

**LANDS OF THE TOWN OF SULLIVAN DEVELOPMENT CORPORATION
HARBOR LIGHTS BUSINESS PARK**

DECLARATION OF COVENANTS AND RESTRICTIONS

THESE COVENANTS AND RESTRICTIONS made the 24th day of July, 2006 by The Town of Sullivan Development Corporation, herein referred to as the "Developer".

RECITALS

A. The Town of Sullivan Development Corporation is a New York, Not-for-Profit Corporation, having its office at 7507 Lakeport Road, Chittenango, New York 13037; and

B. The Town of Sullivan Development Corporation was created pursuant to section 1411 of the Not-for-Profit Law to create jobs, attract new industry and foster economic growth to lessen the burdens of government in the Town of Sullivan; and

C. The Town of Sullivan Development Corporation has received grants and loans through various job, industry and economic development programs sponsored by the State of New York and the United States of America; and

D. The Town of Sullivan Development Corporation ("Developer") is the owner of a tract of land located in the Town of Sullivan, County of Madison and State of New York conveyed by the following deeds recorded in the Madison County Clerk's Office:

(1) deed from Joan Yates and Lester Kinnetz, as Co-Administrators of the Estate of Sarah E. Kinnetz, and also Co-Administrators of the Estate of Eugene Kinnetz to The Town of Sullivan Development Corporation recorded on May 19, 2000, in Liber 1159 of Deeds, at page 73 &c (part of tax parcel #10-1-9.2);

(2) deed from Gerald E. Steding and Mary L. Steding to The Town of Sullivan Development Corporation recorded on May 9, 2001, in Liber 1191 of Deeds, at page 19 &c (part of tax parcel #10-1-9.2); and

(3) deed from Cowall, Inc. to The Town of Sullivan Development Corporation recorded on May 25, 2000, in Liber 1159 of Deeds, at page 243 &c (tax parcel #10-1-11).

The parcels of land described in the aforementioned deeds are referred to herein as the "TSDC Parcel"; and

E. The Developer has developed a portion of the tracts of land and intends to develop all of the tracts of land as one or more business parks, the initial phase described on **Schedule "A"**, being designated, the Harbor Lights Business Park (referred to herein as the "Park - Phase One", or simply the "Park");

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, Developer, intending to be legally bound, hereby declares that the real property identified herein as the "Park - Phase

One" / "Park" and described on Schedule "A", shall be immediately subject to the within Covenants and Restrictions, all of which shall run with the land, as herein provided.

ARTICLE I - STATEMENT OF INTENT

1.1 Purpose and Intent: These Covenants and Restrictions are to assure that the Park is developed in a manner consistent with the highest aesthetic standards, with the declared intention of creating a pleasant and attractive physical environment that will contribute positively to the business activities of the occupants and that will foster and preserve confidence in the Park and, therefore, its economic and environmental values. The standards for planning and design set forth in these Covenants and Restrictions are to guide development for individual site and buildings as well as for the area as a whole. All of Phase One of the Harbor Lights Business Park shall be subject to these Covenants and Restrictions which are imposed specifically:

- a. To insure proper use and appropriate development and improvement of each building site;
- b. To protect the Developer's financial and economic interests, to enable the Developer to carry out its purposes, and to protect the owners of building sites in the Park (hereinafter "Owners") against any use or condition which may adversely affect the value of their respective property;
- c. To prevent haphazard and inharmonious improvement of building sites;
- d. To secure and maintain proper setbacks from streets and to provide adequate space between structures;
- e. To insure that the use of each building site shall not affect adversely the health and safety of residents or employees in the area and will not be detrimental to the use or development of adjacent properties of the general neighborhood;
- f. To guard against the erection of structures built of improper or unsuitable materials;
- g. To encourage the erection of properly-located, well-designed and attractive improvements; and
- h. To encourage architectural consistency in keeping with the overall purposes of these Covenants and Restrictions.

ARTICLE II - GENERAL PROVISIONS

2.1 Property Subject to Covenants and Restrictions: All of the land within the Park is subject to the within Covenants and Restrictions, all of which shall run with the land, as and when the same are conveyed or any part thereof is conveyed, and shall be binding on all persons and entities of every nature and description whatsoever that hold, transfer, convey

lease, occupy and/or use the "Park - Phase One" / "Park" or any portion thereof, for the benefit of the Developer and "TSDC Parcel".

2.2 Constructive Notice and Acceptance: Every person or entity who now or hereafter owns, leases, occupies, or acquires any right, title, or interest in or to any portion of the Park is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to these Covenants and Restrictions is contained in the instrument by which such person acquired an interest in the subject property.

