

Sovereign State Industrial Park Covenants

The Village of Winneconne (the "Village") declares that these Sovereign State Industrial Park Protective Covenants (the "Covenants") shall apply to all lots within the Sovereign State Industrial Park (the "Industrial Park") created and/or sold after April 20, 2009 and to any other lots that are voluntarily subjected to the Covenants (the "Subject Lots") (see attached map). Lots sold prior to April 20, 2009 are subject to the Village of Winneconne Code of Ordinances (the "Village Ordinances"). Any purchaser of a Subject Lot agrees to be bound by the Covenants.

GENERAL PURPOSES AND CONDITIONS

Each Subject Lot is subject to the conditions, covenants, restrictions, easements and protections hereby declared to insure proper use and appropriate development and improvement of each Subject Lot; to protect the environment in the Industrial park; to guard against the erection of structures built of improper or unsuitable materials; to require conformance to applicable zoning ordinances and building codes; to insure reasonable development of the Industrial Park as an industrial district including, but not limited to, proper setbacks from the street, adequate free space between structures, adequate parking, and in general, to provide for high quality improvements on the Subject Lots; and to insure that each building site will not adversely affect the general plan for development in the area, nor be detrimental to the use or development of other properties in the Industrial Park. It is the express purpose and intent of the Village to create employment opportunity and tax base for the Village. The Village may, in its sole discretion, delegate its authority under these Covenants.

1. Land Use

A. The Subject Lots shall be used for such uses as are provided in the permitted uses of the Village Zoning Ordinances. Those permitted uses include: automotive body repair, automotive upholstery, ceramics, cleaning, pressing and dyeing establishments, commercial bakeries, commercial greenhouses, distributors, farm machinery, feed mills, dairy plants, equipment repairs and storage, railroad depots, cooperatives, laboratories, machine shops, manufacture and bottling of non-alcoholic beverages, painting, printing, publishing, storage and sale of lumber, machinery and equipment, trade and contractors offices, warehousing and wholesaling, manufacturing, fabrication, packing, packaging, and assembly of products from furs, glass, leather, metals, paper, plaster, plastics, textiles and wood, manufacture, fabrication, processing, packaging and packing of confections, cosmetics, electrical appliances, electronic devices, food except cabbage, fish and fish products, meat products and toiletries, freight yards, freight terminals and transshipment depots, inside storage, breweries, agriculture, greenways and open spaces, parking and open areas. (Ord. 9-1-51)

B. The Village reserves the right to further limit or restrict the use of any Subject Lot by deed restriction or other appropriate means.

2. Plans and Specifications

A. Submission of Plans. No building, fence, wall, roadway, loading facility, outside storage facility, parking area, site grading, planting, landscaping, facility for industrial waste or sewage disposal, nor any other improvement shall be commenced, erected or constructed, nor shall any addition thereto or change or alteration therein be made (except to the interior of a building), nor shall any change in the use of any premises be made, until the plans and specifications therefore (the "Plans and Specifications"), showing the nature, kind, shape, height, material, color scheme, lighting and location of such improvement, have been approved in writing by the Village. (Ord. 9-1-4)

B. Plans and Specifications Approval. The Village shall either approve, disapprove, or recommend changes to the Plans and Specifications within thirty (30) days of receipt. If the Village recommends changes to the Plans and Specifications, a deadline for submission of the revised Plans and Specifications shall be established by the Village. In the event the Village fails to approve or disapprove the Plans and Specifications in writing within thirty (30) days after submission, such Plans and Specifications shall be deemed to have been approved.

C. Filing of Plans and Specifications. A copy of the approved Plans and Specifications shall be filed permanently with the Village.

D. Right to Disapprove. The Village shall have the right to disapprove the Plans and Specifications for any reason which the Village, in its sole direction, may deem in the best interests of the Village, the Industrial Park, the owners/lessees, or prospective owners/lessees of the lots therein.

3. Development Standards. Any building constructed on a Subject Lot shall conform to the following minimum standards:

A. Building Materials. The front facade and street side facades of any building shall be made of bricks, stones, architectural concrete panels, architectural metals, architectural woods and/or glasses. Unfaced concrete block, structural concrete, prefabricated metal siding, and the like will not be acceptable on such facade areas. The use of these materials elsewhere shall only be in a manner approved by the Village.

