

Sec. 1 These Protective Covenants may be amended from time to time by the Haverhill Board of Selectmen after a properly advertised public hearing.

ARTICLE VIII: SEPARATE AND SEVERABLE

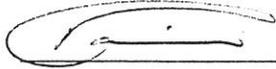
Sec. 1 The invalidity of any section, clause, sentence or provision of these Protective Covenants shall not affect the validity of any other part of these Protective Covenants, which can be given effect without such invalid part or parts.

Sec. 2 Failure by the Board of Selectmen to enforce any of the provisions of these Protective Covenants against any one owner or lessee shall not be construed as a waiver of the Board's right to enforce those provisions

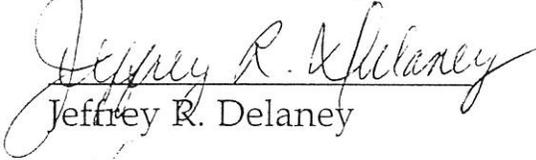
against the same or other owners and lessees at any time. The owners individually and collectively shall also have the right to enforce the covenants and conditions herein.

Adopted: March 10, 2003

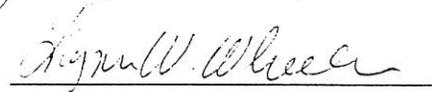
HAVERHILL SELECTBOARD,



Robert A. Maccini, Chair



Jeffrey R. Delaney



Lynn W. Wheeler



Attest: Bette Pollock, Town Clerk