

TOWN OF STERLING INDUSTRIAL PARK

COVENANTS

STERLING DEVELOPMENT & INDUSTRIAL COMMISSION
now known as STERLING ECONOMIC DEVELOPMENT COMMISSION
Office # 860-564-4752

STERLING MUNICIPAL BUILDING
1183 PLAINFIELD PIKE
(Economic Development Office, Room 17)
PO BOX 157
ONECO, CT. 06373

Adopted: June 25, 1985
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Town Clerk's Office

Amended: January 28, 1986
Amended: February 10, 1987
Amended: April 11, 1989
Amended: June 12, 1990
Amended: March 13, 2012
Amended: October 13, 2015 ~ Revised Covenants filed in the Economic Development
Minutes Book, Vol. 2 Pages 48-57, Sterling Land Records, Vol. 146 Pages 927-936

**Declaration of Industrial Park Covenants
Town of Sterling Industrial Park
Sterling, Connecticut**

Whereas, the Town of Sterling intends to sell and convey certain tracts of land consisting of industrial sites in a development known as the "Town of Sterling Industrial Park", and

Whereas, the town deems it necessary and desirable that a uniform set of restrictions be applicable to all of said lots, and

Whereas, it is intended that said restrictions be enforceable by owners of the various lots in said development.

Now, therefore, the Town of Sterling agrees that all industrial sites in said Industrial Park, shall be sold subject to the restrictive covenants contained in this Declaration and all purchasers and or lessees of industrial sites in said Industrial Park are hereby given notice of the covenants herein contained, by reference in their respective deeds to Volume and Page in the Office of the Town Clerk in the Town of Sterling, Connecticut, where this Declaration and Agreement will be recorded.

Statement of Purpose

These regulations are promulgated for the safe, orderly and aesthetic development and maintenance of the Town of Sterling Industrial Park. They shall apply to all land after development thereon within the Town of Sterling Industrial Park, whether sold or leased by the Town of Sterling to others or held by said Town of Sterling or as it assigns.

These standards are intended to insure the continued maintenance of Architectural and Site Planning Standards of the Town of Sterling Industrial Park. By clarifying in advance the required housekeeping and maintenance responsibilities the pleasant, safe and efficient atmosphere of the Park will be continued into the future.

Permitted Uses

1. Industrial, commercial and technical uses with a principal character of:
 - a. Light manufacturing
 - b. Processing, assemble and fabrication of materials
 - c. Wholesale trade and storage
 - d. Warehousing
 - e. Research and development
 - f. Engineering
 - g. Office management, office uses and educational uses carried on in conjunction with supportive of the primary manufacturing
 - h. Retail uses conducted in conjunction with manufacturing uses in the Park

2. Public utility buildings, structures and use, corporate and regional offices of manufacturing companies.
3. Additional permitted uses considered compatible with intended development of the Park may be allowed as approved by the SDIC.

Architectural Standards

1. All construction, alterations, or additions including buildings or portions, thereof, fences, walls, enclosures, docks, sheds, conveyors, roof units, parking, plantings, etc., shall be subject to the approval of the Sterling Development and Industrial Commission(hereinafter referred to as the SDIC).
2. All buildings and structures, including alterations, additions, exterior remodeling, site planning, site improvements, plantings, and screenings must be designed and constructed in accord with these standards. The objective is to insure attractive and dignified appearances, practical design and sound construction throughout the Park to the mutual benefit of all occupants.
3. All construction shall be in accord with the latest edition of the State of Connecticut Building Code and with all other applicable State and Local Codes and Ordinances (ie. Town of Sterling Planning and Zoning, Inland Wetland & Watercourses Commission).
4. Industrial facilities shall be permitted the following non moving, non flashing signs for advertising purposes: One detached sign per lot not exceeding 32 square feet nor extending higher than eight feet from the ground, plus one sign on the street-facing exterior wall of each occupancy. The area of individual wall sign shall not exceed ten percent of the area of the wall on which is it placed. No detached advertising sign shall extend within ten feet of any street, driveway or property line. A sign attached to a building shall not project above the highest point of the wall of that building. All warning, directional, parking and traffic control signs on private premises shall be in conformance with the size, shape, color and use provisions as specified in the latest revision of the State of Connecticut, Manual of Uniform Traffic Control Devices. All current Town of Sterling Ordinances concerning signs shall also govern any signs placed in the Industrial Park.
5. All exterior fences, canopies, awnings, screens, roof scapes and other exterior appurtenances and enclosures are to be consistent with the design and quality of materials used in the main building.
6. Metallic tape is required to be put on the top of all underground plastic tubing so that it can be easily located with a metal detector.
7. All clients must submit a detailed storm water run-off plan for approval by the SDIC as part of their Site Plan.

