

## **PROTECTIVE COVENANTS**

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KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned City of Kaukauna, a municipal corporation, is the owner of the following described lands, to wit:

Lots 23 - 30 of Kaukauna Industrial Park North, Phase II, Outagamie County, City of Kaukauna, Wisconsin.

NOW, THEREFORE, in consideration of the aforesaid and for the purpose of preserving the value of the lots contained within the subdivision, the undersigned hereby declares and provides that all subdivision of the land above described shall be subject to the following restrictions, covenants and conditions, to wit:

1. **APPROVAL OF PLANS AND SPECIFICATIONS.**

No building or any improvement shall be erected, placed or altered on any building site in the subdivision until plans for such building or improvement (including site plan, drainage plan, landscape plan, building plan and specifications) have been approved by the Kaukauna Industrial and Commercial Development Commission, (hereinafter called the "Commission"). Said Commission shall approve or disapprove plans with respect to conformity with these restrictions and other applicable enactments of the City and with respect to harmony of external design and land use as it affects property within and adjacent to the subdivision.

Failure of the aforesaid Commission to act upon such building or improvement plans within sixty (60) days after receipt by the Commission, shall constitute approval of such plans.

2. **BUILDING SETBACKS.**

(a) Front Yard. Construction or placement of any part or portion of any building shall be situated at least fifty (50) feet from the lot line adjoining any street.

(b) Side Yard. Construction or placement of any part or portion of any building shall be situated at least fifteen (15) feet from any side lot line.

(c) Rear Yard. Construction or placement of any part or portion of any building shall be situated at least fifteen (15) feet from any rear lot line.

(d) Building Height. Building height shall be maintained below 50 feet, with the exception of antennas, guy wires or other building apparatuses. The Commission may exempt building heights for office type uses or the placement of enclosed machinery housings.

3. **PARKING.**

(a) All parking lots and entrances shall be paved with either an asphalt or concrete surface. Employee and visitor parking, including drives, may not exceed seventy five (75) percent in area of

any required front yard. No parking area, excluding associated drives for ingress and egress only, shall be permitted outside the lot lines.

(b) One (1) parking stall, measured as 9' x 20' standard or 15' x 20' if handicap, excluding drives and approaches, shall be provided on each property for every one thousand (1,000) square feet of building area or for every two (2) employees, whichever amount constitutes the greater number of stalls. Parking stalls shall be added on each property as required to accommodate all employees.

(c) On-street parking of vehicles is prohibited.

(d) There shall be no direct access of vehicles to Kelso Road and/or Maloney Road.

4. **OUTDOOR STORAGE.**

(a) No trucks or truck trailers, or trailer or semi-trailers shall be stored on any lot for more than five consecutive days unless the company is a transportation carrier or associated business and has received the consent of the Commission.

(b) On Lots 23 through 30, outdoor storage of product, material or equipment shall be permitted under the following conditions:

- I. All storage to be a minimum of 40 feet back from a front lot line.
- II. All storage to be a minimum of 25 feet from the Right of Way line of Kelso Road and Maloney Road.
- III. All storage to be screened as approved by the Commission.
- IV. All storage within 70 feet of a street's curb line shall be placed behind a hedge or berm more than 80% solid from street grade elevation to six (6) feet in height.
- V. All storage to be on designated hard surface, kept free of dust and weeds.

(c) Areas used for truck traffic and maneuvering of trucks incidental to outdoor storage shall be considered part of the outdoor storage area and subject to the foregoing conditions.

5. **LANDSCAPING.**

The following landscape requirements are intended to maintain property values and aesthetic appeal within the industrial park. To accomplish this objective, the Commission shall review a landscape plan in conjunction with the overall site development plan. Landscaping shall be used for aesthetic appeal while addressing the functional consideration of visual screens, energy conservation, environmental concerns and public safety.

(a) A landscape plan shall be included for all new facilities within the industrial park. All required landscape plans shall include the following minimum standards:

- (1) North arrow.
- (2) Scale.
- (3) Area of future building or parking expansion including projected storage

- area and an anticipated schedule.
- (4) Existing vegetation to remain, to be removed or to be relocated.
  - (5) A planting scheme that includes:
    - \* Plant type or species.
    - \* Quantities.
    - \* Section drawings, cross sections or separate scaled drawings of berms, fences, retaining walls, ponds or group plantings.
  - (6) Location and type of existing plantings along street right-of-way and street name.

(b) Required open space shall be kept in grass, trees or shrubbery and maintained in good appearance at all times. All weeds must be cut by the lot owner. If grass or weeds are allowed to exceed twelve (12) inches in height, the City of Kaukauna may cut same and place this cost on the lot owner's real estate tax bill. Exemptions may include areas planted in native prairie vegetation or with flowers if part of an approved landscape plan.

(c) All landscaping, driveways and sidewalks will be completed in accordance with plans and specifications approved by the Commission. Improvements shall be placed within nine (9) months of occupancy of the building.

(d) All persons acquiring property within the Industrial Park must plant and/or maintain at a minimum one (1) tree of at least four (4) feet in height, per 30,000 square feet of lot. Where trees exist on a lot, all reasonable efforts must be made to either preserve the trees, relocate the trees or replace the trees, as part of the required minimum. The use of trees shall be encouraged for wind breaks, energy conservation, aesthetic appeal and environmental concerns. In planting trees, consideration will be given towards maximum height and location so as not to interfere with adjoining properties solar access.

