

ATTACHMENT NO. 2

DECLARATION OF COVENANTS

AND RESTRICTIONS

THIS DECLARATION, Made this 27th day of September 2001, by the BOARD OF COUNTY COMMISSIONERS OF GARRETT COUNTY, MARYLAND, hereinafter referred to as "County."

WHEREAS, the County is the owner of a parcel of land situate in Election District No. 16, Garrett County, Maryland, more particularly described in a deed from Bausch & Lomb, Inc. to Garrett County Board of Commissioners dated October 23, 1984, and recorded in Liber No. 454, folio 481 &c., one of the Land Records of Garrett County, Maryland and designated as Block B of the Southern Garrett Industrial Park and also a deed from Apostolics of Oakland, Inc to Garrett County Commissioners dated April 30, 1997 and recorded in Liber 707, folio 180 one of the Land Records of Garrett County, Maryland and designated as Block C of the Southern Garrett Industrial Park and known as the Southern Garrett Business and Technology Park ("SGBTP").

WHEREAS, the County desires to place certain conditions, covenants, restrictions, reservations, and easements affecting SGBTP as hereinafter set forth for purposes of preserving the value of SGBTP as an industrial park.

WHEREAS, SGBTP were improved, in part, with funding from the United States Economic Development Administration ("EDA"), United States Department of Commerce, Project No. 01-01-03645.

NOW, THEREFORE, the County declares that all property in SGBTP shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, restrictions, reservations, and easements as shown on the "Board of County Commissioners Garrett County, Maryland Southern Garrett Business and Technology Park Covenants" attached hereto and made a part hereof, which shall run with the land and be binding on all parties having any right, title or interest in the property known as SGBTP, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

The County declares that all current and subsequent owners and developers or their

Exc. and Del. to Elizabeth Morin
09/28/01

successors and assigns, agree that they will:

- (1) provide service without discrimination to all persons without regard to their age, race, religion, color, sex, handicap or national origin.
- (2) provide EDA with any document, evidence or report required to assure compliance with federal and state law.

IN WITNESS WHEREOF, the Declarant of this declaration, the Board of County Commissioners of Garrett County, Maryland, a public corporation, has caused this declaration to be signed and executed the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF GARRETT COUNTY, MARYLAND

By: *F. Holliday* (SEAL)
Frederick A. Holliday, Chairperson

ATTEST:

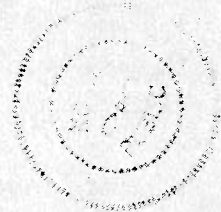
Diana Swano

STATE OF MARYLAND,
COUNTY OF GARRETT, to-wit:

ON THIS 27th day of September 2001, before me, the undersigned officer, personally appeared, Federick A. Holliday, Chairperson of the County Commissioners of Garrett County, Maryland, a public corporation, and that he, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the Board of County Commissioners of Garrett County, Maryland as Chairperson.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Carol A. Riley
Notary Public



My Commission Expires:

CAROL A. RILEY
Notary Public State of Maryland
My Commission Expires July 01, 2005

BOARD OF COUNTY COMMISSIONERS

GARRETT COUNTY, MARYLAND

SOUTHERN GARRETT BUSINESS AND TECHNOLOGY PARK

COVENANTS

Conditions, covenants, restrictions, reservations, and easements affecting Southern
Garrett Business and Technology Park, Mountain Lake Park, Maryland ("SGBTP") and ^{FROM CASE} ~~of 07/10/01~~ ^{21:58 PM}
by the Board of County Commissioners of Garrett County, Maryland.

It should be noted that these covenants do not, in any way, release the purchaser from the provisions of any local, state or federal rules, regulations, statutes, or ordinances and codes which may be applicable.

Section I-Property Subject to this Declaration

These covenants apply to the Southern Garrett Business and Technology Park. The effective date is May 1, 1998.

All property sold by the Board will be subject to such other conditions and restrictions as are agreed to by the parties including, but not limited to specific usage plans, construction plans, and implementation timetables. Such additional conditions will be incorporated in any option or sales contract related to such land with such provisions intended to survive the delivery of a deed of conveyance.

Section II-Definitions of Terms

"Building Site" shall mean a piece, parcel or plot of land lying within the limits of SGBTP hereinafter described, which is occupied or designed to be occupied by an industrial, business or technology building or buildings and accessory structures, or by such other buildings or uses which are in conformance with the requirements of these covenants together with open spaces arranged, designed, and improved, to be used in connection with such buildings or uses.

"Board" shall mean the Board of County Commissioners of Garrett County, Maryland.

"Improvements" shall mean and include any building or buildings, out-buildings

appurtenant thereto, parking areas, loading areas, signs, fences, walls, hedges, lawns and plantings, and any structures of any type or kind located above the ground.

"Manufacturing" shall mean any production of articles for use from raw or prepared materials by giving such materials new forms, qualities, properties or combinations.