8. Metal containers are not considered a “building” or “structure”. Any proposals including metal containers within the Park must be presented to the Commission for consideration.

Operational Standards

1. A copy of any lease affecting any lot in the Industrial Park shall be filed with the SDIC promptly after execution. No subleasing of a property may occur without prior written approval of the Economic Development Commission as well as a surety bond. The amount of surety shall be reviewed and approved by the Economic Development Commission. Any proposed surety shall be in the form of cash and/or irrevocable letter of credit.
2. No parking, standing, loading or delivery shall be allowed on the streets. Owner or Lessee shall be required to exercise their full authority to enforce this regulation.
3. All refuse, trash and scrap materials shall be kept in containers in a neat, safe manner and shall not be allowed to accumulate. If stored outside, all materials shall be totally enclosed and screened from general view at the sides and rear of the building.
4. If trucks or service vehicles are stored outside, they must be parked in a planned and designated area at the rear or side of buildings.
5. All exterior surfaces requiring periodic painting, cleaning, washing, or other maintenance shall be given such attention regularly and thoroughly so as to maintain a neat and clean appearance at all times.
6. All lawns and plantings shall be cared for to insure good appearance, including such preventative maintenance as fertilizing, watering, cutting, pruning, reseeding, and replacement of broken, dead or diseased materials.
7. All private gutters, storm drains, culverts, etc. Are to be kept operational and free of debris and obstruction at all times.
8. Snow removal from all private walks, drives, drainage structures, entrances and parking and loading areas will be the responsibility of the occupant. All areas shall be cleared neatly and promptly and in such a manner as to not interfere with the public traffic or private access for employees. All snow removed or cleared from sites will not be deposited on or within five (5) feet of any public road.
9. The general appearance, neatness and tidiness of all land, buildings and appurtenances shall be maintained at all times. This includes, but is not limited to prompt repair of paved and unpaved yard areas, soil erosion, curbs, gutters, down-spouts, windows, awnings, signs, visible interior fixtures and roof units.
10. All ground level outside storage and stationary equipment shall be screened.

11. The size, height and design of such screening shall be sufficient to keep all such items from being viewed from the street and the adjoining properties.

Performance Standards

1. *General:* The use of land, buildings and other structures, on any lot in the development shall be conducted so as to conform to the performance standards hereinafter specified.
2. *Dust, Dirt, Fly Ash and Smoke:* No dust, dirt, fly ash or smoke shall be emitted into the air that exceeds Federal or State clean air quality standards by any occupant of the Industrial Park
3. *Noise:* No noise shall be emitted from any lot that exceeds levels established by appropriate Federal and State agencies.
4. *Vibration:* With the exception of ground vibration necessarily involved in the construction or demolition of buildings, no vibration shall be transmitted outside the lot where it originates.
5. *Odors:* No offensive odors shall be emitted into the air from any lot so as to impair the value and enjoyment of any other lot.
6. *Gases and Fumes:* No noxious, toxic or corrosive fumes or gases shall be emitted into the air from any lot.
7. *Glare and Heat:* No light on any lot shall be aimed so as to shine on any road or any other lot or property so as to impair the value and enjoyment of any lot therein. No radiant heat shall be perceptible outside the lot where it originates.
8. *Danger:* No material which is hazardous due to explosion, extreme fire hazard or radioactivity shall be used, stored, manufactured, processed or assembled except in accordance with applicable codes and regulations of the Town of Sterling and State of Connecticut.
9. *Wastes:* No offensive wastes shall be discharged or dumped into anything other than an approved receptacle of facility.
10. *Utilities:*
 - a. *Sanitary Sewer Mandate:* Utilization of the municipally owned and operated sewage treatment system is a condition precedent to operation. All effluent is to be discharged into the sterling Sewer System and that no cesspools, septic tanks or settling lagoons shall be erected on land within the boundaries of the Sterling Industrial Park. Plans that alter the composition of wastes with regard to biological oxygen demand, and suspended solids, may not be made without the advice and consent of the Sterling Water Pollution Control Authority.
 - b. *Water Use Mandate:* Utilization of the water system provided in the Town of Sterling Industrial Park is mandatory. Private wells may only be drilled by companies to supplement the water received from the Industrial Park water system.