(e) The City of Kaukauna has placed on Lot 30, a berm whose primary use is to screen adjoining residential property. The established elevation of this berm shall not be altered without the written consent of the City of Kaukauna. Fencing, if placed along a berm, shall be installed on the inside half of the berm. All other set backs and requirements of this section apply to berms.

(f) A hedge of solid density at maturity shall be placed and maintained along Kelso and Maloney Road by the owners of lots abutting said roads.

(g) No plants shall be permitted which are included on the debarred list of plant species as maintained by the Wisconsin Department of Natural Resources.

6. **BUILDING IMPROVEMENTS.**

(a) That portion of a building facing Northridge Drive must be faced entirely with decorative masonry, textured prefabricated concrete, or other textured non-metallic substance as approved by the Commission. An exception may be made for decorative bands not exceeding four (4) feet in width, and window or door treatments.

(b) Storm water management shall be completed in accordance with submitted plans and specifications as approved by the Commission. All parking lots exceeding eight (8) stalls, sump pumps and roof drains shall be connected to a storm sewer lateral or other collection apparatus, where accessible.

(c) Lighting of the premises shall be directed so that minimal "stray" lighting occurs beyond the perimeter of the lot.

(d) The use of outdoor speakers that are detectable off the premises shall be discontinued between the hours of 9:00 p.m. and 6:00 a.m. Alarm systems of all types are exempted.

7. **SIGNS.**

(a) Advertising signs shall be permitted to promote only the name and product of the owner or tenant of the premises. Such signs, lighting, etc., shall be in conventional good taste and shall be approved by the Commission before erection.

(b) No advertising sign shall be placed within ten (10) feet of any lot line or within ten (10) feet of a drive or access.

(c) No advertising sign situated between a building front and Northridge Drive shall exceed twenty four (24) feet in height. No ground or building advertising signs shall be permitted between a structure and Kelso Road or Maloney Road.

(d) Total area of all advertising signs, including building mounted signs, shall not exceed two (2) square feet in sign area per every linear foot of street frontage. Individual lots are limited to two detached signs from a building. The sign area of each permitted detached sign shall be less than 260 square feet.

8. **FENCES.**

No fence shall be placed within 40 feet of a front yard along Northridge Drive with the exception of decorative wood fences not exceeding four (4) feet in height and not being more than thirty percent (30%) solid. Fences situated on other portions of the lots must be maintained on the property and may not exceed six (6) feet in height. The use of barbed wire above the six (6) foot maximum height is discouraged but may be permitted by the Commission should security reasons dictate and the use of barbed wire is approved by the Chief of Police of the City of Kaukauna or the Chief's official designate.

9. **COMMON AREAS.**

(a) The City of Kaukauna will maintain all common areas shown as Outlot 1. The use of this outlot will be for the mutual benefit of all Industrial Park tenants with common usage noted as such on site. Temporary use of these outlots may be permitted from time to time with the consent of the Common Council of the City of Kaukauna.

10. **TERM.**

(a) Each lot shall be conveyed subject to the within restrictions and covenants, all of which are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Protective Covenants are recorded; and after which time, said covenants and restrictions shall be automatically extended for a successive period of ten (10) years each unless an instrument signed by a majority of the then owners of the lots in said subdivision, together with the approval thereof of the Common Council of the City of Kaukauna, has been recorded, agreeing to change, modify or amend said covenants in whole or in part.

In determining a majority of property owners, one (1) vote shall be counted for each owner owning three (3) acres of land or less, and one additional vote for each additional full, three (3) acres with a maximum of ten (10) votes for any one property owner. The unsold lands retained by the City shall be included in such voting.

11. **AMENDMENT.**

(a) The within covenants and restrictions may be modified and amended only upon the recording of an instrument to said effect, duly signed by a majority of the then owners of the lots in said subdivision with the approval thereof by the Common Council as evidenced by a resolution duly adopted by at least three fourths (3/4's), favorable vote of all members of the Common Council.

The majority of the property owners shall be determined as set forth in Paragraph 10 of these restrictions.

12. **ENFORCEMENT.**

The enforcement of the covenants and restrictions contained in these Protective Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants, either to restrain violation or to recover damages. Such proceedings may be commenced by any owner or owners of lots in said subdivision or the City of Kaukauna.

13. **SAVINGS CLAUSE.**

Invalidation of any one of these covenants or restrictions contained within these Protective Covenants by judgements or court order shall in no ways affect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the said City of Kaukauna has caused these presents to be signed by John J. Lambie, its Mayor and Susan J. Duda, its Clerk/Treasurer, and its corporate seal also to be hereunto affixed this 20<sup>th</sup> day of October, 2000.

IN FURTHER WITNESS WHEREOF, City of Kaukauna by its general partner(s) has signed the same on the 20<sup>th</sup> day of October, 2000.

CITY OF KAUKAUNA

By: John J. Lambie  
John J. Lambie, Mayor

ATTEST: Susan J. Duda  
Susan J. Duda, Clerk/Treasurer

ACKNOWLEDGMENT

STATE OF WISCONSIN  
OUTAGAMIE COUNTY

Personally came before me this 20<sup>th</sup> day of October, 2000, the above named, John J. Lambie of the Susan J. Duda and to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Julianne Schroeder

Signature

Type or Print Name JULIANNE SCHROEDER

Notary Public OUTAGAMIE County,

My Commission is permanent. (If not, state expiration date): September 22, 2002