

DECLARATION OF  
COVENANTS AND RESTRICTIONS

FOR THE

AIRPORT INDUSTRIAL PARK, OWNED BY THE COUNTIES OF WARREN  
AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY

LOCATED IN THE TOWNS OF QUEENSBURY AND KINGSBURY

COUNTIES OF WARREN AND WASHINGTON

PHASE I

Recorded Washington  
County: 9/19/78  
467 of Deeds at  
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Warren County:

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WARREN COUNTY CLERK  
JOHN L. ...

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THIS DECLARATION made this 1st day of April, 1978 by the Counties  
of Warren and Washington Industrial Development Agency  
hereinafter called the "Agency".

WITNESSETH:

WHEREAS, the Agency is the owner of the real property described  
in Exhibit "A" attached to this declaration and made a part hereof,  
and hereinafter referred to as the "Airport Industrial Park", and  
WHEREAS, the Agency is desirous of subjecting the real property  
described in Exhibit "A" to the conditions, covenants, easements,  
restrictions, and reservations hereinafter set forth, each and all  
of which is and are for the benefit of said property and for each  
owner thereof, and for the benefit of all other properties which  
may be included in the Airport Industrial Park.

NOW THEREFORE, the Agency hereby declares that the real property  
described in and referred to in Exhibit "A" attached hereto is,  
and shall be, held, transferred, sold, conveyed, leased, sub-  
leased and occupied subject to the conditions, covenants, easements,  
restrictions and reservations hereinafter set forth, which shall

be binding upon the purchaser or purchasers of any said lots, successors, devisees and administrators.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property, which is now and shall be held, transferred, leased, sub-leased and occupied subject to the conditions, covenants, easements, restrictions and reservations set forth herein, is wholly located in Warren-Washington Counties, State of New York and is more particularly described in Exhibit "A" attached hereto and made a part of this Declaration.

ARTICLE II

GENERAL PURPOSES OF CONDITIONS

The real property described in Exhibit "A" attached hereto is subjected to the conditions, covenants, easements, restrictions and reservations hereby declared to insure proper use and appropriate development and improvement of each building site thereof; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to secure and maintain off street vehicle storage and circulation such as the building site and use thereon shall generate; to secure and maintain proper set-backs from rights-of-way and contiguous property; to provide adequately for a high type and quality of industrial and commercial improvement and use of said property,

to protect each lessee or purchaser so that he may obtain maximum convenience, safety, economy, view, identity, and amenity in relation to adjacent sites and in relation to area location as a whole; and provide maximum flexibility for expansion, changes in use, and adaptation to individual needs of each lessee or purchaser.

ARTICLE III  
APPLICABILITY

No structure or building shall be constructed nor shall any landscaping or other site development be done without prior written approval by a Board of Review appointed by the Agency, in accordance with the standards and conditions set forth in this Declaration.

ARTICLE IV  
PROCEDURES

A. Application- Anyone wishing to develop in the Airport Industrial Park may file an application with the Agency defining the site, engineering and architectural aspects of their proposed development. The application shall be in writing and filed with the Agency's Director in person or by mail.

B. Referral- The Director shall refer the application to the Board of Review within five (5) working days.

C. Official Review- The Board of Review shall issue a review approving the proposal, approving the proposal with conditions, or disapproving the proposal within thirty (30) days of its receipt by the Director of the Airport Industrial Park. The developer is invited to participate in this process.

D. Review Standards- Standards for review shall be according to Article VI of these Covenants and Restrictions.

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ARTICLE V

APPLICATION CONTENT (In Duplicate)

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- A. Developer - The full name of the entity desiring to purchase and develop a site within the Airport Industrial Park must be on the application submitted to the Board of Review.
- B. Description - A short narrative describing the nature of the business to be conducted, including possible plans for expansion or alteration.
- C. Site Identification - The lot or lots to be developed should be identified according to the official map designation of the Airport Industrial Park.
- D. Adjoining Properties - Identify by official map designation (where possible) and owner's name, all adjoining properties as well as those directly across the R.O.W. on which the prospective development fronts.
- E. Site Plan - A plan at a scale of 1" = 30' should be drawn showing:
1. Building outline and exterior dimensions.
  2. Vehicular circulation.
  3. Provisions for parking.
  4. Provisions for loading.
  5. Provisions for unpaved open space (not specified in V-E - 2,3,4).