Approval for such wells will require a statement from the water authority indicating that the water demands of the company exceed the capacity of the water system to adequately meet this and its other commitments. Approval for private wells will be given only by the SDIC upon the advice of the Department of Economic Development. Plans for wells must be presented in detail to the SDIC.

- c. The Town of Sterling will absorb the cost of extending the water and sewer lines to the property line. The remaining cost of sewer and water connections shall be the responsibility of the owner.

Site Planning Standards

1. Minimum Lot Sizes: 1.8 Acre
2. Set Backs:
 - a. Front yards: Fifty foot minimum from any street. Due consideration will be given to a valid need for an adjustment to the original fifty foot minimum from any street.
 - b. Side yards: 20' minimum.
 - c. Rear yards: 30' minimum.
 - d. Set back limitations apply to all parts of all buildings including docks, porches and overhangs.
 - e. Parking stalls shall be located no less than five feet from the wall of any buildings to allow for pedestrian walks and/or landscaping.
 - f. Parking is not permitted in the setback areas.
3. Building Height: Thirty five foot maximum or two stories for all structures that are primarily used as an occupancy. (A structure does not include 'metal containers')
4. Building Coverage: Maximum building coverage shall not exceed 25% of the total lot area.

NOTE: All Site Planning Standards are intended as a "Guide": each project will be reviewed by the Economic Commission and determinations/adjustments will be made "as necessary", per vote of the commission members.

5. Ground Coverage: Maximum lot coverage, including building, parking, loading, outside storage structures and all paved areas shall not exceed 65% of the total lot area.
6. Required Site Improvements:
 - a. Paved drives shall include oil and stone, concrete or blacktop.
 - b. Provide sufficient parking area for all employee and visitor vehicles without causing encroachment upon the public street.
 - c. Off-street loading: Each occupant is responsible for providing sufficient off-street loading facilities to meet their needs. All loading areas shall be to the rear or side of the building.

- d. The entire lot not covered by buildings or paving shall be maintained in lawns, plantings or landscape treatment.
- e. Plantings shall not be a hazard to pedestrians or vehicular traffic.
- f. Landscape treatment may include the use of ground covers, hedges, shade flowering and specimen trees, walls, terraces, ponds, fountains or sculptured materials.

General Provisions:

- 1. *Beneficiaries:* These restrictions and covenants are made for the benefit and safety of any and all persons who may now own or who may hereafter own or occupy property in the Industrial Park. Such persons are specifically given the right to enforce these restrictions and covenants by injunction or other lawful procedure to recover damages resulting from any violation thereof.
- 2. *Succession:* The Town of Sterling, acting through its Board of Selectman, reserves the right to take over all responsibility of the SDIC, or its successor, should such commission for any reason cease to function in the Town of Sterling, all authority given to said Commission by the Board of Selectman in this Agreement shall then vest in the Board of Selectman.
- 3. *Partial Invalidity:* The invalidation of any one of the restrictions herein set forth or the failure to enforce any such restrictions by the time of its violation shall in no event affect any of the other restrictions or be deemed a waiver of the right to enforce the same thereafter.
- 4. *Amendments:* These covenants and restrictions may be changed, modified or amended in the following manner:
 - a. Upon a formal vote of the SDIC in favor of such change, modification or amendment and with written approval of all private property owners of record in said Industrial Park.
 - b. Any amendment to this document shall become part of the permanent part thereof and shall be duly recorded in the land records of the Town of Sterling.
- 5. *Term:* These restrictions as they may be amended from time to time shall remain in effect until August 30th of the year 2013 and thereafter shall be renewed for successive terms of ten (10) years unless terminated by vote of a two-third majority of the owners of the lots in the Park.
- 6. *Enforcement:* In the event any occupant fails to comply with any of the above specifications or requirements, then the Town of Sterling shall notify such occupant of such claimed noncompliance and request corrective action within a reasonable time, stating compliance date. If said noncompliance continues after the expiration of the time stated in such notice the town may, but shall

not be required to, cause corrective action to be taken and charge the occupant with the cost, including , if necessary, legal fees and expenses thereof. The Town of Sterling, its agents and servants shall have the right, privilege and license to enter upon all lots in the development for purposes of inspection and corrective action at all reasonable times.

Town of Sterling Industrial Park Regulations

The purpose of these regulations is to establish certain criteria for construction on land within the Town of Sterling Industrial Park and for establishment of time tables for the completion of construction.