2.3 Covenants to Run with Land: These Covenants and Restrictions shall run with the Park and bind Developer, its successors and assigns, and bind all persons and entities of every nature and description whatsoever that hold, transfer, convey lease, occupy and/or use the "Park - Phase One" / "Park" or any portion thereof, and the latter described persons and entities agree and covenant with Developer, its successors and assigns, and with each of them, to conform to and observe these Covenants and Restrictions during their ownership, occupancy, or use of the land subject to these Covenants and Restrictions. Developer, its successors and assigns, shall have the right to enforce these Covenants and Restrictions at law or in equity, and the right of Developer, its successors and assigns to enforce these Covenants and Restrictions shall continue so long as the Developer, its successors and assigns own any portion of "TSDC Parcel". The failure of Developer, its successors or assigns, to enforce any of the Covenants and Restrictions at the time of a violation shall not be deemed a waiver of the right to do so at any subsequent time or as to any subsequent violation. These Covenants and Restrictions shall continue in effect until amended or terminated.

2.4 Amendment and Termination: These Covenants and Restrictions may be amended in whole or in part, at any time and from time to time, by the Developer so long as the Developer owns any portion of the "TSDC Parcel". At such time as Developer ceases to own any portion of the "TSDC Parcel", these Covenants and Restrictions may be amended in whole or in part, at any time and from time to time, upon agreement in writing by the record Owners in fee simple of at least eighty percent (80%) of the Park, based on the number of acres so owned divided by the number of acres subject to these Covenants and Restrictions. Any such agreement to amend or terminate these Covenants and Restrictions shall not become effective until:

- a. An attorney of the State of New York certifies the names of the record Owners in fee simple of the land subject to these Covenants and Restrictions; and
- b. A professional engineer or registered surveyor licensed by the State of New York certifies the number of acres owned by such record Owners; and
- c. The certifications and agreement to amend or terminate are recorded in the Madison County Clerk's Office.

The certifications shall be deemed conclusive evidence of such record ownership in fee simple and such acreage. No amendment to these Covenants and Restrictions shall restrict in any way the right of any Owner to continue any use under Article III, provided said use is in compliance with the zoning and land use laws of the Town of Sullivan.

2.5 Government Regulations: Each Owner, Occupant (as hereinafter defined), or user of land subject to these Covenants and Restrictions shall be responsible for compliance with applicable restrictions and regulations imposed by law by the United States, the State of New York, the County of Madison and the Town of Sullivan, including, but not limited, to laws, rules and regulations relating to use and zoning, building, environmental, fire, safety and health, storm water, and air, ground and water. As used herein, "Occupant" shall mean any occupant, tenant, licensee or other user of Park - Phase One or any improvement located thereon.

2.6 Design Standards to Apply: Construction or alteration of any building (which term shall be deemed to include auxiliary buildings and structures, if permitted) or the construction, installation, or alteration of any signs, loading docks, parking facilities, driveways, storage areas, fences, flagpoles, outdoor lighting and landscape planting or other improvements in the Park shall be in compliance with all applicable laws, rules and regulations as well as the requirements of the Architectural Control Committee, hereinafter identified. Storage tanks, structures supporting piping and other accessory structures shall be completely enclosed within a building.

ARTICLE III - ARCHITECTURAL CONTROL COMMITTEE

3.1 Architectural Control Committee: The term "Architectural Control Committee" shall mean the Board of Directors of Developer, or the individual Directors appointed by the Developer to the Architectural Control Committee, as determined by the Developer. At such time as the Developer deems it advisable, in its sole and absolute discretion, to add one or more new members, or to turn over the entire control of the Architectural Control Committee to new members, providing the members are Owners and only so long as the members are Owners. Upon the new members taking control of the Architectural Control Committee, it shall adopt such by-laws, rules and protocols as a majority of the members may approve and a true copy of same shall be filed in the Office of the Clerk of the Town of Sullivan, available for public inspection and may be recorded in the Madison County Clerk's Office, at the discretion of the Architectural Control Committee.

3.2 Review by the Architectural Control Committee: The Architectural Control Committee shall be responsible for the orderly and expeditious review of all projects subject to these Covenants and Restrictions. The Architectural Control Committee shall assist and cooperate with Owners to assure the orderly development of the Park and compliance with these Covenants and Restrictions for the protection of the Developers' present and future interests. The Architectural Control Committee shall use its reasonable judgment to carry out the intent of these Covenants and Restrictions in the review of each project. Accordingly, the Architectural Control Committee shall review every project and provide required revisions to the Owner of a project, and may provide the Owner with suggested revisions if it deems advisable. The foregoing provision includes, without limiting the scope of the foregoing, plans for any addition or change to buildings, land and Improvements. The Architectural Control Committee shall review for compliance with these Covenants and Restrictions. The Owner or Occupant shall be responsible for compliance with federal, state and local laws, rules and regulations.