6. Provisions for landscaping of all areas.
7. Locations and dimensions of any appurtenant structures.
8. Distances of all site improvements from property lines (setbacks).
9. Provisions for handling storm runoff including erosion and flood control.
10. (Reserved)

ARTICLE VI  
DEVELOPMENT STANDARDS

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- A. Front Setbacks - No structures or buildings, landscaping, entrance road or parking shall be located closer than fifty (50) feet from the edge of any public right-of-way which now exists or shall be later dedicated.
  
- B. Side and Rear Setbacks - No structure, building or improvement other than landscaping and pad mounted transformers shall be located closer than thirty (30) feet from an adjacent but separately owned property line, be it to either side or rear or combination thereof.
  
- C. Land Coverage -
  - 1. Total amount of land occupied for all principal and accessory buildings shall not exceed 35% of area of lot.
  - 2. Unpaved open space landscaped according to the provisions of these regulations shall comprise at least 20% of the total site.
  
- D. Building Ratio - The ratio of floor space to lot area shall not exceed 1.0.
  
- E. Other Improvements - No fence, masonry wall, hedge, or mass planting shall be permitted to extend closer to the property lines than is permitted according to the minimum setbacks as described in Article VI, Section A & B, without the prior written approval of the Board of Review.

F. Airport Restrictions - No structure or building shall be constructed on the property herein conveyed which would constitute an obstruction according to the Federal Aviation Regulations Part 77, as amended, and no activity shall be conducted on the premises herein conveyed which will interfere with the landing and taking off of aircraft from the Warren County Airport.

G. Landscaping Required - No building or structures above ground shall extend closer to the property lines than is permitted according to the minimum setbacks as described in Article VI, Sections A & B, and it is hereby declared that said area between the allowable building area and the property lines is to be used for open landscaped and green areas. In no way shall the said area be used for employee parking, loading or storage. Said area is to be landscaped attractively with lawn, trees, shrubs or other plant material according to plans and specifications first approved in writing by the Board of Review. Any landscaped areas shall be properly maintained thereafter in a sightly and well kept condition.

H. Outdoor Storage - The outdoor storage of bulk commodities shall be confined to locations and conditions as approved in writing by the Board of Review.

I. Sign Restriction -

1. General - No billboards or advertising signs or other promotional display, other than those identifying the name,



business and products of the person or firm occupying the premises shall be permitted, and no such identification material shall be erected or displayed without the prior written approval of the Board of Review.

2. One Free-Standing Sign - Each developed site will be permitted one free-standing sign, double faced with a maximum of 50 sq. ft. per face.
3. Setback - Free-standing signs shall be placed a minimum of 15' from any R.O.W. and 30' from any adjoining property line.
4. Height - The highest point on any free-standing sign shall not exceed 12'.
5. Building Sign - Each developed site will be allowed one (1) sign to be placed on the building facade. The size, to be determined by measuring a rectangle surrounding the content of the building facade sign, shall not exceed 75 sq. ft.
6. Lighting - The free-standing and building facade signs may not be internally illuminated.
7. Directional Signs - Signs specifically for directing vehicular and pedestrian movement on site shall not exceed 4 sq. ft. for each face.

J. Off Street Parking & loading - All parking and loading shall be provided on the site, with on-street parking and loading not permitted. Parking and loading areas are to be paved to provide dust-free, all weather surfaces.

To insure adequate overall parking facilities, space for parking should be related to both the size of building and number of expected employees. In addition, adequate space must be allocated to permit expansion of parking area upon conversion of use.