B. Building Elevations. All elevations of the building shall be designed in a consistent and coherent architectural manner. No building shall exceed a maximum height of forty-five (45) feet or as allowed in the Village Zoning Ordinance. (Ord. 9-1-51e).

C. Property Allocation. The standard for development shall be one (1) acre of land for each eight thousand (8000) square feet of building.

4. Commencement/Completion of Construction/Repurchase Options

A. Commencement of Construction. The owner of a Subject Lot agrees to begin construction of building and site improvements according to the Subject Lot's approved Plans and Specifications within twelve (12) months from the date of purchase of the Subject Lot. Such construction shall be substantially completed within a twenty-four (24) month period of time thereafter.

B. **Right to Repurchase by Village.** If the owner of a Subject Lot does not begin construction within twelve (12) months after the date of purchase of the Subject Lot, the Village shall have the option to purchase the Subject Lot at the original price. The owner shall not be entitled to any payment or reimbursement for the value of any improvements made to the Subject Lot, for any property taxes paid on the Subject Lot or for any other payments associated with the Subject Lot made by the owner from the time of the original purchase to the time of the repurchase by the Village. The Village shall pay the costs for conveyance of the Subject Lot back to the Village, including any closing costs and real estate transfer fees. The owner hereby agrees to appoint the Village Administrator as the owner's attorney-in-fact, to sign any such required deed and/or other transfer documents to accomplish the conveyance in the event the Village exercises this repurchase right. The attorney-in-fact shall be authorized to convey the Subject Lot to the Village in the event the Village exercises its repurchase option. The attorney-in-fact may execute documents deemed necessary to accomplish this purpose, on behalf of the owner, without liability to the owner.

C. **Right of First Refusal by Village.** In the event any owner of an unimproved portion of a Subject Lot (the "Unimproved Parcel"), which is separate and apart from the improved portion of the Subject Lot wishes to sell the Unimproved Parcel, the Village shall have the option to purchase the Unimproved Parcel at the same price per acre paid by the owner when originally acquired from the Village. Prior to any sale of an Unimproved Parcel, the owner of the Unimproved Parcel shall notify the Village in writing of the intention to sell, and the Village shall have sixty (60) days from the date of receipt of such notice to exercise its option. In the event of acceptance of such offer by the Village, conveyance shall be by warranty deed free and clear of all liens or encumbrances. In the absence of written notification sent by the Village of its election to exercise said option, such owner shall be free to sell the Unimproved Parcel to any persons, firm, or corporation and at any price deemed desirable by such owners.

D. **Buyers are Subject to the Covenants.** Any Subject Lot sold to a third party shall be subject to these Covenants, any applicable Village Ordinances (including Zoning Ordinances), and any other applicable restrictions and regulations.

5. Construction and Maintenance

A. **Compliance with Codes.** Construction and alteration of all improvements in the Industrial Park shall be in accordance with the requirements of any applicable Building Codes, these Covenants, any applicable Village Ordinances (including Zoning Ordinances), and any other applicable restrictions and regulations.

B. **Soil Removal.** No soil excavated on the Subject Lots shall be removed from the Industrial Park without the written consent of the Village. If the owner of a Subject Lot has any excess of such soil excavated during construction, it shall be deposited at such location within the Industrial Park as the Village shall designate in writing. The owner of the Subject Lot from which such soil is removed shall not be responsible for leveling of the soil so deposited.

C. **Condition of Construction Site.** During construction, it shall be the responsibility of each owner of a Subject Lot to insure that the construction site is kept free of unsightly accumulations of rubbish and scrap materials, and that

construction material, trailers, shacks, and the like are kept in a neat and orderly manner.

D. **Maintenance.** Subject Lots, buildings and improvements shall be kept at all times in a safe, clean, neat, and sanitary condition. Each Subject Lot owner shall provide for the proper storage and removal of trash and rubbish from the Subject Lot.

F. **Erosion and Drainage.** At all times, including during construction, the owner of the Subject Lot shall control soil erosion and water loss, so as to prevent damage to other properties and structures in the Industrial Park and beyond. The owner of the Subject Lot shall also adhere to any policies or plans enacted by the Village with regards to drainage and erosion.