3.3 Liability: Neither the Architectural Control Committee nor any member, employee, or agent thereof shall be liable to any Owner or Occupant or to anyone submitting plans for

review or to any other party by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the review of any such plans or for any other action in connection with its or their duties hereunder. Likewise, anyone so submitting plans to the Architectural Control Committee for review, by submitting such plans, and any person when he, she or it becomes an Owner or Occupant agrees that he, she or it will not bring an action or proceeding to recover damages or losses against the Architectural Control Committee or any member, employee, or agent of the Architectural Control Committee. The Architectural Control Committee shall be hereinafter referred to as the "ACC".

3.4 Finality of Decision of the Architectural Review Committee: The decisions of the Architectural Review Committee with respect to the matters regulated by Articles IV through VII inclusive, requiring the action of the Architectural Review Committee, are final and are not subject to judicial review.

ARTICLE IV - USE

4.1 Uses Permitted: All of the building sites in the Park may be used for only those purposes authorized by the "ACC" and permitted under the Town of Sullivan zoning and land use laws. Only one use per lot or building shall be permitted and the permitted use must be the use authorized by the "ACC". Only one business per lot or building shall be permitted. Should a lot be sold in the future only the use of the selling owner is permitted by the acquiring owner. The written approval of the "ACC" shall be required, however, to verify the acquiring owner's use and plans will continue to conform to these Covenants and Restrictions. There shall be no change in use of a site or building at any time, for any reason, except with the prior written consent of the "ACC".

4.2 Uses Prohibited: All Owners and Occupants agree not to use or allow the use of any building site or any portion thereof or any building or structure thereon at any time for the manufacture, storage, distribution or sale of any products which are considered by the "ACC", in its sole and absolute discretion, as dangerous, unsafe, objectionable or a nuisance to the public at large or to adjoining property owners by reason of odor, dust, fumes, smoke, noise or vibration or similar deleterious cause; or for use as a multi-tenant facility (premises divided into two (2) or more spaces which are rented individually to different tenants), except for buildings specifically designed for multi-tenant office space and approved by the "ACC".

4.3 Violations of Laws Prohibited: All owners and occupants agree not to use or allow the use of any building site or any portion thereof or any building or structure thereon at any time in violation of any laws of the local, state or federal government. In addition, the Owner and Occupant of any building site shall comply with all applicable Town of Sullivan zoning and building laws, rules and regulations. Any variance granted to an Owner or Occupant from the Town of Sullivan zoning law shall be subject to review and a determination by the "ACC" to approve or disapprove the action for which the variance was granted.

ARTICLE V - SITE DEVELOPMENT

5.1 Area, Density, Setback & Resubdivision Restrictions: Each lot or building site shall comply with the applicable pertinent requirements set out in the Town of Sullivan Zoning Law for area, density and setback restrictions and approved by the "ACC". No lot

shall be subdivided. Re-subdivision of a lot or building site is absolutely prohibited.

5.2 Multiple Buildings Per Lot is Prohibited: Each lot or building site shall have no more than one building situated on the lot or building site.

5.3 Municipal Impact Fees: Each lot Owner shall be responsible for applicable traffic impact and recreation impact fees, if any, which must be remitted to the Town of Sullivan prior to recording of the subdivision plat and/or prior to the issuance of building permits.

5.4 Storm Water Management: Each property Owner, in connection with the development of its lot, shall be required to prepare a storm water management plan, for the control of storm water discharge on a permanent basis. Storm water management plans shall be subject to review and approval by the Town of Sullivan, other applicable governmental authorities and the "ACC".

5.5 Landscaping: Any part or portion of the site which is not used for buildings, loading or parking spaces and aisles, sidewalks and designated storage areas shall be planted and continually maintained with an all-season ground cover and shall be landscaped consistent with an overall landscape plan adopted for the Park. All landscaping designs shall be approved by the "ACC". Drawings shall note a planting schedule that includes the botanical names, common names, size, quantity, and general remarks for each plant proposed. Proposed plantings will not be approved unless they conform to the following minimum standards:

- a. A minimum of five (5) trees per acre shall be included in the landscape plan;
- b. Deciduous trees shall have a minimum caliper measurement of one and one-half (1-1/2) inches, measured a minimum of six (6) inches above the soil line;
- c. Coniferous trees shall have a minimum height of six (6) feet;
- d. Evergreen shrubs, except for those used as low ground covers, shall have an average height of twenty (20) inches; and
- e. Deciduous shrubs shall have an average height of thirty (30) inches.