1. Parking spaces shall be provided as follows:

(a) One space for each 1.5 employees, computed on basis of combined employment of largest and second largest shifts; or

(b) One space for each 3,000 square feet of gross floor area used for warehousing; or

(c) One space for each 1,000 square feet of gross floor area used for manufacturing; plus

One space for each company owned truck or vehicle; plus

One visitor parking space for each 1,000 sq. ft. of office space.

2. All loading docks shall be properly screened from access roads and highways.

(a) There shall be one truck loading space for the first

10,000' of floor space and one more truck loading space for each succeeding 20,000' of floor space.

(b) Truck loading minimum space shall be:

- minimum width of 14'
- minimum depth of 48'
- a clear overhead of 14'
- plus maneuvering space.

- K. No mining operations of any kind, quarrying or extraction processes shall be permitted upon or in any of the building sites subject to these Covenants.
- L. Easements for installation and maintenance of utilities, sewerage and drainage facilities are reserved as shown on the map referred to in Exhibit A. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or sewer lines, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the occupant, lessee or owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- M. Additional Standards - 1. Utilities - Any extension of utilities shall be installed underground. The cost of such installation shall be borne by the beneficial owner of the property or project, as may be applicable.

ARTICLE VII  
ENFORCEMENT

- A. Enforcement of the foregoing covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate such covenants and restrictions either to restrain violation or to recover damages.
- B. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

ARTICLE VIII  
GENERAL PROVISIONS

These conditions, covenants, easements, restrictions, and reservations shall become effective upon filing of this Declaration in the Clerk's Office of the Counties of Warren and Washington.

These conditions, covenants, easements, restrictions, and reservations are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, at which time said conditions, covenants, easements, and reservations shall be automatically extended for successive periods of ten (10) years each unless a majority of the persons owning property in Blocks 1 and 2, Airport Industrial Park, as shown on the Map described in Exhibit 'A', attached hereto, agree to change the conditions, covenants, easements, restrictions, and reservations in whole or in part.

EXHIBIT "A"

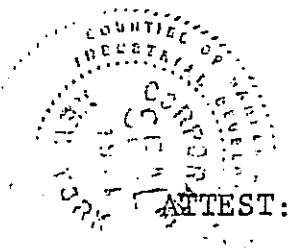
ALL THAT TRACT, piece or parcel of land, situate, lying and being in the Town of Queensbury, Warren County, New York, and in the Town of Kingsbury, Washington County, New York as shown on a map entitled "Map of a Survey made for The Industrial Park owned by the Counties of Warren and Washington Industrial Development Agency" dated June 2, 1978 by John B. VanDusen, Land Surveyor, Glens Falls, N.Y., said map being filed in the Clerk's Office of Warren and Washington Counties simultaneously with the filing of the aforesaid Declaration of Covenants and Restrictions dated April 1, 1978.

The foregoing covenants and restrictions were duly adopted by the Counties of Warren and Washington Industrial Development Agency on the 24th day of May, 1978.

Dated: May 24, 1978

COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY

By *Earl H. Bump*  
Earl H. Bump, Chairman



ATTEST:

*John T. Farnan*  
John T. Farnan, Secretary

STATE OF NEW YORK )  
  :  ss.:  
COUNTY OF WARREN )

On the 23rd day of June, 1978, before me came EARL H. BUMP and JOHN T. FARNAN, to me known, who, being by me duly sworn, did depose and say that they reside in the Town of Horicon, New York and the Town of Queensbury, New York, respectively; that they are the Chairman and Secretary, respectively, of the COUNTIES OF WARREN AND WASHINGTON INDUSTRIAL DEVELOPMENT AGENCY, the Agency described in and which executed the above instrument; that they know the seal of said Agency; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the members of said Agency; and that they signed their names thereto by like authority.

*Thomas M. Lawson*

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