6. Parking (Ord. 9-1-16)

A. **On-street Parking Prohibited.** Parking is prohibited on all designated public streets within the Industrial Park.

B. **Off-street Parking Areas.** All vehicular parking, including truck, trailer, employee and visitor parking shall be provided on a Subject Lot and shall comply with the applicable Village Zoning Ordinances. Sufficient off-street parking shall be provided and planned for the business' employees, customers, and visitors, pursuant to the following requirements:

1. A minimum parking ratio of one (1) space for every one and three tenths (1.3) employees shall be required on the maximum employment labor shift of the business located on the Subject Lot.

2. The total parking area space shall be a minimum of one hundred and eighty (180) square feet per car.

3. All parking areas and drives located to the sides, rear, and front of any building shall be improved with concrete, asphalt, or equivalent within twelve (12) months from time of completion of the building constructed on the site. Parking areas in the Industrial Park shall be maintained in a dust-free manner and must be properly drained. Seal coating, chip and tar, and other low cost methods of obtaining a hard surface may be used if in compliance with the Village street standards. (Ord. 6-2-4 G)

7. Setback Requirements (Ord. 9-1-51f) All setbacks must comply with the following:

A. **Front Yard.** No building shall be constructed on a Subject Lot nearer than twenty-five (25) feet of the right-of-way of any public street. In the case of corner lots, no building shall be constructed within the designated setback of both abutting public streets or highways.

B. **Side Yard.** The minimum side yard shall be fifteen (15) feet. In the event that two (2) adjoining Subject Lots have a common owner, and a building has been constructed on the Subject Lots, the side yard requirements on the interior line are waived.

C. **Rear Yard.** The minimum rear yard shall be thirty (30) feet.

8. Loading Docks

A. **Maneuvering Area.** A designated maneuvering area shall be established within the dimensions of a Subject Lot, and in observance of the setback requirements.

B. **Loading and Unloading.** All loading and maneuvering areas shall be entirely contained on the Subject Lot. No vehicle shall be allowed to protrude beyond the property line while loading or unloading.

9. Signs (Ord. 9-1-30 through 9-1-35).

No sign shall hereafter be located, erected, moved, reconstructed, extended, converted, or structurally altered without a [Village Sign Permit](#) and without being in conformity with the Covenants. The sign shall also meet all the structural requirements of [Village Zoning Ordinances \(Sec. 9-1-32\)](#)

A. **Wall Signs.** All signs placed against the exterior walls of buildings shall not extend more than six (6) inches outside of a building's wall surface, shall not exceed five hundred (500) square feet in area for any one premise, and shall not exceed twenty (20) feet in height above the mean centerline street grade.

B. **Projected Signs.** Signs fastened to, suspended from, or supported by structures shall not exceed one hundred (100) square feet in area for any Subject Lot and shall not extend more than six (6) feet into any required yard, shall not extend more than three (3) feet into any public right-of-way, shall not be less than ten (10) feet from all side lot lines; shall not exceed a height of twenty (20) feet above the mean centerline street grade or fifteen (15) feet above a driveway or an alley.

C. **Ground Signs.** Ground signs shall not exceed twenty (20) feet in height above the mean centerline street grade, shall meet all yard requirements for the district in which they are located, and shall not exceed one hundred (100) square feet on all sides for any Subject Lot.

D. **Roof Signs.** Roof signs shall not exceed ten (10) feet in height above the roof, shall meet all the yard and height requirements for the district in which they are located, and shall not exceed three hundred (300) square feet on all sides for any Subject Lot.

E. **Content of Signs.** All signs shall advertise, promote, or represent only establishments, goods, or services located, sold, or manufactured within [one hundred \(100\) feet](#).

10. Landscaping (Ord. 9-1-21)

A. **Front Yard Landscaping.** The front yard setback area of each site shall be landscaped with a combination of street trees, trees, ground cover, and

shrubbery. All unpaved areas not utilized for parking shall be landscaped in a similar manner, within one (1) year after construction is completed.

B. **Side Yard Landscaping.** Side and rear yard setback areas not used for parking or storage shall be landscaped utilizing ground cover and/or shrubs and trees.

C. **Undeveloped Areas Landscaping.** Undeveloped areas shall be maintained in a weed-free condition and mowed to no more than eight (8) inches, as required by Village Ordinances. If a Subject Lot, or any part thereof is not maintained in accordance with this paragraph, the Village may maintain the lot and charge such costs to the owner of the Subject Lot pursuant to Section 16 of these Covenants.