5.6 Hard Surfaces: All hard surfaces, meaning all areas of the site outside of structures that are not landscaped must be blacktopped or covered by pavers and approved by the ACC. All hard surfaces must be maintained and replaced if, in the reasonable opinion of the ACC determined to be deteriorated and in need of replacement.

5.7 Driveway Access and Traffic Control: All driveways to any public street shall comply with the requirements of the Town of Sullivan and the "ACC". Interior drives within individual sites shall be designed to prevent blockage of vehicles entering or leaving the site. Areas provided for loading and unloading of delivery trucks and other vehicles, and for the servicing of buildings by refuse collection, fuel delivery and other service vehicles shall be adequate in size, and shall be so arranged that they may be used without interfering with

the use of access ways or automobile parking facilities.

5.8 Off Street Parking: Parking is not permitted on publicly dedicated streets in the Park and it is the responsibility of each property Owner to provide and maintain off-street parking facilities. Property Owners shall accommodate off-street parking for all cars generated by their facility and required by the "ACC", even if it exceeds the Town of Sullivan's criteria. At a minimum, parking areas shall comply with the applicable requirements of the Town of Sullivan. Parking screened by landscaping or berms is encouraged. No parking area shall be used for any use that interferes with its availability for the parking need it is required to serve except on a temporary, short term basis. Parking areas and driveways must be paved with year-round, hard and durable surface (bituminous, concrete or suitable pavers) and be maintained in good condition.

5.9 Off-Street Loading: Sufficient off-street truck loading and unloading space, or spaces, with proper and safe access from a street shall be provided on each lot, either within a structure or in the open, to properly serve the approved use. There shall be appropriate means of access to a street as well as adequate onsite maneuvering space; facilities shall be designed and used in such a manner as to at no time constitute a nuisance or a hazard or unreasonable impediment to traffic. Off-street parking spaces required as herein above provided shall not be used for truck loading and unloading purposes. All off-street loading areas shall not be permitted to face front or face any streets and shall be screened from view along all public roads and from adjacent property by planting, berms, fencing, building mass or a combination of such items. All off-street parking must receive the approval of the "ACC".

5.10 Site Storage: All outside storage shall be in compliance with the zoning law of the Town of Sullivan and approved by the "ACC". All outside areas must be completely screened from view by planting, berms, fencing or building mass. The following general regulations shall apply to the outside storage and disposal of materials, unless more stringent requirements are required by law, the Town of Sullivan and/or the "ACC".

1. Highly flammable or explosive liquids, solids, or gases shall be stored in accordance with all governmental regulations and be properly screened as required by law.
2. No materials or wastes shall be deposited upon a lot in such form or manner that they may be transferred off the lot by natural cause or force, nor shall any substance which can contaminate a stream or water course or otherwise render such stream or water course undesirable as a source of water supply or recreation, or which will destroy aquatic life, be allowed to enter any stream or water course.
3. Any materials or wastes, which might cause fumes or dust or which constitute a fire hazard, or which may be edible or otherwise attractive to rodents or insects, shall be stored outdoors only in enclosed containers which are adequate to eliminate such hazards.
4. Any and all outdoor storage facilities, including waste containers, shall be enclosed by a dense planting and solid wall or screened fence, and in architectural harmony with the main building. Such screen shall be of greater

height than anything stored within such screen.

5. No outdoor storage facility shall extend into any required yard (setback) or be placed on that side of a building facing a public streets. The area of all outdoor storage shall be deemed part of the total lot coverage.
6. Trucks and vans stored outdoors shall be screened from public view by a dense planting and solid wall or screened fence in architectural harmony with the main building and as approved by the "ACC".

5.11 Fencing: Fencing shall be permitted only to secure outside storage or in connection with design screening. All fencing shall be constructed with materials compatible with those used in the building on the site. All metal fencing shall be screened by landscaping from the view of anyone within any street right-of-way and from view of anyone within adjacent properties. Site perimeter fencing shall not be permitted. All fencing must receive the approval of the "ACC".

5.12 Utility Connections: All utility lines, connections, and installations must be underground and rise within the building. All external transformers, meters, and similar apparatus must be at ground level or below with approved screening for ground-level installations.