Section III - General Purpose of Conditions

The real property described in Section I hereof is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to insure proper use and appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereof of structures built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and for the landscaping, planting, and maintenance of said open spaces; to provide adequately for off-street parking, and for loading and storage of vehicles; to control through performance standards, the undesirable aspects of industrial operations; and in general, to provide for superior development of said property; to insure that the use of building sites shall not affect adversely the interest of the Board for purchasers or lessees of building sites in the SGBTP; nor the health and safety of employees or workers therein; and will not be detrimental to the use or development of adjacent property of the general neighborhood.

Section IV - General Provisions

1. Effective Date

These covenants shall be effective as of May 1, 1998.

2. To Run With Land

Except as otherwise set forth herein, the covenants herein set forth shall run with the land and shall bind the present owner, its successors and assigns; and all parties claiming by, through or under them shall be taken to hold, agree, and covenant with the owner of said building sites,

with its successors and assigns, and with each of them to conform to and observe such restrictions as to the use of building sites and the construction of improvements thereof. Any deeds or instruments of conveyance shall contain a covenant which shall prohibit the use of the subject property for any purpose other than the general and special purpose of the United States Economic Development Administration, Project No. 01-01-03645 grant, which in this case, is an industrial park. This covenant shall remain in effect for as long as the above-described property is used as an industrial park.

3. Life

Each of the conditions set forth shall continue and be binding upon the grantee, upon its successors and assigns, and upon each of them and all parties and all persons claiming under them for a period of fifty (50) years and from the aforementioned effective date.

4. Separability

Invalidation of any of these covenants or any part thereof by judgment or Court orders shall in no way affect any of the other provisions which shall remain in full force and effect.

Section V-Enforcement

Violation or breach of any restriction herein contained shall give to the Board and every owner or lessee of property subject to these restrictions the right to seek such remedies at law or in equity by proceeding at law or in equity against the person, persons, firms or corporation who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

The result of every action or omission whereby any restriction herein contained is violated, in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an owner or lessee, either public or private, shall be applicable against every such result and may be exercised by the Board or by any owner or property subject to these restrictions.

In any legal or equitable proceeding for the enforcement or to restrain the violation of these covenants or any provision hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such amount as may be fixed by the Court in such

proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

Subject VI-General Development Standards

1. Permitted Land Uses

Only businesses engaged in either light manufacturing, or commercial pursuits in which 50% or more of the business's gross revenues are attributable to customers based outside of Garrett County, are permitted to operate within the above described property.

2. Building Coverage

The total amount of land to be covered by all principal and accessory buildings and structures shall in no case exceed 50% of the total lot area.

3. Improvement Schedule

A property owner shall construct a building improvement upon said property within eighteen (18) months of property transfer from the Board.

4. Off-Street Parking and Loading

No parking of any vehicle shall be permitted upon any street or roadway within the industrial park.

5. Storage

All outside storage of materials in raw, in process or finished state will be provided with adequate screening as determined by the Board.

6. Landscaping

All open portions of any lot not improved for parking, loading, driveways or walkways, shall be adequately drained or graded and shall be suitably landscaped with trees, shrubs, or planted ground cover or such other suitable means and maintained in a neat and attractive condition at all times thereafter. Based upon an approved Plan, landscaping shall be completed within one year after substantial completion or occupancy of the building.

7. Utilities

The Board or its designee reserves the right to have constructed without expense to the owners, utility lines, pipes and conduits underground through an area of sufficient width

across the real estate covered by these covenants, and each property owner or lessee shall execute any and all instruments necessary and reasonable for further development of the Industrial Park, including the granting of easement for railroad tracks and sidings, gas lines, sanitary sewers, storm sewers, telephone lines, entrance and access roads and electrical lines, provided the owners shall have the right to designate the location of the easements contemplated by this covenant.

Section VII-Procedures for Board Review and Approval

- A. No building, fence, wall, sign, advertising device, roadway, loading facility, outside storage facility, parking area, site grading, planting, landscaping, facility for industrial waste or sewage disposal, or any other improvement shall be commenced, erected or constructed, nor shall any change in the use of any premises be made, until the plans are specifications therefore, showing the nature, kind, shape, heights, materials, color scheme, lighting and location on the lot of the proposed improvements, grading, landscaping or alternations and the proposed use or change in the use of the premises, shall have been submitted to and approved in writing by the Board and a copy of such plans and specifications as finally approved lodged permanently with the Board. The Board shall have the right to refuse to approve any such plans or specifications or proposed use of the premises for any reason which the Board, in its sole discretion, may deem in the best interests of the Park and the owners or lessees or prospective owners or lessees of other properties therein. No change in grade, elevation or size of land shall be made without written approval from the Board.
2. The Board shall not arbitrarily or unreasonably withhold its approval of such plans and specifications. If the Board fails to approve or disapprove such plans and specifications within thirty (30) days after the same has been formally submitted to it, without the Board having given notice of the reason for its inability to so act, it shall be conclusively presumed that the Board has approved said plans and specifications, subject, however, to the restrictions and covenants contained herein.