D. **Maintenance of Landscaping.** It is the responsibility of the Subject Lot owner to ensure that the landscaping is maintained in an attractive condition. All ground cover shall be mowed to under eight (8) inches in height (Ord. 8-1-6b). All trees and shrubbery shall be kept in good appearance at all times and shall comply with the Village Ordinances.

11. Outdoor Storage and Fencing (Ord. 9-1-51)

A. **Outside Storage; Fencing.** No outside storage of any kind shall be permitted unless such storage material is visually screened from all access streets, and adjacent properties with an approved fence at least six (6) feet in height and no higher than forty-five (45) feet. Such approval shall be obtained in the same manner as required for the Plans and Specifications pursuant to Section 2B of the Covenants. Said screening shall form a complete opaque screen up to a point six (6) feet or higher if needed to totally block the view of said stored material.

B. **Permitted Outdoor Storage Areas.** No storage shall be permitted between a public street and building line. Any outdoor storage must be related to purpose of business conducted within that property.

D. **No Storage of Waste Materials.** No waste materials or refuse may be dumped or permitted to remain on any part of the Subject Lot outside of a building except as provided in Section 13 of these Covenants.

E. **Storage of Bulk Fluids.** Storage of fuel, oil, or other bulk fluids must comply with Wisconsin Department of Commerce Chapter Comm. 10. (Village Ord. 8-2-2, 5-3-2)

F. **Setbacks.** Fences, walls, or hedges may not extend forward of building setback lines.

12. Street Number Marking

All buildings in the Industrial Park must have their street number displayed in a clearly visible and lighted area on the side of the building facing the street. This will allow the building to be quickly located in the case of an emergency.

13. Refuse Collection Areas

A. Placement of Dumpsters. All refuse shall be stored in covered dumpsters, which shall be located on the side or rear of a building and visually screened from the public road by a suitable fence at least six (6) feet in height. No refuse shall be placed alongside dumpsters, no refuse shall protrude from the top of dumpsters, and dumpsters shall be covered at all times.

B. No Burning of Rubbish. No rubbish may be burned within the Industrial Park except in an incinerator specially constructed and designated for this purpose and approved by the Village and the Wisconsin Department of Industry, Labor, and Human Relations. (Ord. 5-2-9)

14. Utilities and Easements

The Village reserves the right to construct utility lines overhead and utility line, pipes and conduits underground through an area of not more than ten (10) feet in width across the Subject Lot and the owner of the Subject Lot agrees to execute any and all instruments necessary and reasonable for the further development of the Industrial Park, including the granting of easements of not more than thirty (30) feet in width for future gas, water, sewerage, telephone, entrance and access roads and electrical lines, provided that no such area or easements shall interfere with any building planned for or constructed on the Subject Lot.

15. Variances

Notwithstanding anything herein contained to the contrary, the Village expressly reserves the right to authorize variances from the strict application of one (1) or more of these Covenants, if the Village decides that granting a variance will not have a material adverse effect on the Industrial Park. A request for a variance must be submitted in writing to the Village. In the event the Village fails to approve or disapprove the submitted request in writing within thirty (30) days after submission, such request shall be deemed to have been granted.

16. Enforcement

In the event that an owner violates a Covenant and fails to cure same within thirty (30) days after the receipt of a written notice from the Village to do so, the Village may enter the Subject Lot and any improvements thereon at any time and take action to cure such violation(s). All reasonable cost thereof shall be at the expense of the violator, and the Village reserves the right to include such costs on the real estate tax bill associated with the Subject Lot. In addition, the Village may pursue any other legal remedies available to it to enforce these Covenants.

17. Severability/Invalidation. The invalidation of any one (1) or more of the Covenants by court order or judgment, or the failure to enforce any of the said Covenants at the time of its violation(s), shall in no way affect any of the other Covenants, which shall remain in full force and effect.

18. Conflict of Laws. In the event that a provision in a Covenant directly conflicts with any applicable statute, regulation or ordinance, the applicable statute, law or ordinance shall be controlling.

19. Amendment.

These Covenants may be amended in whole or in part at any time, pursuant to the procedures currently in place for amending the Village Ordinances.