5.13 Public Sewage Service: The Owner of each parcel of land shall be required to enter into individual sewage service agreements as may be required by the Town of Sullivan. Owners shall be subject to and responsible for penalties established by such agreements in the event that allotted sewage capacity flows are exceeded or the terms of the agreements violated.

5.14 Site Lighting: The proper lighting of the building, parking areas, driveways, or other relatively large open areas shall be an integral part of the landscape, architectural design. Lighting design shall correlate energy conservation with aesthetic, architectural, and safety factors. While security lighting of each facility is permitted, the use of full site floodlighting, building-mounted or otherwise, or tall, "freeway-type" fixtures is prohibited. No direct glare of light from any source, internal or external, shall be visible from off site. All exterior fixtures should be vandal proof. High-pressure sodium lamps are required for all outside lighting. All lighting shall be box type structures and/or shielded in such a manner that light is directed downward onto display areas and is not propagated outward onto adjoining properties. All site lighting must receive approval of the "ACC".

ARTICLE VI - BUILDINGS

6.1 Building Design: Buildings shall be designed by, and drawings sealed by, an architect licensed in the State of New York. Review of the building design shall be subject to review and approval of the "ACC" and be based, among other criteria, upon conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon neighboring lots, proper facing of main elevation with respect to nearby streets, adequacy of screening of mechanical equipment, air conditioning, or other rooftop installations, and in conformity with the plan, purpose and intent of these Covenants and Restrictions.

6.2 Construction. The construction of all buildings shall comply with the following.

1. No building shall be constructed of wood frame or wood.
2. All exterior walls shall be finished with face brick, decorative CMU, insulated painted metal panels, stone or other substitutes approved by the "ACC". The grade, color and texture of brick or stone masonry or other substitutes shall be subject to the review and approval of the "ACC".
3. In general, exterior colors shall be limited to earth tones; care shall be taken to insure the compatibility of materials with adjacent buildings.

6.3 Screening of Roof Objects: Water towers, storage tanks, processing equipment, stand fans, HVAC units, cooling towers, communication towers, vents and any other structures or equipment which rise above the roof line, if permitted, shall be screened from view from adjacent streets and properties in an architecturally harmonious manner which shall be approved by the "ACC" consistent with the proper operation of the equipment, before construction or erection of said structure or equipment.

6.4 Masonry: All buildings shall have a minimum of eight (8) feet of decorative brick or decorative CMU masonry around the entire perimeter. Particular attention shall be paid to using the highest quality masonry products at the front elevation. Stucco/EIFS may be used in conjunction with masonry, but not as a substitute for masonry. No dimensional concrete masonry or painted masonry will be permitted as an exterior element.

ARTICLE VII - SIGNS

7.1 Permanent Signs: All permanent signs shall be of the size and nature that will preserve the quality and atmosphere of the Park, conform to the rules promulgated from time to time by the "ACC". The "ACC" shall not permit a sign of a flashing or moving character, or an exposed neon light sign. Signs attached to a building shall not project above the buildings' highest roofline nor shall the rear side of any sign be visible; such signs shall be part of the architectural design of the building. Ground level signs shall be low, compatible with the site and blend with the landscaping. Only signs presenting the Owner, Occupant, or Owner's/Occupant's franchiser's name or trademark will be allowed.

7.2 Directional Signs: Directional signs, designated ingress or egress, and parking and loading area signs shall be permitted subject to the approval of the "ACC" which shall require all such signage throughout the Park to be of similar materials, size, and design.

7.3 Park Promotional Signs: Developer shall have the right to erect on any lot or premises within the Park a sign or signs denoting the identity of the " Harbor Lights Business Park", and sign or signs to bear the words " Harbor Lights Business Park" and/or any colophon or other mark of identification. Any such sign shall conform to the regulations contained in the zoning law of the Town of Sullivan.

7.4 Temporary Signs: All temporary signs shall be erected within the rear half of required front yard setback facing upon streets and not more than one such sign shall be placed on the property unless such property fronts on more than one street, in which case

one such sign may be erected on each street frontage. All temporary signs shall first be approved by the "ACC" and shall be removed within thirty (30) days following installation. The following provisions shall be applicable to temporary signs.

1. Only one construction sign may be erected during construction to identify the business that will occupy the lot, architect, engineer, contractor, financing, broker, etc. This sign may not exceed sixteen (16) square feet and must be removed within thirty (30) days of building completion.
2. Leasing or For Sale signs may not exceed sixteen (16) square feet and such signs are permitted until the building is fully occupied or the building is sold, but in no event for a period of time of more than 6 months, unless an extension is obtained for an additional period of time as determined by the "ACC". Only one such sign is permitted on any building or site.
3. No temporary sign shall be placed within the adjacent, public right-of-way.