Section 1: Definitions

1. *Agreement:* The Town of Sterling Industrial Park Disposition Agreement
2. *Buyer:* The individual, firm, corporation, or developer who has made known his intent to purchase a parcel or parcels of land within the Town of Sterling Industrial Park through the execution of an Agreement with the Town of Sterling Development and Industrial Commission.
3. *Commission:* The Town of Sterling Development and Industrial Commission.
4. *Covenants:* The Town of Sterling Industrial Park Covenants filed in the Sterling Town Clerk's Office and recorded in Volume 50 pages 45-50 of the Land Records of the Town of Sterling.
5. *Park:* The Town of Sterling Industrial Park.
6. *Plan:* The Town of Sterling Industrial Park Project Plan which was approved by the Voters of the Town of Sterling at a Special Town Meeting on August 30, 1983 and which Plan was approved by the State of Connecticut Department of Economic Development on October 27, 1983.
7. *Property:* The parcel or parcels to be developed in the Agreement.

Section 2:

1. Plans for Construction: Plans and specifications with respect to the development of the Property and the construction thereon shall be in conformity with the Plan, the Agreement, the Covenants and all applicable Federal, State and Local laws and regulations. In any event, no later than the time specified therefore in section 3 hereof, the Buyer shall submit to the Commission, for the approval by the

Commission, plans, drawings, specifications, related documents, including elevations, perspectives and information regarding interior and exterior materials as may be necessary to show the architectural character of the construction, as well as particulars regarding landscaping, paving, utilities and other site improvements, and the proposed construction schedule (which plans, drawings, specifications, related documents, elevations, perspectives, information regarding landscaping, paving, utilities and other site improvements, and construction schedule, together with any and all changes therein that may hereafter be made and submitted to the Commission as therein provided, are except as otherwise clearly indicated by the context, herein called "Construction Plans") with respect to the development to be constructed by the Buyer on the Property, in sufficient completeness and detail to show that such improvements and construction thereof will be in accordance with the Plan, the Agreement and Covenants. The Commission shall, if the Construction Plans originally submitted conform to the provisions of the Plan, Agreement, and Covenants approve in writing such Construction Plans and no further filing by the Buyer or approval by the Commission thereof shall be required. Such Construction Plans shall, in any event, be deemed approved unless total or partial rejection thereof, setting forth in detail the reasons therefore shall be made in writing by the Commission within the time specified therefore in Section 3(3) hereof after the date of their receipt by the Commission. If the Commission so rejects the Construction Plans in whole or in part as not being in conformity with the Plan Agreement and Covenants, the Buyer shall submit final Construction Plans which are in conformity within sixty-five (65) days of receipt of written notification from the Commission of the rejection. The provisions of these Regulations relating to approval, rejection and submission of final Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans are in conformity with the requirements of the Plan and Agreement, as determined by the Commission, no later than the time specified in Section 3(3) hereof. All work with respect to the development to be constructed or provided by the Buyer on the Property shall be in conformity with the Construction Plans as approved by the Commission. (The actual building and construction in accordance with approved Construction Plans are hereinafter referred to as "Improvements.")

2. Changes in Construction Plans: If the Buyer desires to make any changes in the Construction Plans after their approval by the Commission shall approve or disapprove the proposed change and

notify the Buyer in writing of its decision. Such decision shall be made within the period specified therefore in Section 2.

Section 3:

1. Time for Submission of Preliminary Construction Plans:
The buyer shall submit its preliminary plans for construction (hereinafter called "Construction Plans" and defined in Section 2 hereof) to the Commission not later than 180 days after execution of the Disposition Agreement. The Commission shall review and advise the Buyer on said plans.
2. Time for Submission of Final Construction Plans: The time within which the Buyer shall submit its final Construction Plans as provided for in Section 2 hereof shall not be later than 20 days after the date the Buyer receives any written notice from the Commission of the Commission's advice and review on the preliminary Construction Plans.
3. Maximum Time for Agency Approval of Final Construction Plans:
The Commission shall then approve or disapprove final construction plans and notify Buyer of same within 65 days of receipt of final Construction Plans.

Section 4:

1. Time for Beginning and Completion of Construction: The time within which the Buyer shall begin construction according to the Construction Plans approved by the Agency shall not be later than 365 days from the date of closing, and construction shall be completed and all improvements (hereinafter defined in Section 2 hereof) made within three years from the date of closing.