ARTICLE VIII - MAINTENANCE

8.1 Maintenance: The Owner and Occupant of any site shall have the duty or the responsibility for:

- a. Keeping the premises, buildings, improvements and appurtenances, and landscaping on such site in a well maintained, safe, clean and attractive condition at all times according to the rules promulgated from time to time by the "ACC";
- b. Complying in all respects with all government, health and police requirements; and
- c. Removing at his, her or its own expense any rubbish of any character whatsoever which may accumulate on the subject property.

8.2 Liability For Costs For Maintenance Failure: If, in the opinion of the "ACC", any such Owner or Occupant is failing in his or her duty and responsibility, then the "ACC" may give such Owner or Occupant notice of such fact and such Owner and Occupant must, within ten (10) days of such notice, undertake the amount of care and maintenance required to restore said Owner's and Occupant's property to a safe, clean, attractive and lawful condition, in conformance with the rules promulgated by the "ACC". Should any such Owner or Occupant fail to fulfill his, her or its duty and responsibility after such notice then the "ACC" shall have the right and power to perform such care and maintenance. The Owner and Occupant of the property on which such work is performed by the "ACC" shall be liable for the cost of any such work and the "ACC's" administration expenses in having the work performed, and the Owner and Occupant shall promptly reimburse the "ACC" for the cost thereof. If such Owner or Occupant shall fail so to reimburse the "ACC" within thirty (30) days after being billed thereof by the "ACC", then said cost, together with its administration expenses, and reasonable attorney's fees and expenses, shall be a debt of such Owner and Occupant, jointly and severally, payable to the "ACC" and shall be lien against any such property, and shall accrue interest at the rate of 12% per annum from the date the work was

billed until payment in full.

ARTICLE IX - PROCEDURES FOR REVIEW

9.1 Review by the Architectural Control Committee: In addition to approvals required by the State of New York and the Town of Sullivan, no construction on or improvements to any lot or changes or alterations to any improvements shall be made until review of the plans for such activity is performed and approval granted by the "ACC", in accordance with the terms and provisions of these Covenants and Restrictions. It is a requirement of these Covenants and Restrictions that site and building plans and other required documentation be submitted to the "ACC" of the Park for a determination of suitability and compliance with these Covenants and Restrictions. The following procedures will govern the submission of site and building plans and the required documentation.

9.2 Preliminary Plans: The early submission of preliminary site and building plans is required in order that the "ACC" can react during the beginning design stages to the Owner's proposal. Commentary, in writing, by the "ACC" will be made to the Owner within ten (10) business days of the submission. In no case shall less than ten (10) days or more than thirty (30) business days be allowed for the review and written response by the "ACC". Whenever revisions or redesign is required by the "ACC", shall be incorporated in the final plan provided for in the succeeding section entitled "**9.3 Final Plans**".

9.3 Final Plans: Final working drawings, specifications, and other materials shall be presented to provide the "ACC" with sufficient information to review for compliance with these Covenants and Restrictions. These drawings and materials shall include the following:

1. Site plan, at a scale of not smaller than 1" = 50', showing the locations of buildings, parking areas, loading docks, utilities and all other improvements proposed to be made on the property. Site plan will be used to review for compliance with Covenants and Restrictions relating to locating the building on the site, area, density, setback and similar regulations and other zoning regulations, access and traffic control, interior circulation, outside storage, off-street parking, off-street loading and utility connections, and must contain sufficient information and detail for this review.
2. Plans, elevations, and through sections of the proposed building, at a scale of 1/8" = 1'-0", with the description of all exterior materials, including windows and doors. Drawings shall include a perspective rendering of the building on its site. Drawings shall be accompanied by samples or "cut sheets" of the materials and colors proposed to be used on the exterior of the building. These drawings and materials will be used to review for compliance with Covenants and Restrictions relating to buildings, accessory structures, screening roof objects, outside storage, off-street parking, off-street loading and utility connections, and must contain sufficient information and detail for this review.
3. Plans showing proposed landscaping and screening of the site, including details of plantings, the use of natural cover and earth mounding and information with regard to proposed fencing. These plans will be used to

review for compliance with Covenants and Restrictions relating to landscaping, screening of outside storage and off-street loading facilities, fencing and buffer zones, and must contain sufficient information and detail for this review.

4. Plans of exterior lighting showing the location of all outside lighting fixtures. These plans shall be accompanied by details of the proposed fixtures and the means by which the wiring to supply the lighting is to be installed. These plans will be used to review for compliance with the Covenants and Restrictions relating to site lighting and must contain sufficient information and detail for this review.
5. Details of the design, color, and location of proposed signs. These details will be used to review for compliance with the Covenants and Restrictions relating to signs and must contain sufficient information and detail for this review.
6. Plans showing storm water management, including site grading, storm drainage design, and design of impoundments, swales, retention dikes, etc. and design of erosion and sedimentation control measures to be taken. These plans will be used to review for compliance with the Covenants and Restrictions relating to erosion and sedimentation control and storm water management and must contain sufficient information and detail for this review.

9.4 Submission of Final Plans: The submission, by the Owner, of plans and other materials shall be accompanied by a written request for review. Three complete sets of drawings shall be supplied. A single copy of the rendering and samples or "cut sheets" of materials will be sufficient. All revisions to the drawings shall be noted thereon and only the latest revisions shall be submitted. Drawings and other materials shall be submitted to the office of the "ACC".

9.5 Review of Final Plans: The "ACC" will give prompt attention to the review, but sufficient time must be allowed to permit this review and review of the required revisions before scheduling the commencement of construction. In general, all phases of planning should be complete and approved by the Owner, or other applicant, before submission of final working drawings to the "ACC", and all required plans and materials shall be submitted at one time. In no case shall less than ten (10) days or more than thirty (30) business days be allowed for the review and written response by the "ACC". Whenever revisions or redesign is required by the "ACC", revised documents shall be resubmitted for review and approval. The review of plans by the "ACC" should be properly coordinated with the necessary governmental reviews and approvals so that, when complete, the approved plans are final and will represent those to be used for construction. The review of the "ACC" does not imply that the plans are in conformance with the laws, rules and regulations of any governing authority.

9.6 Payment for Review of Plans: The costs and expenses of the ACC for plan review, as well as all of its other review functions, is solely the responsibility of the individual and/or entity requiring and/or requesting the review. The ACC will advise the individual and/or entity of its costs and expenses and payment of said amount is immediately due and payable. No approval or approvals of the ACC will be forthcoming prior to reimbursement of

the ACC for its costs and expenses. A failure of an individual and/or entity to reimburse the ACC shall be deemed a violation of these Covenants and Restriction and the ACC and/or Developer shall be entitled to avail itself/themselves, jointly or severally, of all of the rights and remedies herein provided upon a violation of these Covenants and Restrictions.

ARTICLE X - VIOLATION OF COVENANTS AND RESTRICTIONS

10.1 Remedies Upon Violation of Covenants and Restrictions: Violation of these Covenants and Restriction shall make the offending party subject to all the remedies provided by law and, in addition, the remedies set forth herein. These Covenants and Restrictions may be enforced by the "ACC" on behalf of the Developer and all Owners and Occupants that choose to join in the action or proceeding. Violation of any Covenants or Restrictions herein shall give to the "ACC" the right to bring proceedings in law or equity against the party or parties violating or attempting to violate any of said Covenants or Restrictions, to enjoin them from so doing, to cause any such violation to be remedied and to recover damages resulting from said violation in addition to all other remedies as provided by law and set forth herein. Every person or entity who now or hereafter owns, leases, occupies, or acquires any right, title, or interest in or to any portion of the Park is and shall be conclusively deemed to have acknowledged, whether or not any reference to these Covenants and Restrictions is contained in the instrument by which such person acquired an interest in the subject property, that the economic viability of the Business Park depends upon strict adherence to these Covenants and Restrictions and that Developer shall be entitled to injunctive relief and specific performance of these Covenants and Restrictions in the event of an offending party's violation of these Covenants and Restrictions. The remedies herein provided are and shall be deemed cumulative, and the doctrine of election of remedies shall not be applicable and shall be deemed and construed to be waived by the offending party.

10.2 Liquidated Damages: Violation of these Covenants and Restriction shall make the offending party obligated to pay Developer, at a minimum even if no other damages are proven, liquidated damages at the rate of \$2,000 per week, for each and every week the violation continues. Every person or entity who now or hereafter owns, leases, occupies, or acquires any right, title, or interest in or to any portion of the Park is and shall be conclusively deemed to have acknowledged, whether or not any reference to these Covenants and Restrictions is contained in the instrument by which such person acquired an interest in the subject property, that the economic viability of the Business Park depends upon strict adherence to these Covenants and Restrictions and that the liquidated damages herein provided is to compensate Developer, in whole or in part, for its damages, whether or not proven for any reason whatsoever, as a result of the offending party's failure of performance.

10.3 Attorney's Fees, Costs and Disbursements, etc.: In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the attorney's fees, costs and disbursements, and expenses of the party or parties for whom judgment is entered, in such reasonable amount as may be fixed by the court in such proceedings, including, but not limited to, reasonable attorney's fees, costs and disbursements, and expenses of the prevailing party at the trial court and appellate court levels.

ARTICLE XI - CONSTRUCTION OF COVENANTS AND RESTRICTIONS

11.1 Invalidity Of Any Provisions: In the event any provision hereof shall be found by a Court to be invalid, these Covenants and Restrictions shall be construed as if the offending provision was never included, and shall not affect any of the other Covenants and Restrictions which shall be and remain in full force and effect.

11.2 Construction Of Provisions: In the event of an ambiguity in any provision of these Covenants and Restrictions, these Covenants and Restrictions shall be construed to implement the Intent stated in Article I.

11.3 Venue of Actions Or Proceedings: Any action or proceeding brought to construe these Covenants and Restriction or in any way related to these Covenants and Restrictions shall be venued in the Supreme Court of the County of Madison at Wampsville, New York.

11.4 Standard Of Review: The standard of review in any action or proceeding brought to overrule or override the actions and/or decisions of the "ACC" shall be whether the action or decision is arbitrary and capricious.

11.5 Section and Subsection Headings. The various headings used in this Agreement are inserted for convenience of reference only, do not form a part of this Agreement and do not affect the meaning or interpretation of this Agreement or any provision thereof.

11.6 Construction. In this Agreement, words of the neuter gender mean and include correlative words of the masculine and feminine gender as appropriate and vice versa, and words noting the singular number mean and include the plural number as appropriate and vice versa.

IN WITNESS WHEREOF, The Town of Sullivan Development Corporation by the authority of its Board of Directors, has caused this Instrument to be duly executed day and year first above written.

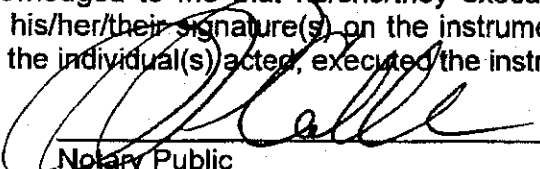
**THE TOWN OF SULLIVAN DEVELOPMENT
INCORPORATION**

By: 
JOHN M. BECKER, Chairman

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

On the 24th day of July in the year 2006, before me, the undersigned, a notary public in and for said state, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

DONALD P. COLELLA
Notary Public St. of NY
Qual. Mad. Co. No. 5756475
My Comm. Exp. Jan. 31, 2007


Notary Public

SCHEDULE "A"**HARBOR LIGHTS BUSINESS PARK – PHASE 1**

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE, TOWN OF SULLIVAN, COUNTY OF MADISON AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

Beginning at an iron pin on the on the southerly highway boundary of New York State Route #31, said iron pin standing at the intersection of the southerly highway boundary of New York State Route #31 with the easterly boundary of Shawn E. and Danette E. Steding (Now or Formerly) as described in a Warranty Deed dated December 28, 1990 and filed in the Madison County Clerk's Office in Liber 923 of Deeds at Page 85; thence S65°38'19"E 280.76 feet along the southerly highway boundary of New York State Route #31 to a concrete monument; thence S68°29'31"E 1020.92 feet continuing along the southerly highway boundary of New York State Route #31 to a point; thence S22°04'00"W 543.95 feet to a point; thence S67°56'00"E 24.16 feet to a point; thence S19°48'11"W 458.21 feet to a point; thence N70°24'01"W 106.55 feet to a point; thence S19°35'59"W 577.91 feet to a point; thence N70°50'35"W 484.74 feet to an iron pin; thence N70°48'34"W 640.05 feet to an iron pin standing on the northerly boundary of Larry and Geraldine M. Deyo (Now or Formerly); thence N60°47'07"W 339.88 feet along the northerly boundary of Deyo and then along the northerly boundary of Walter A. Gardner and Deborah Corrigan (Now or Formerly) to an iron pin standing on the easterly boundary of Gerald E. and Mary L. Steding (Now or Formerly); thence N29°08'29"E 1611.76 feet along the easterly boundary of Gerald E. and Mary L. Steding and then along the easterly boundary of Shawn E. and Danette E. Steding to the point and place of beginning.

The above described parcel containing 51.422± acres of land, more or less.

Subject to any easements, covenants or restrictions of record.